

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JANUARY 27, 2020**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 27th day of January, 2020. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Fill Positions at Parks/Recreation—Shanda Williams (Resolution No. 2020-013 was added to the formal meeting agenda.)
2. Traffic study proposal for Bethune and Oakdale—Richard Caudle of Skipper Consultants (Appendix 1). Skipper Consulting has looked at this intersection before and issued an informal opinion to the City that a turn signal was not warranted. Mr. Caudle suggested the intersection be studied and a formal report issued. Should the report support Skipper's previous opinion, the report may be used periodically a school officials and parents request similar studied in the future. The matter was tabled for further discussion pending Council member Pritchard's discussion with the School Superintendent.
3. Freshwater Land Trust to update City Council on their Litter Gitter program—Sally LaRue, Outreach Coordinator of the Freshwater Land Trust (Appendix 2). The members of the City Council expressed their support for the project and plans to bring it back for formal consideration at its February 10, 2020, meeting.
4. Review of the other matters to be considered at the formal (7 p.m.) meeting

**2. ADJOURNMENT**

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 6:55 p.m.

**3. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on January 27, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.



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City Clerk

Approved by City Council February 10, 2020

**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 85 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 for the intersection of Oakdale Drive at Bethune Drive/MBHS in the City of Mountain Brook (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 (inclusive of all expenses) for a fixed fee in the amount of **\$4,875.00**.

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 of 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.

APPENDIX I

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.

<b>CLIENT: CITY OF MOUNTAIN BROOK, AL</b>	<b>CONSULTANT: SKIPPER CONSULTING INC.</b>
By: _____	By: <i>Darrell B. Skipper</i>
Printed Name: _____	Printed Name: Darrell B. Skipper, P.E.
Title: _____	Title: President
Date: _____	Date: 1/15/2020

**EXHIBIT "A"**  
**SCOPE OF WORK**

The Consultant shall perform the following scope of work in relation to a traffic study of the intersection of Oakdale Drive at Bethune Drive/MBHS in the City of Mountain Brook.

- Conduct intersection turning movement and pedestrian traffic counts at the intersection from 7:00 a.m. to 8:30 a.m., 2:30 p.m. to 3:30 p.m., and 4:00 to 6:00 p.m.
- request and review crash data
- conduct observations during peak traffic periods
- analyze data collected to determine existing conditions
- prepare alternatives to address traffic flows, specifically to examine the need for left turn arrows
- analyze alternatives
- prepare a recommendation
- prepare report of study findings and recommendations (draft and final reports)
- meet with City staff
- attend city council meetings to present study findings and recommendations

**Schedule**

The Consultant shall complete the scope of work described above within a period of three (3) calendar weeks from notice to proceed, up to and including issuing the draft report, 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 (OAKDALE DRIVE AT BETHUNE DRIVE/MBHS)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the 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 amendments, 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, and services to the City, including the payment of other considerations 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 "Contractor."
- D. "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 ("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.

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 in 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 attorney's 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 damage, collectively hereinafter "Claims") 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.

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 ascertain 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 contracting 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

APPENDIX 1

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: *Dartell B. Skipper*

Printed Name: \_\_\_\_\_      Printed Name: Dartell B. Skipper, P.E.

Title: \_\_\_\_\_      Title: President

Date: \_\_\_\_\_      Date: 1/15/2020

Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Tuesday, January 14, 2020 6:39 AM
To: gastons@mtmbrook.org
Subject: FW: Traffic Light

Below is an email exchange from 2016 about the signal at Oakdale/Bethune/MBHS.

Richard C

From: Richard Caudle
Sent: Friday, March 11, 2016 11:33 AM
To: 'Sam Gaston' <gastons@mtmbrook.org>
Cc: Ronald Vaughn <vaughnr@mtmbrook.org>; Ted Cook <cookt@mtmbrook.org>
Subject: RE: Traffic Light

I was able to observe traffic at Mountain Brook High School this morning from 7:20 a.m. to 8:00 a.m. The primary thing I was looking at was the need for a left turn arrow on Oakdale Drive southbound turning left into the High School. There is no left turn lane for this movement.

There were no queues in traffic on Oakdale Road southbound until 7:31 a.m. From 7:31 a.m. to 7:35 a.m. I observed 4 queues of vehicles on the southbound approach which did not clear. Three of the four times, the queue did not clear because of conflicting vehicles on Oakdale Drive northbound, mostly going straight through or turning right into the High School. One time there simply was not enough green time for the southbound queue to clear.

At 7:35 a.m. a security guard from the high school walked down and took over manual control of the traffic signal. He operated the signal until 8:00 a.m. During the time that he operated the signal, he allowed all queues to clear on Oakdale Drive and Bethune Drive before terminating the green indication. During the peak of traffic, the effective cycle length for the signals was near 3 minutes. When the security guard ceased operating the signal, there were no significant queues of vehicles at the intersection. The security guard informed me that he does this every day school is in session.

In regards to the requested left turn indication, it appears to me that there would be no substantial benefit to be gained by the proposed arrow, particularly since there is no left turn lane. In the email below, there is a reference to "courtesy" shunning of traffic movements. This is occurring and does not appear to me to be a problem that needs attention. I only witnessed one incident of delay caused by confusion.

It would be possible to install a new controller in the cabinet and roughly replicate what the security guard is doing with the hand control, but no with as high efficiency as he is doing it. If the City and School Board were interested in trying this out, the cost would be around \$3000 to acquire the equipment and program it.

I did note that there is a failed loop, which is the loop on Bethune Drive. I have copied Ronnie so he can get Stone and Sons to repair it if the City so chooses. It would have to be repaired in order to implement a new controller and programming.

Richard L. Caudle, P.E.
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235

richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708

From: Sam Gaston [mailto:gastons@mtmbrook.org]
Sent: Wednesday, March 09, 2016 7:53 AM
To: Richard Caudle
Subject: RE: Traffic Light

Look at it and let me know.

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

From: Richard Caudle [mailto:richard@skipperinc.com]
Sent: Wednesday, March 09, 2016 7:47 AM
To: Sam Gaston
Subject: RE: Traffic Light

Based on one complaint I don't see a pressing need, but I would be happy to go by one morning and observe to see if there is anything that could be done.

From: Sam Gaston [mailto:gastons@mtmbrook.org]
Sent: Tuesday, March 08, 2016 5:38 PM
To: Richard Caudle
Subject: FW: Traffic Light

FYI You see any need for you to observe this light in the morning traffic at the high school?

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

From: HOOD, AMANDA [mailto:HOODAA@mtmbrook.k12.al.us]
Sent: Tuesday, March 08, 2016 5:34 PM
To: Sam Gaston
Cc: Ted Cook; CRIGGER, JEREMY
Subject: Re: Traffic Light

Sam,

Thank you for your email. I have not received any communication about this issue from parents or students. Our guard does "work" the light in the mornings to allow for an extended period of traffic flow into the parking

APPENDIX 1

similar to what we do after large events. I am not sure that adding a turn signal would make this issue any better, as it would still be the same number of cars trying to enter the lot at approximately the same time. I did notice that the flow was a little congested this morning at approximately 7:50-7:55 am with students attempting to arrive at school at the last minute. I was in the parking lot yesterday morning as well and we did not have the same level of congestion.

Please let me know now if there is something that I am missing. Please feel free to direct this particular parent to us if they would like to discuss the situation further.

Sincerely,
Amanda Hood

Sent from my iPad

On Mar 8, 2016, at 5:08 PM, Sam Gaston <gastons@mtmbrook.org> wrote:

Had a call from a parent saying she thought the traffic light at the entrance to the high school needed left turn arrows, especially in the morning. Apparently, as traffic backs up, motorists will use courtesy and "wave" other drivers to turn, or take "turns" going into the parking lot. She didn't think the current traffic light and traffic system was as efficient as it could be. First call I have received about this. Have you received any similar calls or do you have any thoughts on this?

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

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**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JANUARY 27, 2020**

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The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 27th day of January, 2020. The Council President called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack  
Stewart Welch III, Mayor

**Absent:** None

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

**1. RECOGNITION OF GUESTS**

Council President Smith recognized four Boy Scouts from Troops 53 and 86.

**2. CONSENT AGENDA**

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the January 13, 2020, regular meeting of the City Council

<b>2020-012</b>	Award the bid for the purchase of one Tactical Electronics CORE Pole camera kit and Under Door Camera Head (B-20191210-598) for the Police Department	Exhibit 1, Appendix 1
<b>2020-013</b>	Authorize the creation on one (1) laborer position for the Parks and Recreation Department to be filled at the discretion of the City Manager	Exhibit 2, Appendix 2
<b>2020-014</b>	Authorize the execution of an agreement with ClasTran for public transportation services	Exhibit 3, Appendix 3
<b>2020-015</b>	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Sol Y Luna Group, LLC (trade name: Sol Y Luna Restaurant), 920 Lane Parke Court, Mountain Brook, AL 35223	Exhibit 4, Appendix 4

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
 William S. Pritchard III, Council President Pro Tempore  
 Philip E. Black  
 Lloyd C. Shelton  
 Alice B. Womack

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-012 through 2020-015) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

**3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 2065) AUTHORIZING THE INSTALLATION OF TRAFFIC BOLLARDS ALONG BEECH CIRCLE NEAR THE CITY LIMITS WITH BIRMINGHAM AND PROHIBITING NORTHBOUND TRAFFIC BEYOND THAT POINT AND INSTALLING NO THRU TRAFFIC SIGNS ALONG BEECH CIRCLE (EXHIBIT 5, APPENDIX 5)**

The ordinance was introduced in writing by Council President Smith who then invited comments from proponents of the proposed ordinance.

Michael (Mike) Roy of 237 Beech Circle stated that he supports the proposed change.

Chase Elmore of 224 Beech Circle stated that he supports the proposed change.

Susan Pitts of 229 Beech Circle stated that he supports the proposed change.

Caley Whatley of 205 Beech Street

- Limiting traffic will benefit the children
- Has 3 children (10, 8, and 5 years of age)
- Motorists drive too fast and do not stop at the stop sign
- Urged the Council to implement the proposed changes

Arthur Hontzas of 207 Beech Street

- This issue was brought to the City Council in 2001 and many remediation measures were considered
- Motorists continue to drive the wrong way down Beech Circle. As recently as yesterday he encountered a Jefferson County truck coming into Beech from Montclair Road.
- There have been numerous car break-in and thefts along the street presumably due to its easy access
- Has observed an increase in traffic since the Tapestry Apartments opened

Richard Caudle with Skipper Consulting (in response to a question posed by Council member Shelton)

- In May 2016 Skipper reported that 199 vehicles over a seven day measurement period were observed driving the wrong way
- In October 2018 Skipper reported that 118 vehicles over a seven day measurement period were observed driving the wrong way

Nancy Seymour of 54 Fairway Drive

- Asked the City to observe the people on their way to church speeding along the road
- The speed of motorist is frightening

Maria Reuther of 212 Beech Circle

- Would love for the children in this neighborhood to be able to ride their bikes along this road

- Even if closed, there are 35-40 vehicles owned by residents that will still be traveling this road
- Her worst nightmare is that a child be hit by a motorist
- Questioned whether the signs and other obstacles residents are placing in the roadway are legal
- These distractions intended to slow traffic pose a distraction to motorists which could lead to an accident  
[Such signs do not conform to the Uniform Traffic Control Manual and therefore not recognized]

Karly Martin of 224 Beech Street

- Very much in support of closing the street
- Cars driving the wrong tend to drive faster so as not to get caught
- Recently rolled a trash can in the road to slow traffic
- Traffic has increased significantly over the last nine years since the Tapestry opened
- Supports anything that can be done to slow and reduce traffic along Beech Circle

Matthew Mizzell of 218 Beech Street

- People do not stop at the stop sign
- Claims that even mowing his front yard is difficult due to traffic
- Supports any measures that make the street safer

Grahame Read of 208 Beech Circle

- Favors closing the street
- When new residents move in, for the first 4-6 weeks their kids ride their bikes in the road. Soon they realize how dangerous the street is and stop riding their bikes
- Residents have to place signs and trash cans in the street to slow traffic
- Views church traffic as a major contributor to the traffic

Jenny Mizzell of 218 Beech Street

- Agrees with everything said previously
- Part of the issue is people texting while they drive along Beech Circle

Justin Mitchell of 228 Beech Circle

- Motorist become belligerent when asked to slow down
- 25 mph is too fast for this narrow road. Please consider lowering the speed limit to 15 mph.
- His 7 year old son wants to learn to ride a bike but cannot not due to the traffic

Zella Martin of 224 Beech Street

- Recently received a moped but does not feel safe to ride it due to the traffic

George Carboni of 20 years at the corner of Beech Circle and Beech Street

- Has had three cars broken into (one of which was stolen)
- Recently observed a young parent from Tapestry walking their baby in a stroller along Beech Circle. This change will make their walks safer too.

Cullen Chew of 211 Beech Street

- Spoke with Chief Keely in 1992 or 1993 about this issue
- This problem is only going to get worse

Father Bob Sullivan of St. Francis Xavier Catholic Church

- Has been a member since 1966 and pastor for the past 13 years
- Has also been struck by a vehicle as a child (in another neighborhood) so knows the feeling
- Cannot speak as to whether his parishioners are speeding along Beech Circle on their way to church
- Most of the people coming in from Euclid and Beech are residents of Mountain Brook
- The church has over 7,000 members

- In 2000 the City of Birmingham allowed the church to condemn the road. Afterward, the road was closed. In response to parishioner complaints, the road was opened on an intermittent basis.
- Also, concerned about people speeding through the church parking lot
- The gate is closed from 9 am until about 3 pm daily (during school hours) and opened all weekend
- The gate is opened for funerals (approximately 45—47 annually)
- The church will support whatever decision the Council makes
- The next pastor could decide to close the road if he so chooses

Council member Shelton (38:55)

- There is clearly a problem with motorists driving the wrong way and with speed
- If Beech Circle is closed, believes the problem may not be solved but rather moved to Beech Street
- In order to truly solve the problem, the private road must be closed

Council member Black

- There is a similar situation at St. Luke's who has accommodated the neighbors by minimizing the times their gate is open

Opponents of the proposed ordinance:

John Peinhardt of 225 Beech Street

- There are 12 or so kids on Beech Circle
- If cars are speeding along Beech Circle with a 90 and one 45 degree turns, what will they do along Beech Street?

Council President Smith:

- If Beech Circle is closed and it causes problems along side streets, the City Council will address those concerns at the proper time

Richard Caudle (44:00)

- If Beech Circle is closed, there will likely be increased traffic along other streets
- In 2001 when Beech Circle was made one way, traffic along Beech Circle dropped from 1,100 to 500 cars daily 60 of which moved to Xavier Circle
- Believes that if this change is made, the City will be discussing similar issues along Beech Street within months or a year or two
- Speed is not necessarily the problem but rather traffic volume
- There is really not a speeding problem on Beech Circle with the average speed being approximately 21—23 mph
- In 2016 there were 14 cars observed over a one week period traveling over 30 mph. In October 2018, that number increased to 105 vehicles.
- Speed humps might help slow a few very fast cars but have no effect on volume

Cole Simon of 219 Beech Street

- Favors anything that reduced the total amount of traffic
- Does the congregations' convenience take precedence over the safety of the children
- Can we not just ask the church to close the gates?

Sarah Peinhardt of 225 Beech Street

- Has three small children
- Loves having neighborhood kids playing in her front yard
- In concerned that this change is going to move speeding traffic to neighboring street

Council member Black:

- The City Council is here to solve problems. If this solution results in other problems, those other problems will be addressed accordingly. Tonight's problem is Beech Circle.

## Caley Whatley of 205 Beech Street

- If nothing is done with respect to Beech Circle, nothing will change
- There is no easy solution
- Does not feel comfortable with her children walking along Beech Circle
- The street is narrow and does not have sidewalks

## Camille Price of 230 Beech Street

- Has had her side mirrors hit by motorists multiple times
- Has had her car broken into more than once
- This closure will increase traffic on Beech Street
- There is not a clear solution presented right now
- Thinks the issue needs more work

## Randall Pitts of 225 Beech Circle (55:11)

- These four streets represent a neighborhood
- We want the best result for all
- As reported in the 2001 Skipper report, when Beech Circle was made one-way, traffic volume on Beech Circle decreased 54%, Peachtree/Ross Drive dropped by 22%, Beach Street at Euclid dropped by 51%, Hagood Street dropped by 7%
- Unfortunately, since 2001 traffic has increased significantly
- Believes the 2001 suggests that traffic will not be diverted to Xavier Circle by way of Beech Street

## Olivia Downard of 240 Beech Circle

- So many cars speed along Beech Circle
- Has almost been hit on numerous occasions
- Considers the current conditions dangerous

## McClain Pitts of 225 Beech Circle

- Proposes the road be closed at least temporarily to see what happens with traffic

## Sam Downard of 240 Beech Circle

- Does not feel safe riding his bike even in his driveway
- Motorists do not realize kids are playing in the street

## James Stuckey IV of 107 Foxhall Road (1:00:05)

- Last Sunday, observed a friend riding a scooter almost hit by a motorist driving the speed limit

There being no comments or questions, President Smith closed the public hearing.

## Council President Pro Tempore Pritchard:

- This issue has been discussed numerous times over the last 19 years and apparently even before that
- There have been numerous ideas considered over the years
- This is a very complicated matter
- The only reason the street was not closed when it was made one-way was to accommodate emergency traffic accessing the hospital which has since closed
- This matter has been put off for too long
- The Circle should have been closed off a long time ago
- Will there be some ramifications? Likely so, which will have to be addressed at a later time.
- Is guilty of using the road to go the airport but never returns home that way so is affected but is not bothered by the change

Council President Smith made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent

to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Black.

Council member Shelton

- If southbound traffic is eliminated, can the City enforce compliance to which Chief Cook responded that enforcement efforts can be periodically increased.

Steve Stine, City Attorney

- There are several issues that must be coordinated with the City of Birmingham
- Consequently, there needs to be some time before the ordinance takes effect

There being no further comments, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Philip E. Black  
Lloyd C. Shelton

Nays: Alice B. Womack

The Council President Smith declared that the said ordinance (No. 2065) is hereby adopted by a vote of 4—1 and, as evidence thereof, she signed the same.

#### 4. ANNOUNCEMENTS

The next regular meeting of the City Council will be February 10, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

#### 5. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 8:10 p.m.

#### 5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on January 13, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

  
\_\_\_\_\_  
City Clerk

Approved by City Council February 10, 2020

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**EXHIBIT 1**

**RESOLUTION NO. 2020-012**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid (No. B-20191210-598) in the amount of \$22,705.79 for the purchase of a Tactical Electronics CORE Pole Camera Kit to Federal Resources Supply Company, representing the only bid received and having been determined to satisfy the bid specifications.

**APPENDIX 1**

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**EXHIBIT 2**

**RESOLUTION NO. 2020-013**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) laborer position for the Parks and Recreation Department to be filled at the discretion of the City Manager.

**APPENDIX 2**

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**EXHIBIT 3**

**RESOLUTION NO. 2020-014**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a Contract for General Services with Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

**APPENDIX 3**

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**EXHIBIT 4**

**RESOLUTION NO. 2020-015**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Sol Y Luna Group, LLC (trade name: Sol Y Luna Restaurant), 920 Lane Parke Court, Mountain Brook, AL 35223.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

**APPENDIX 4**

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**EXHIBIT 5****ORDINANCE NO. 2065**

**AN ORDINANCE TO PROVIDE FOR PLACEMENT OF TRAFFIC BOLLARDS ACROSS BEECH CIRCLE NEAR THE MUNICIPAL LIMITS WITH CITY OF BIRMINGHAM, MAKE NORTHBOUND TRAFFIC FROM THAT POINT UNLAWFUL, AND INSTALL NO THRU TRAFFIC SIGNAGE ALONG BEECH CIRCLE**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama (the "City"), as follows:

**Section 1.** Traffic control bollards shall be installed across Beech Circle at a point in the City lying immediately south of the municipal boundary between it and City of Birmingham.

**Section 2.** It shall be unlawful for the driver of any vehicle being operated in the City along or near the 200 block of Beech Circle to cause or allow that vehicle to travel from the traffic control bollards across that road in a northerly direction toward Montclair Road (a thoroughfare lying in the City of Birmingham).

**Section 3.** It shall be unlawful for the driver of any vehicle being operated in the City to cause or allow that vehicle to travel in a southerly direction from the traffic control bollards across Beech Circle.

**Section 4.** No Thru Traffic signage shall be installed on the east margin of the right of way along the 200 block of Beech Circle.

**Section 5.** Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

**Section 6.** All ordinance or portions thereof conflicting with this ordinance are hereby repealed.

**Section 7.** If a court of competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this ordinance shall not be affected.

**Section 8.** This ordinance shall become effective <sup>on March 17, 2020 and once</sup> ~~when~~ published as required by law.

**APPENDIX 5**

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2020-012 B-20191210-598<sup>75</sup>

**BID TABULATION AND RECOMMENDATION  
BID NUMBER B-20191210-598  
CITY OF MOUNTAIN BROOK  
TACTICAL ELECTRONICS**

One bid was received on January 15, 2020 by 2:00 pm at Mountain Brook City Hall.

Federal Resources Supply Company \$22,705.79

The bid met all of the Bid Specifications and it is my recommendation to award the bid to Federal Resources Supply Company.

Sgt. Chris Thompson  
Patrol Sergeant  
Mountain Brook Police Dept.

APPENDIX 1

2020-013

January 23, 2020

Dear City Council,

I would like to add one full time laborer to our Park and Recreation department.

I originally asked for two additional laborers when preparing the budget, but I have made some changes in how our crews are arranged and I believe I may have eliminated the need for one of the full time positions. However, we still need some help.

I would like for this additional person to work mainly on the park crew. They have their regular maintenance schedule and we have been receiving more requests for special projects. This is in addition to the extra things I see that need to be done. I believe one more person will allow us to accomplish more work in a shorter time frame. A crew of 4 can work as one big unit or divide into 2 smaller ones.

We have not had many complaints with our parks and trails and I would like to stay ahead of that. I want to be proactive and not reactive.

This extra person will be able to float around as needed to the other crews to help with their additional projects, or fill in when there is an absence. Recently, we have had to pull from other crews to help the construction crew prepare for the playgrounds and complete several traffic island improvement projects.

This will eliminate one seasonal worker that we normally hire each year. This will allow us to hire and retain more qualified people. We have a hard time finding people that will accept a job with no benefits. We also have to spend a good amount of time training and closely supervising the new people before everyone can work at their full potential.

A seasonal worker is budgeted at \$14,000/yr. We work them for approximately 6 months.

A topped out full time worker with benefits costs \$49,306/yr.

That is a difference of \$35,306 per year at maximum pay.

The first year will be a difference of approximately \$26,334.

This additional worker will cost more, but we will be getting a more skilled and invested worker for twice the amount of time per year.

Sincerely,  
Shanda Williams  
Superintendent of Parks and Recreation

APPENDIX 2

2020-014

CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City"), and the Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation ("ClasTran").

WHEREAS, ClasTran provides much needed, cost effective services to communities and families, including those in Mountain Brook, Alabama; and

WHEREAS, ClasTran provides low cost, subsidized transportation services to the following riders, including those who live in, work in or visit Mountain Brook:

1. People who are sixty years of age or older;
2. People who are eligible for paratransit under the Americans with Disabilities Act; and
3. People who reside in and travel to or from rural Jefferson or Shelby Counties.

WHEREAS, ClasTran receives its primary funding through federal transportation agency grant funds which require a local match from local governments; and

WHEREAS, as a result, ClasTran depends on financial support from local governments to provide such services and has requested assistance from the City so that it may continue to provide needed services to residents of Mountain Brook; and

WHEREAS, in consideration of the payment referred to hereinafter, ClasTran has agreed to offer such transportation services for the residents of the City, as set forth below.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and ClasTran hereby agree as follows:

1. City shall pay to ClasTran the sum of one thousand and no/100 dollars (\$1,000.00) for services for the one-year period from October 1, 2019 through September 30, 2020 ("Contract Funds"). ClasTran understands and agrees that the City is entering into this agreement for one year only and that there is no expectation to future funding of any sort from the City.
2. In consideration of the payment of the Contract Funds by City, ClasTran shall offer transportation services to eligible riders in the City of Mountain Brook and serve such riders on an as needed and where needed basis, pursuant to the duly established policies, procedures, terms and conditions of ClasTran.
3. ClasTran shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. ClasTran is an independent contractor and none of its agents or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations

to City all amounts paid by City pursuant to this Contract.

IN WITNESS WHEREOF, ClasTran has caused this Contract to be executed by its duly authorized representative on January 9, 2020, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) January 27, 2020, but this contract shall be effective as of (date) October 1, 2019.

ATTEST: ClasTran

*Signature*

By: *Shari Spencer*

ATTEST:

City of Mountain Brook

*Steven Boone*

By: *Stewart Welch III*  
Stewart Welch III  
Its Mayor

conducting business for, or on behalf of, ClasTran be deemed to be agents or employees of City.

4. ClasTran shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:

- a. the performance, or attempted performance, by ClasTran or its agents or employees of ClasTran's obligations under this contract; and
- b. any claim that the Contract Funds were improperly paid by City to ClasTran.

5. ClasTran agrees to employ accounting procedures which are appropriate to the types of operations conducted by ClasTran and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by ClasTran for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. ClasTran agrees that, upon request from City, ClasTran will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.

6. ClasTran and the representative of ClasTran, who executes this Contract, by the execution of this Contract, certify that:

- a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
- b. neither ClasTran nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and;
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, ClasTran shall immediately refund

APPENDIX 3



2065

Memorandum

To: L. Herron  
 From: Sgt. Boltart  
 Date: 5/11/16  
 Re: Traffic Count - Beach Circle near City Limits

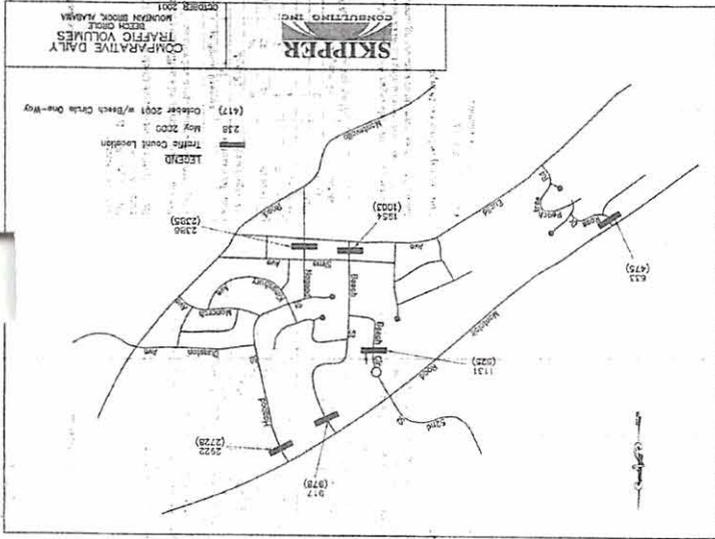
Per your request, I conducted a traffic count on Beach Circle near the city limits. Data was gathered concerning speed and volume. The following data was gathered:

Vehicles counted	Toward Beach Cir.		Toward City Limit		Total	
	#	%	#	%	#	%
Average speed	15 mph		21 mph		21 mph	
80-25 mph	174	77	148	68	322	68
26-50 mph	3	1	13	6	16	14
31-35 mph	1	0	10	5	11	1
36-40 mph	1	0	0	0	1	0
41+ mph	0	0	0	0	0	0
Peak times	Morning & Afternoon commutes		Morning & Afternoon commutes		Morning & Afternoon commutes	

Conclusion: This study began Wednesday, May 4<sup>th</sup> and continued through Tuesday, May 10<sup>th</sup>. Peak travel times during the week were morning and afternoon commutes. On the weekend, peak travel times were during transitional traffic.

Note: The speed limit is 25 mph.

Cc: Chief T. Cook  
 Captain G. Hagood



Memorandum  
 Mountain Brook, Alabama

Memorandum

To: Lt. Cernick  
 From: Sgt. Boltart  
 Date: 10/27/2018  
 Re: Traffic Count - 200 Block of Beach Circle

Per your request, I conducted a traffic count in the 200 block of Beach Circle. Data was collected regarding the speed and the volume. The following data was gathered:

Vehicles counted	North Bound Beach Circle		South Bound Beach Circle		Total	
	#	%	#	%	#	%
Average speed	1916		118		2034	
80-25 mph	1769	66	109	93	1878	68
26-50 mph	546	28	3	2	549	27
31-35 mph	7	0	1	0	8	0
36-40 mph	2	0	0	0	2	0
41+ mph	0	0	0	0	0	0
Peak times	Morning & Evening Rush Hours		Morning & Evening Rush Hours		Morning & Evening Rush Hours	

Conclusion: This study began Tuesday, October 3<sup>rd</sup> and continued through Tuesday, October 16<sup>th</sup>. Peak travel times were consistent with morning and evening rush hours.

Note: Speed limit is 25 mph.

Cc: Chief T. Cook  
 Captain G. Hagood

RESOLUTION NO. 2018-193

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council shall conduct a public hearing on January 27, 2020, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider an ordinance placing traffic bollards across Beach Circle near the municipal limits with the City of Birmingham and making northbound traffic beyond that point unidirectional through traffic signage along Beach Circle. A detail of the nature of public hearing follows:

"NOTICE OF PUBLIC HEARING"

PROPOSED ORDINANCE TO REGULATE NORTHBOUND TRAFFIC BEYOND A CERTAIN POINT ALONG BEACH CIRCLE

Notice is hereby given that a regular meeting of the City Council of the City of Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider a proposed ordinance placing traffic bollards across Beach Circle near the municipal limits with the City of Birmingham and making northbound traffic beyond that point unidirectional through traffic signage along Beach Circle. A detail of the nature of public hearing follows:

"ORDINANCE NO. 20..."

AN ORDINANCE TO PROVIDE FOR PLACEMENT OF TRAFFIC BOLLARDS ACROSS BEACH CIRCLE NEAR THE MUNICIPAL LIMITS WITH CITY OF BIRMINGHAM, MAKE NORTHBOUND TRAFFIC BEYOND THAT POINT UNIDIRECTIONAL THROUGH TRAFFIC SIGNAGE ALONG BEACH CIRCLE

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

- Section 1. Traffic control bollards shall be installed across Beach Circle at a point in the City lying immediately south of the municipal boundary between the City of Birmingham.
- Section 2. It shall be unlawful for the driver of any vehicle being operated in the City along or near the 200 block of Beach Circle to cause or allow that vehicle to travel from the traffic control bollards across that road in a northerly direction toward Mountain Brook (a thoroughfare lying in the City of Birmingham).
- Section 3. It shall be unlawful for the driver of any vehicle being operated in the City to enter the City by traversing that part of Beach Circle lying in the City of Birmingham and then travel from the traffic control bollards across that road in a southerly direction.



**Beech Circle**  
Mountain Brook, Alabama

May 2000

Slipjar Consulting, Inc. first performed a study for Beech Circle in May, 2000. This was prior to making the connection from Beech Circle from Mountain Brook to Birmingham one-way northbound. The purpose of the project was to project traffic volume shifts in the entire neighborhood for various planning scenarios, including: 1) making Beech Street one-way northbound from Mountain Brook into Birmingham, 2) closure of Fowler Circle, and 3) potential impacts of an expansion proposal at Menicoff Hospital. In May, 2000, the existing two-way daily traffic volume on Beech Circle near the City Limits had was 1,131 vehicles per day.

October 2001

Beech Circle was converted to one-way southbound flow on the connection between Mountain Brook and Birmingham sometime between May, 2000 and October, 2001. In October, 2001, Slipjar Consulting, Inc. performed a follow-up study to determine the impacts of the conversion of Beech Circle to one-way flow. The graphics from this study is attached to this report. The traffic volume on Beech Circle dropped from 1,131 vehicles per day to 525 vehicles per day. There was also a corresponding drop in traffic on Beech Street near East Avenue.

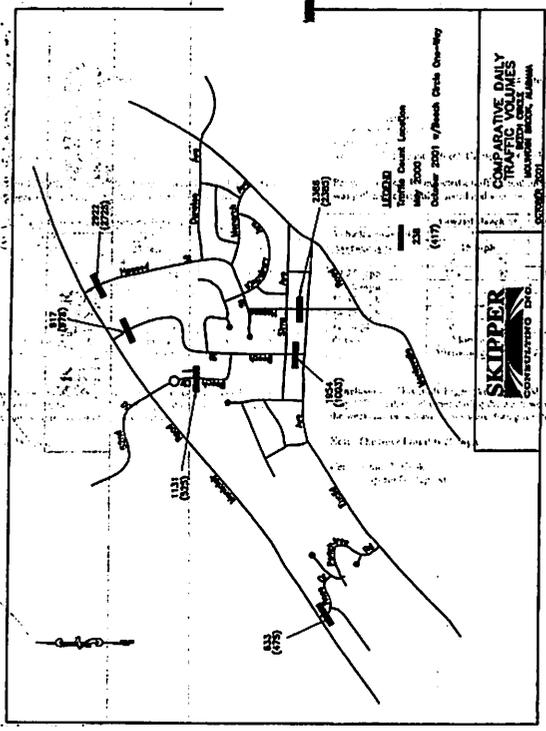
May 2016

The Mountain Brook Police Department performed a traffic count and speed study on Beech Circle near the City Limits for a seven day period in May, 2016. A copy of the memorandum issued by the MBPD is attached to this report. Over the seven day period, a total of 2,103 vehicles were counted southbound (going toward Birmingham) and 193 vehicles were counted northbound. The average speed of vehicles was 23 miles per hour. 14 vehicles were traveling over 30 miles per hour.

October 2018

The Mountain Brook Police Department performed a traffic count and speed study on Beech Circle near the City Limits for a seven day period in October, 2018. A copy of the memorandum issued by the MBPD is attached to this report. Over the seven day period, a total of 1,915 vehicles were counted northbound (going toward Birmingham) and 118 vehicles were counted southbound. The average speed of vehicles was 23 miles per hour. 105 vehicles were traveling over 30 miles per hour.

Also, in October, 2018 Slipjar Consulting performed work to determine the required design for a roundabout at the end of Beech Circle. The design considered both a passenger vehicle and a fire truck. This work was performed because Beech Circle is approximately 520 feet in length with a 90 degree curve. City staff were concerned that the closure of Beech Circle would result in passenger cars using a private driveway at the end of Beech Circle to turn around and fire trucks and other larger vehicles being required to back up to exit Beech Circle.



**Memorandum**

To: Lt. Hazem  
From: Sgt. J. Rhoads  
Date: 5/11/16  
Re: Traffic Count - Beech Circle near City Limits

For your request, I conducted a traffic count on Beech Circle near the city limits. Data was gathered concerning speed and volume. The following data was gathered:

	Toward Beech Bl.	Toward City Limit	Total
Vehicles counted	193	2103	2297
Average speed	13 mph	21 mph	21 mph
00-25 mph	194	97	1,768
26-30 mph	1	1	323
31-35 mph	3	1	10
36-40 mph	1	1	0
41+ mph	0	0	0
Peak time	Morning & Afternoon	Morning & Afternoon	Morning & Afternoon

Conclusion: This study began Wednesday, May 4<sup>th</sup> and continued through Tuesday, May 10<sup>th</sup>. Peak travel times during the week were morning and afternoon commutes. On the weekend, peak travel times were during lunchtime traffic.

Note: The Speed Limit is 25 mph.

CC: Chief T. Cook  
Captain G. Hagood

**Memorandum**

To: Lt. Carneck  
From: Sgt. Boshart  
Date: October 09, 2018  
Re: Traffic Count - 200 Block of Beech Circle

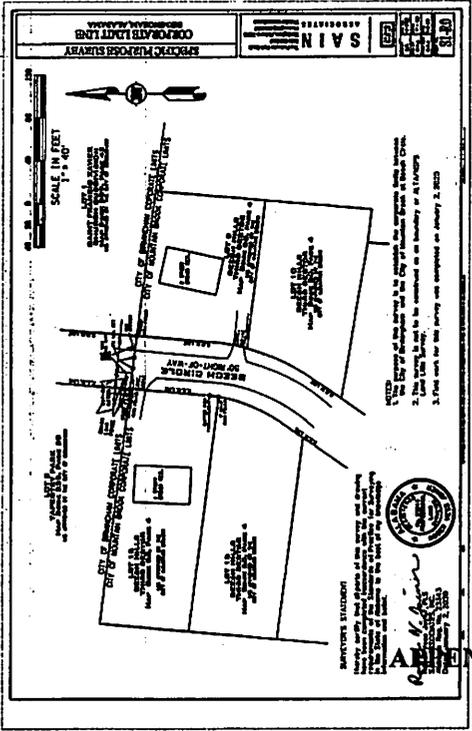
For your request, I conducted a traffic count in the 200 block of Beech Circle. Data was collected regarding the speed and the volume. The following data was gathered:

	North Bound Beech Circle	South Bound Beech Circle	Total
Vehicles counted	1916	118	2034
Average speed	23 mph	16 mph	23 mph
00-25 mph	1269	66	109
26-30 mph	546	28	2
31-35 mph	92	5	2
36-40 mph	7	1	1
41+ mph	0	0	0
Peak time	Morning & Evening Rush Hours	Morning & Evening Rush Hours	Morning & Evening Rush Hours

Conclusion: This study began Tuesday, October 9<sup>th</sup> and continued through Tuesday, October 16<sup>th</sup>. Peak travel times were consistent with morning and evening rush hours.

Note: Speed Limit is 25 mph.

CC: Chief T. Cook  
Captain G. Hagood



Text from Yahoo Mail for iPhone

On Sunday, January 19, 2020, 3:47 PM, J. Timothy Downard <jtimothydownard@yahoo.com> wrote:  
Sam,

That will be helpful. Attached is a picture of stakes that were recently placed in our yard. I assumed they marked the gas line but if this is where the bollards will be placed, it will make it difficult if not impossible to back out of our driveway.

Tim Downard

Text from Yahoo Mail for iPhone

On Sunday, January 19, 2020, 3:40 PM, Sam Gaston <gaston@rainbrook.org> wrote:

There are some stakes just north of your driveway that mark the city limit lines. It seems to be only a foot or two away. I can send you a survey on Tuesday as we are closed Monday.

Sent from my iPhone  
Sam Gaston

- > On Jan 19, 2020, at 12:17 PM, The Downards <thedownards@att.net> wrote:
- > Mr. Gaston,
- > We live at 240 Beech Circle, the last house on the left side of Beech Circle.
- > We strongly support the installation of bollards on Beech Circle, however, we do have some concerns about their actual placement. Our driveway is close to the edge of our property and we do not know if the placement of the bollards will impact our ability to back out of our driveway. Can you provide us with more precise information about their actual placement?
- > Thanks,
- > Tim and Crystal Downard



Sam Gaston

From: Susan Blair <sblair08@bellsouth.net> on behalf of Susan Blair  
Sent: Wednesday, January 15, 2020 8:47 PM  
To: gaston@minbrook.org  
Subject: Beech

Dear Mr. Gaston,  
Please consider closing Beech off. I have been over there visiting friends with my grandchild and was scared to death of the speeding cars going back and forth. It is not a safe neighborhood for children to play outside without adult supervision. Maybe not even then!  
Thank-you,  
Susan Blair  
Sent from my iPad

Sam Gaston

From: Peggy Goodwin <peggyg@aol.com> on behalf of Peggy Goodwin  
Sent: Wednesday, January 15, 2020 8:42 PM  
To: gaston@minbrook.org  
Subject: Closing

I would like the road closed for the safety of our children and grandchildren. This is Peggy Goodwin  
Sent from my iPhone

Sam Gaston

From: nancy seymour <nancy64@gmail.com> on behalf of nancy seymour  
Sent: Wednesday, January 15, 2020 6:35 PM  
To: Sam Gaston

hey sam. concerning the beech st. closing. i am very much in favor of closing it off to thru traffic. my grand children live on that street and cars fly don't the street. mostly thru traffic but also church people. they cannot even go in the front yard unless someone is standing there watching to make sure someone does not hit them. I will be at the meeting to support closure. thank you  
nancy seymour

Sam Gaston

From: Leah Rice <leah.rice@icloud.com> on behalf of Leah Rice  
Sent: Wednesday, January 15, 2020 11:30 AM  
To: gaston@minbrook.org  
Subject: Beech Circle closure

Mr. Gaston,  
I am not sure if I will be able to attend the council meeting, so I wanted to make you aware of my overwhelming support of this effort.  
Having lived at the intersection of Beech Street and Beech Circle for almost 13 years, I have seen so many of the violations and dangers you mentioned in the letter transpire. This is a much needed measure for the safety and security of our children and the many others who enjoy this area of Mt. Brook.  
Please know that we recognize the hard work and collaboration among municipal partners and city leaders that is required to bring this change about, and the residents of the Beech neighborhood are truly grateful to all involved.  
Sincerely,  
Leah Rice  
Sent from my iPhone

Sam Gaston

From: Dixon Seymour <dseymour@yerrymore.com> on behalf of Dixon Seymour  
Sent: Wednesday, January 15, 2020 10:50 AM  
To: gaston@minbrook.org  
Subject: Beech Circle Closing

Hey Sam-  
Unfortunately I am going to be out-of-town for the 1/27 hearing on the Beech closing. I strongly support the closing of Beech Circle. As you know, the Beech neighborhood has gotten younger over the last 10 years and is home to many small children. The rate of speed of cars that I see on a daily basis is dangerous and hopefully installing the Bollards will prevent accidents from making our neighborhood as a culture to Mountain Brook especially in Crestline and the surrounding area?  
Again, I strongly support the closure and hopefully it will pass on the 27th.  
Thanks,  
Dixon  
Dixon B. Seymour  
Yerry & Moore, LLC  
2106 Cahaba Rd, Ste. B  
Birmingham, AL 35223  
(920) 443-1403  
dseymour@yerrymore.com

Sam Gaston

From: maburg78@aol.com  
Sent: Wednesday, January 15, 2020 2:20 PM  
To: gaston@minbrook.org  
Subject: Beech Street

Mr. Gaston,  
It was a pleasure talking to you this morning about the Beech Street matter.  
I would like to express my strong opposition to closing Beech Street at Mountain Brook. What is the difference in this street and any other heavily traveled or thru street in Mountain Brook especially in Crestline and the surrounding area? This will set a precedent for other streets to be closed because homeowners don't like traffic.  
Kindest regards,  
Margaret  
Margaret A. Berg  
75 Main Street  
Birmingham, AL 35213  
205-879-2811 (Home)  
205-422-9966 (Cell)

