MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 11, 2020

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet conference on the 11th day of May, 2020. The Council President called the pre-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 Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Alan Zeigler discussed proposed Ordinance No. 2066 to be considered at the 7 p.m. meeting agenda. This action is an administrative function not generally required as prior levies are done so as to automatically renew. This action is necessary to finalize the referendum held in September 2019.

2. Additions to the "Employee Handbook" regarding sex trafficking policies—Trip Umbach (Resolution No. 2020-067 was added to the formal meeting agenda)

3. Set date for fiscal year 2020—2021 budget planning session (date and time to be determined)

4. Economic Impact Subcommittee report—Lloyd Shelton and Steven Boone. The subcommittee shall continue to monitor the impact of the business disruptions from the Covid-19 pandemic. It is still too early to tell the magnitude of the revenue impact. It is expected that more information will be available after the May sales tax collections have been received and posted.

5. Memorial bench for Canterbury Road bridge—Shanda Williams (Resolution No. 2020-068 was added to the formal meeting agenda)

6. Overton Road traffic study presentation—Richard Caudle of Skipper Consulting and Mike Kaczorowski of the RPCGB (Appendix 1)
   - Through March, there has been about $27,000 incurred on this project. The project was approved for $60,000 or which the local match is $12,000 ($6,000 each for the cities of Mountain Brook and Vestavia). So, with there being still funds available, other study and engineering services could be performed which might include, but not limited to, more study of the ancillary streets. The elected officials expressed their desire not to perform any additional services until after hearing from Vestavia city officials.
   - The study area (Figure 1 of the study) includes Overton Road from Liberty Park to U. S. Highway 280 and includes major side streets just off of Overton Road

- A significant section (Crosshaven Drive to U. S. Highway 280) of Overton Road is designated as a Local Road and not eligible for federal funding
- The busiest section of the road is operating at a Level of Service "F"
- Speed approximates the stated speed limits
- The major problem in terms of delays and ques is the South Brookwood Road intersection (que lengths is 1,200-1,500 feet and takes 2-3 minutes to clear)
- New development in Liberty Park through the year 2040 is projected to add 27,000 additional trips along Overton Road
- The only real solution to bring the road to an acceptable level of service is to 4-lane the roadway from end to end at an estimated cost of $54 million (this is not a recommendation but an indication of the order of magnitude)
- One proposal is to install a left turn lane at South Brookwood Road
- Another proposal is to install a sidewalk from Briar Oak Circle to South Brookwood Road to keep pedestrians from crossing Overton Road
- A third proposal is a traffic signal modification at Stone Ridge Drive to accommodate pedestrian crossings
- Lastly, a new traffic signal will be required at some point in the future where Overton Road intersects Liberty Parkway
- Many of the problems with congestion on Overton Road is the result of congestion on U. S. Highway 280

7. Cooperation Agreement with Jefferson County for participation in the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) for fiscal years 2021-2023—Sam Gaston (Resolution No. 2020-069 was added to the formal meeting agenda)

8. Cost estimates for repairs to Smyer Road—Phil Black and Ronnie Vaughn (Resolution No. 2020-070 was added to the formal meeting agenda). Considering preliminary estimates for the remediation range between $500,000 and $750,000 and that the consultant does not foresee an eminent catastrophic failure, Messrs. Black and Vaughn recommend deep milling 575 feet of the street at a cost of approximately $25,000 and ongoing monitoring of the roadway. Mr. Vaughn reported that this unanticipated cost could result in his paving costs exceeding the amount budgeted for fiscal 2020.

9. Mall area security improvements—Rob Walker (Appendix 2)

10. Reopening plans for certain City buildings and parks/playing fields (Resolution No. 2020-071 was added to the formal meeting agenda)

    City Hall shall remain closed to the public until June 3, at which time court operations are scheduled to resume.

11. Ordinance establishing time restrictions for on-street public parking in Crestline and Mountain Brook Villages to facilitate carry-out food and curbside retail services. A special meeting of the City Council was scheduled for Wednesday, May 13, 2020, at 6 p.m. to consider an ordinance modifying the parking regulations.

12. Resolution temporarily modifying the City's sidewalk café regulations to facilitate restaurant service within prescribed social distancing restrictions (Ordinance No. 2067 was added to the formal meeting agenda)

13. Review of the other matters to be considered at the formal (7 p.m.) meeting
    a. The proposed resolution authorizing the placement of a street light near the intersection of North Woodridge Road and Sedley Drive was continued until the next meeting of the City Council (Appendix 3)
        i. Marsh Asman spoke in favor of the street light due to safety concerns
        ii. Katrina Porter also spoke in favor the street light

iii. Mac Phillippi expressed his opposition to the street light. The light will illuminate his residence and feels the brightness is still too much even after the wattage was reduced from 8500 to 3500 lumens

b. Resolution No. 2020-063 was also added to the formal meeting agenda

c. Resolution No. 2020-066 was also added to the formal meeting agenda

2. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 7:30 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 by way of Internet teleconference on May 11, 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.

_____

City Clerk
Approved by City Council May 26, 2020

DRAFT

OVERTON ROAD CORRIDOR STUDY

Mountain Brook and Vestavia Hills, Alabama

Advance Planning, Programming, and Logical Engineering (APPLE) Program

Prepared for:

THE CITY OF MOUNTAIN BROOK

THE CITY OF VESTAVIA HILLS

THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM

Prepared by:

SKIPPER CONSULTING INC

March 5, 2020

APPENDIX I

OVERTON ROAD CORRIDOR STUDY
MOUNTAIN BROOK AND VESTAVIA HILLS, ALABAMA

Advance Planning, Programming, and Logical Engineering (APPLE) Program

Prepared for:

The City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35040

The City of Vestavia Hills
1302 Montgomery Highway
Vestavia Hills, Alabama 35216

The Regional Planning Commission of Greater Birmingham
2 20th Street North, Suite 1200
Birmingham, Alabama 35203

Prepared by:

Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235

March 5, 2020

DRAFT

SIGNED: _____
DATE: _____

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Introduction

This report documents a corridor study performed for Overton Road from Liberty Parkway to U.S. Highway 280 in the cities of Mountain Brook and Vestavia Hills, Alabama. The purposes of the study are to:

- Examine the existing conditions of the transportation system in the corridor
- Determine the impacts of future growth on the transportation system, especially the impact of continued developments in Liberty Park
- Examine the effects of current planned and programmed roadway improvements to traffic operations
- Discuss potential future transportation improvements in the corridor.

Study Area and Study Roadways

The study area for this report is shown in Figure 1. The roadways included in the study effort are:

- Overton Road, from Liberty Parkway to U.S. Highway 280
- Liberty Parkway, from River Run Lane to Overton Access Road
- Crosshaven Drive, from Overton Road to Cahaba Heights Road
- Cahaba Heights Road/Pump House Road, from the I-459 underpass to U.S. Highway 280
- Green Valley Road, from Crosshaven Drive to U.S. Highway 280
- Dolly Ridge Road, from Green Valley Road to U.S. Highway 280
- Knollwood Drive, from Overton Road to Green Valley Road

Functional Classification

The existing functional classification of roadways within and adjacent to the study area (as designated by the Birmingham Metropolitan Planning Organization and Alabama Department of Transportation) is depicted in Figure 2. The following is a description of existing functional classification of roadways within and adjacent to the study area:

- Interstate 459 – Interstate
- U.S. Highway 280 – Principal Arterial
- Overton Road, from Liberty Parkway to Crosshaven Drive – Minor Arterial
- Crosshaven Drive, from Overton Road to Green Valley Road – Minor Arterial
- Green Valley Road, from Crosshaven Drive to U.S. Highway 280 – Minor Arterial
- Liberty Parkway – Collector
- Cahaba Heights Road/Pump House Road – Collector
- Crosshaven Drive, from Green Valley Road to Cahaba Heights Road – Collector
- Dolly Ridge Road, from U.S. Highway 280 to Cahaba Heights Road – Collector

Existing Daily Traffic Volumes

Existing machine traffic counts were performed on study area roadways in May, 2019. The daily traffic count volumes are depicted in Table 1 and Figure 3.

Table 1
Existing Daily Traffic Volumes

Roadway	Segment	Classification	Cross Section	Volume
Overton Road	Liberty Pkwy to Oakdale Dr	Minor Arterial	Two Lane	7,800
	Oakdale Dr to South Brookwood Rd	Minor Arterial	Two Lane	12,700
	South Brookwood Rd to Crosshaven Dr	Minor Arterial	Two Lane	14,800
	Crosshaven Dr to Locksley Dr	Local	Two Lane	10,400
	Locksley Dr to Knollwood Dr	Local	Two Lane	8,800
	Knollwood Dr to North Woodridge Rd	Local	Two Lane	8,100
	North Woodridge Rd to US-280	Local	Two Lane	8,800
Crosshaven Drive	Overton Rd to Green Valley Rd	Minor Arterial	Two Lane	11,200
	Green Valley Rd to Cahaba Heights Rd	Collector	Two Lane	10,500
Liberty Parkway	River Run Ln to Overton Rd	Collector	Four Lane Divided	12,000
	Overton Rd to Overton Access Rd	Collector	Four Lane Divided	17,600
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	Minor Arterial	Two Lane	7,100
	Dolly Ridge Rd to Knollwood Dr	Minor Arterial	Two Lane	7,200
Cahaba Heights Road/Pump House Road	Sicard Hollow Rd to Crosshaven Dr	Collector	Two Lane	10,000
	Crosshaven Dr to Dolly Ridge Rd	Collector	Two Lane	11,200
	Dolly Ridge Road to US-280	Collector	Two Lane	8,800
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	Local	Two Lane	5,000
	Cahaba Heights Rd to US-280	Local	Two Lane	7,600
Knollwood Drive	Green Valley Rd to Overton Rd	Local	Two Lane	2,400

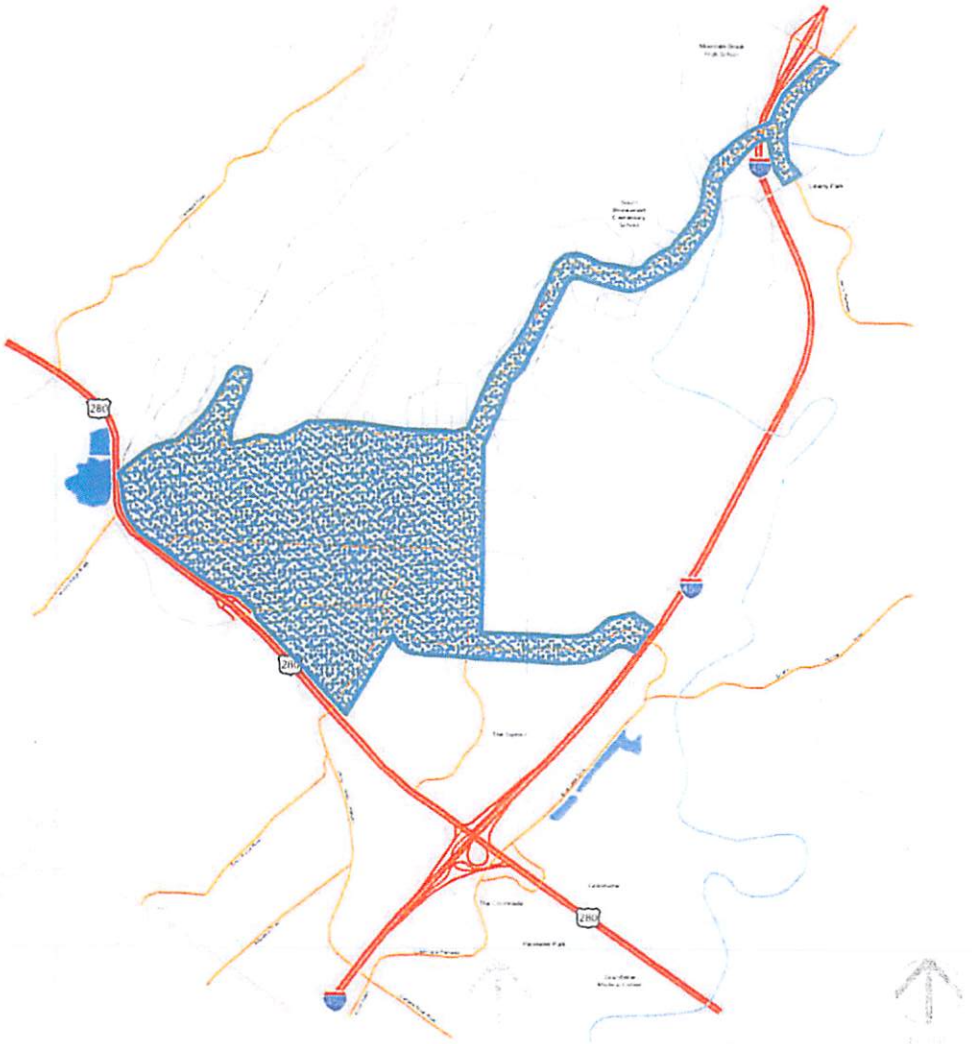

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Figure 1 - Study Area

Overton Road APPLE

January 2020

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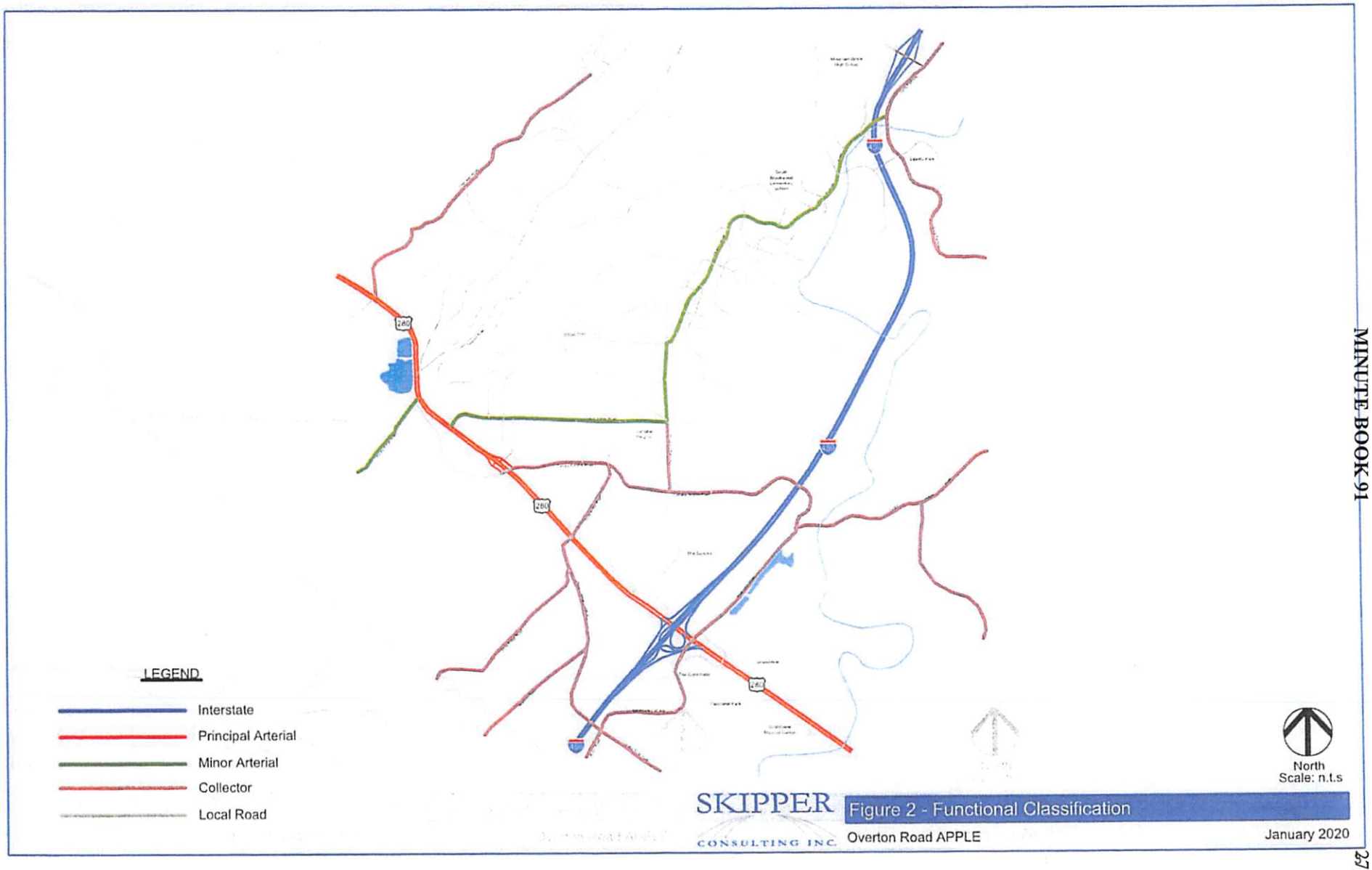
LEGEND
Interstate
Principal Arterial
Minor Arterial
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Local Road
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Figure 2 - Functional Classification
Overton Road APPLE
January 2020

North
Scale: n.t.s

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Figure 3 - Existing Daily Traffic Volumes

Overton Road APPLE

January 2020

Existing Daily Levels of Service

Existing daily levels of service for roadways in the study area were calculated based on information contained in the *2012 Florida Department of Transportation (FDOT) Quality/Level of Service Handbook*. The service flow volumes for each level of service for each roadway cross section are shown in Table 2. This includes peak hour service flow volumes, which are used in a later section of this report. The existing daily roadway levels of service are shown in Table 3 and Figure 4.

Table 2
Maximum Two-Way Service Flow Volumes and Levels of Service

Cross Section		Level of Service					
		A	B	C	D	E	F
Two Lane Undivided	Daily	2,184	3,822	5,110	10,360	10,920	>10,920
	Peak Hour	197	345	462	931	987	>987
Two Lane Divided	Daily	2,290	4,010	5,370	10,880	11,470	>11,470
	Peak Hour	207	362	485	978	1,036	>1,036
Four Lane Undivided	Daily	7,480	10,690	13,250	16,030	21,380	>21,380
	Peak Hour	328	636	884	1,971	2,052	>2,052
Four Lane Divided	Daily	9,975	14,250	17,670	21,375	28,500	>28,500
	Peak Hour	438	848	1,179	2,628	2,736	>2,736

Existing Peak Hour Traffic Volumes

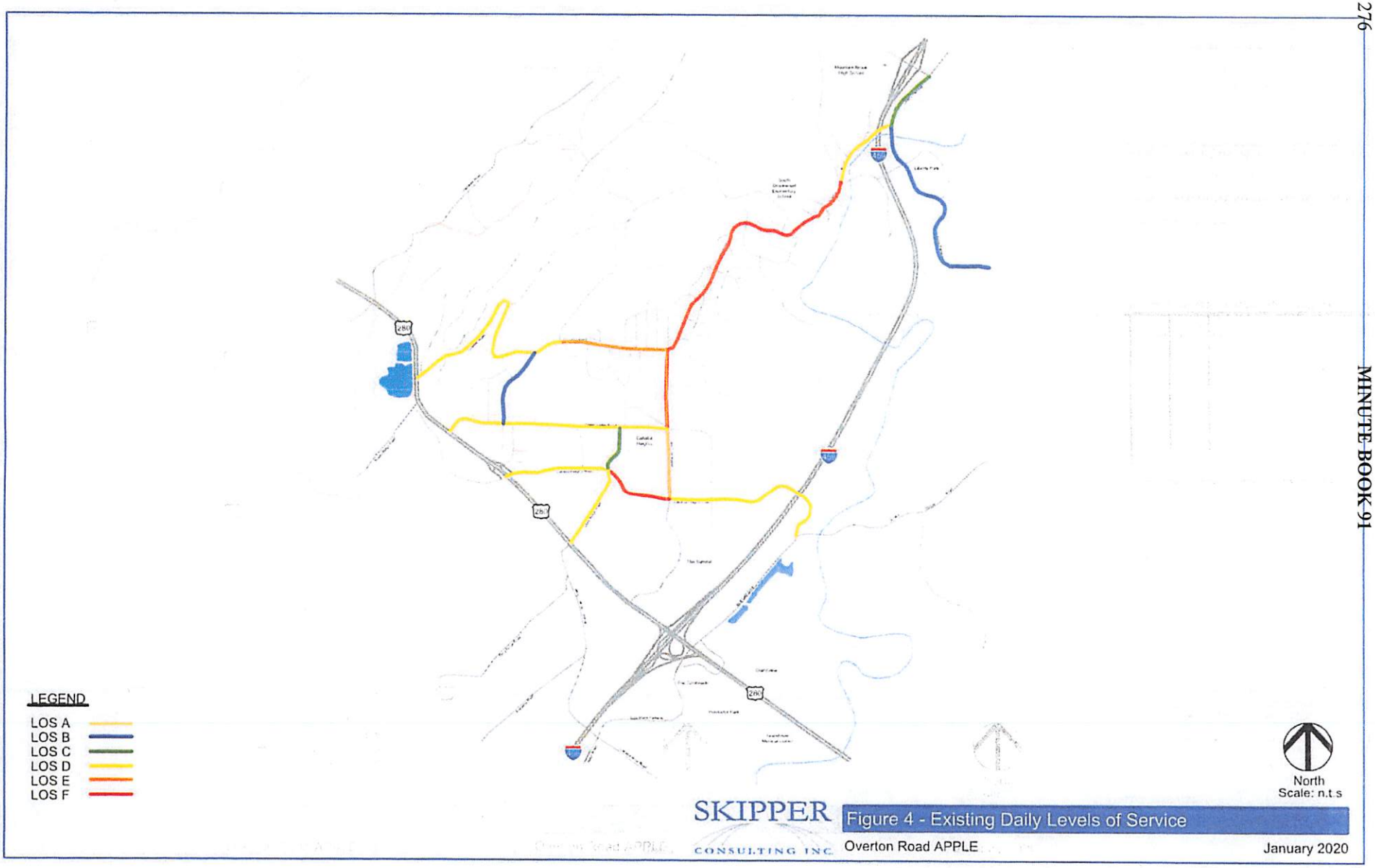
Existing machine traffic counts were performed on study area roadways in May, 2019. The a.m. and p.m. peak hour traffic count volumes are depicted in Table 4 and Figure 5. Table 4 also shows the K and D factors for each count, where K is the ratio of peak hour traffic to daily traffic and D is the percentage of peak hour traffic flowing in the peak direction.

Existing Peak Hour Levels of Service

Existing peak hour levels of service for roadways in the study area were calculated based on information contained in the 2012 FDOT Quality/Level of Service Handbook. The service flow volumes for each level of service for each roadway cross section are shown in Table 2. The existing peak hour roadway levels of service are shown in Table 4.

Table 3
Existing Daily Levels of Service

Roadway	Segment	Classification	Cross Section	Capacity	Volume	v/c	LOS
Overton Road	Liberty Pkwy to Oakdale Dr	Minor Arterial	Two Lane	10,920	7,800	0.71	D
	Oakdale Dr to South Brookwood Rd	Minor Arterial	Two Lane	10,920	12,700	1.16	F
	South Brookwood Rd to Crosshaven Dr	Minor Arterial	Two Lane	10,920	14,800	1.36	F
	Crosshaven Dr to Locksley Dr	Local	Two Lane	10,920	10,400	0.95	E
	Locksley Dr to Knollwood Dr	Local	Two Lane	10,920	8,800	0.81	D
	Knollwood Dr to North Woodridge Rd	Local	Two Lane	10,920	8,100	0.74	D
	North Woodridge Rd to US-280	Local	Two Lane	10,920	8,800	0.81	D
Crosshaven Drive	Overton Rd to Green Valley Rd	Minor Arterial	Two Lane	10,920	11,200	1.03	F
	Green Valley Rd to Cahaba Heights Rd	Collector	Two Lane	10,920	10,500	0.96	E
Liberty Parkway	River Run Ln to Overton Rd	Collector	Four Lane Divided	28,500	12,000	0.42	B
	Overton Rd to Overton Access Rd	Collector	Four Lane Divided	28,500	17,600	0.62	C
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	Minor Arterial	Two Lane	10,920	7,100	0.65	D
	Dolly Ridge Rd to Knollwood Dr	Minor Arterial	Two Lane	10,920	7,200	0.66	D
Cahaba Heights Road/Pump House Road	Sicard Hollow Rd to Crosshaven Dr	Collector	Two Lane	10,920	10,000	0.92	D
	Crosshaven Dr to Dolly Ridge Rd	Collector	Two Lane	10,920	11,200	1.03	F
	Dolly Ridge Road to US-280	Collector	Two Lane	10,920	8,800	0.81	D
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	Local	Two Lane	10,920	5,000	0.46	C
	Cahaba Heights Rd to US-280	Local	Two Lane	10,920	7,600	0.70	D
Knollwood Drive	Green Valley Rd to Overton Rd	Local	Two Lane	10,920	2,400	0.22	B


LEGEND
LOS A
LOS B
LOS C
LOS D
LOS E
LOS F
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SKIPPER
CONSULTING INC.
Figure 4 - Existing Daily Levels of Service
Overton Road APPLE
January 2020

Table 4
Existing Peak Hour Traffic Volumes and Levels of Service

Roadway	Segment	Daily Volume	AM Peak Hour						PM Peak Hour					
			EB/NB	WB/SB	Total	K	D	LOS	EB/NB	WB/SB	Total	K	D	LOS
Overton Road	Liberty Pkwy to Oakdale Dr	7,827	276	384	660	8.4	58%	D	374	412	786	10.0	52%	D
	Oakdale Dr to South Brookwood Rd	12,749	443	662	1,105	8.7	60%	F	675	600	1,275	10.0	53%	F
	South Brookwood Rd to Crosshaven Dr	14,765	388	760	1,148	7.8	66%	F	792	641	1,433	9.7	55%	F
	Crosshaven Dr to Locksley Dr	10,433	258	726	984	9.4	74%	E	551	412	963	9.2	57%	E
	Locksley Dr to Knollwood Dr	8,844	178	691	869	9.8	80%	D	468	339	807	9.1	58%	D
	Knollwood Dr to North Woodridge Rd	8,114	652	184	836	10.3	78%	D	308	471	779	9.6	60%	D
	North Woodridge Rd to US-280	8,775	186	751	937	10.7	80%	E	484	277	761	8.7	64%	D
Crosshaven Drive	Overton Rd to Green Valley Rd	11,246	409	346	755	6.7	54%	D	566	453	1,019	9.1	56%	F
	Green Valley Rd to Cahaba Heights Rd	10,500	306	320	626	6.0	51%	D	440	405	845	8.0	52%	D
Liberty Parkway	River Run Ln to Overton Rd	11,974	962	462	1,424	11.9	68%	D	310	929	1,239	10.3	75%	D
	Overton Rd to Overton Access Rd	17,636	646	1,177	1,823	10.3	65%	D	1,188	545	1,733	9.8	69%	D
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	7,082	140	458	598	8.4	77%	D	347	281	628	8.9	55%	D
	Dolly Ridge Rd to Knollwood Dr	7,176	190	536	726	10.1	74%	D	334	245	579	8.1	58%	D
Cahaba Heights Road/ Pump House Road	Sicard Hollow Rd to Crosshaven Dr	9,977	650	316	966	9.7	67%	E	574	497	1,071	10.7	54%	F
	Crosshaven Dr to Dolly Ridge Rd	11,248	307	589	896	8.0	66%	D	553	365	918	8.2	60%	D
	Dolly Ridge Road to US-280	8,822	234	421	655	7.4	64%	D	471	264	735	8.3	64%	D
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	4,996	168	267	435	8.7	61%	C	248	172	420	8.4	59%	C
	Cahaba Heights Rd to US-280	7,625	394	424	818	10.7	52%	D	256	266	522	6.8	51%	D
Knollwood Drive	Green Valley Rd to Overton Rd	2,394	56	122	178	7.4	69%	A	89	137	226	9.4	61%	B

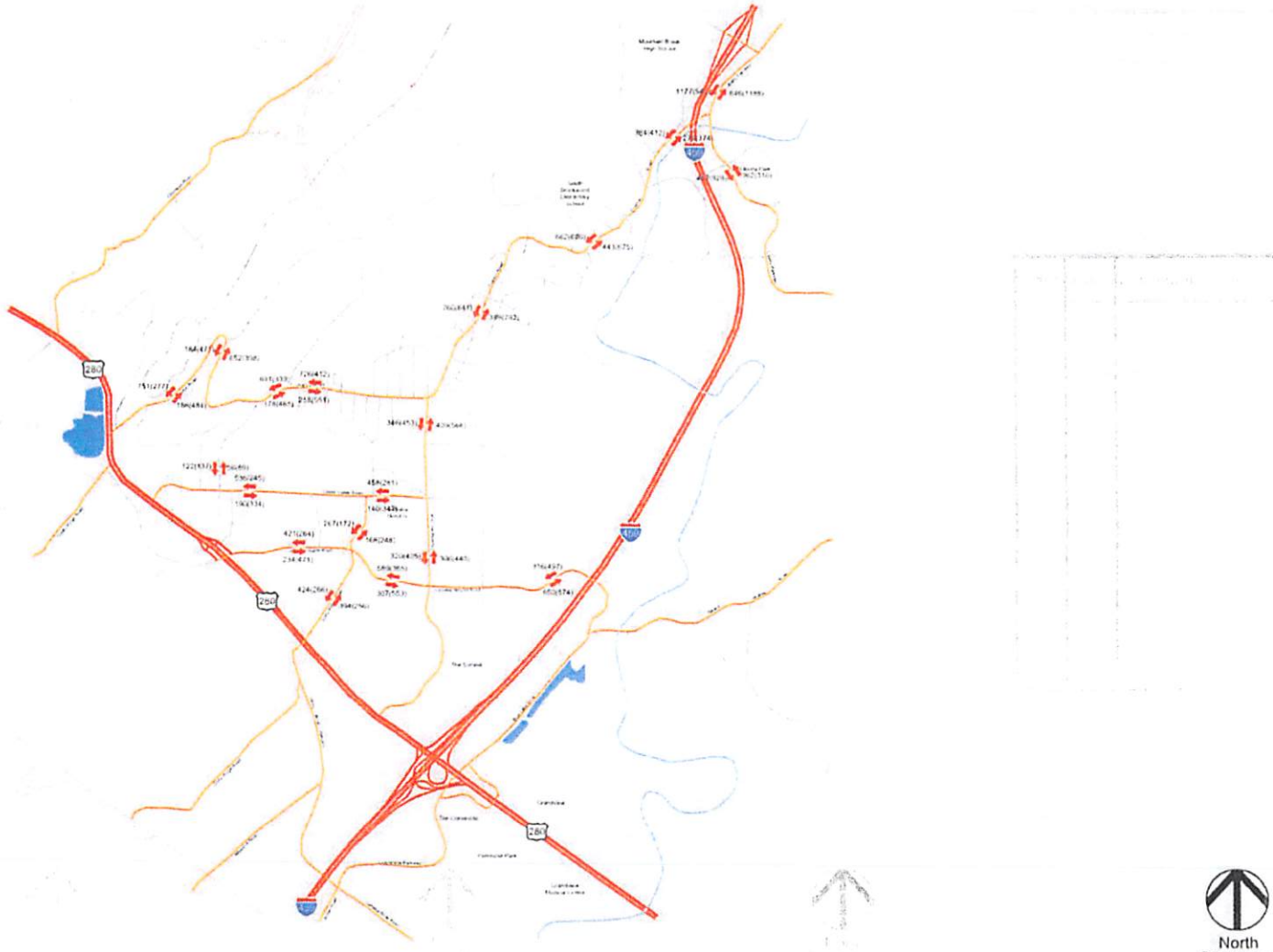

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Figure 5 - Existing Peak Hour Traffic Volumes

Overton Road APPLE

January 2020

Existing Roadway Capacity Deficiencies

Based on the results of the existing capacity analyses, the following roadway segments are currently operating at or over capacity:

- On a daily traffic volume basis:
  - Overton Road, from Oakdale Drive to Locksley Drive
  - Crosshaven Drive, from Overton Road to Cahaba Heights Road
  - Cahaba Heights Road, from Crosshaven Drive to Dolly Ridge Road
- On a peak hour traffic volume basis:
  - Overton Road, from Oakdale Drive to Locksley Drive
  - Overton Road, from North Woodridge Road to U.S. Highway 280
  - Crosshaven Drive, from Overton Road to Green Valley Road
  - Cahaba Heights Road, from Sicard Hollow Road to Crosshaven Drive

Existing Drive Times

Existing drive times were conducted on Overton Road between Liberty Parkway and U.S. Highway 280 on January 7-9, 2020. The results of the drive times are shown in Table 5 and are depicted graphically in the maps on the following page. The levels of service based on the drive times are derived from information contained in the *Highway Capacity Manual*.

The levels of service calculated based on the drive times on Overton Road are overall better than the levels of service calculated based on daily and peak hour traffic volumes. The difference lies in the fact that the traffic volume-based levels of service are calculated on a segment-by-segment basis. The drive time levels of service are for travel speeds for the entire corridor. Currently, traffic is significantly lower than free-flow speed only during the a.m. peak period, and only in two locations:

- approaching South Brookwood Road
- approaching U.S. Highway 280

As will be shown in the "Observations" section of this report, in these instances, travel speeds in these specific areas of Overton Road were less than 10 miles per hour, clearly level of service "F" in these locations.

Table 5
Drive Times
Overton Road between Liberty Parkway and U.S. Highway 280

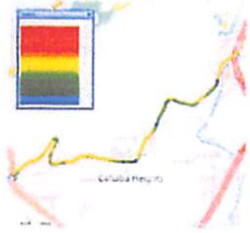
AM Peak Period									
Eastbound					Westbound				
Start Time	Length (miles)	Duration	Speed (mph)	LOS	Start Time	Length (miles)	Duration	Speed (mph)	LOS
7:16	4.34	9:48	27	B	7:21	4.47	10:17	26	B
7:40	4.44	12:32	21	C	7:40	4.28	10:22	25	B
8:05	4.37	8:23	31	A	7:53	4.43	18:45	14	D
PM Peak Period									
Eastbound					Westbound				
Start Time	Length (miles)	Duration	Speed (mph)	LOS	Start Time	Length (miles)	Duration	Speed (mph)	LOS
4:24	4:30	10:40	24	C	4:24	4.56	9:58	27	B
4:47	4.33	8:43	30	B	4:36	4.40	9:57	27	B
4:58	4.45	10:16	26	B	4:58	4.32	8:23	31	A

LOS	Speed
A	>30 mph
B	24-30 mph
C	18-24 mph
D	14-18 mph
E	10-14 mph
F	< 10 mph

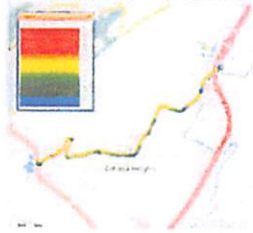
Overton Road Drive Time Maps

Overton Road Drive Time Maps Overton Road Drive Time Maps

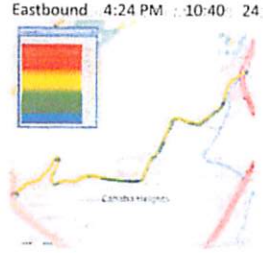
Eastbound 7:16 AM 9:48 21 mph



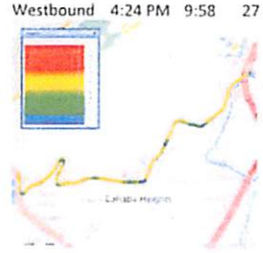
Westbound 7:21 AM 10:17 26 mph



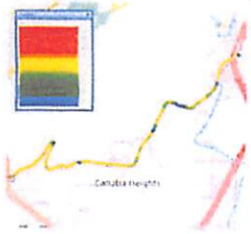
Eastbound 4:24 PM 10:40 24 mph



Westbound 4:24 PM 9:58 27 mph

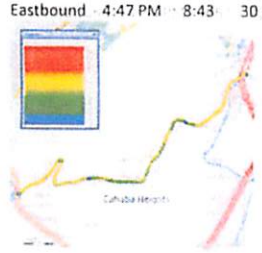


Eastbound 7:40 AM 12:32 27 mph



Westbound 7:40 AM 10:22 25 mph

Eastbound 4:47 PM 8:43 30 mph



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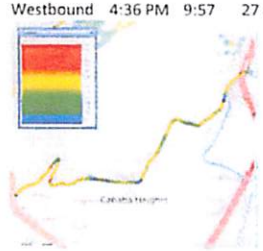
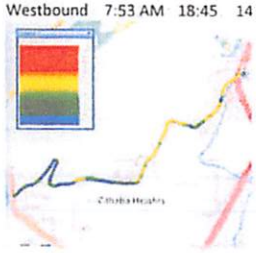
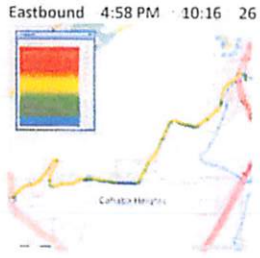


Eastbound 8:05 AM 8:23 31 mph

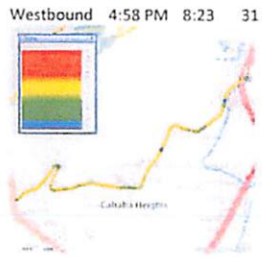
Westbound 7:53 AM 18:45 14 mph



Eastbound 4:58 PM 10:16 26 mph



Westbound 4:58 PM 8:23 31 mph



Available Right-of-Way

Existing right-of-way on Overton Road varies from 40 feet to 80 feet in width. In general, the narrower rights-of-way extend from U.S. Highway 280 to east of Crosshaven Drive, while the wider rights-of-way extend from east of Crosshaven Drive to Liberty Parkway. A summary map of existing available right-of-way on Overton Road is shown in Figure 6.

Existing Sidewalk Inventory

An inventory of existing sidewalks on Overton Road and connecting roadways was performed. This inventory is depicted in Figures 7, 8, and 9.

Observations

AM Peak Period

- Queue on Overton Road westbound from South Brookwood Road to River Bend Lane. Queue length of 1,220 feet. Total time in queue 2 minutes 3 seconds. Average speed was 7 miles per hour.

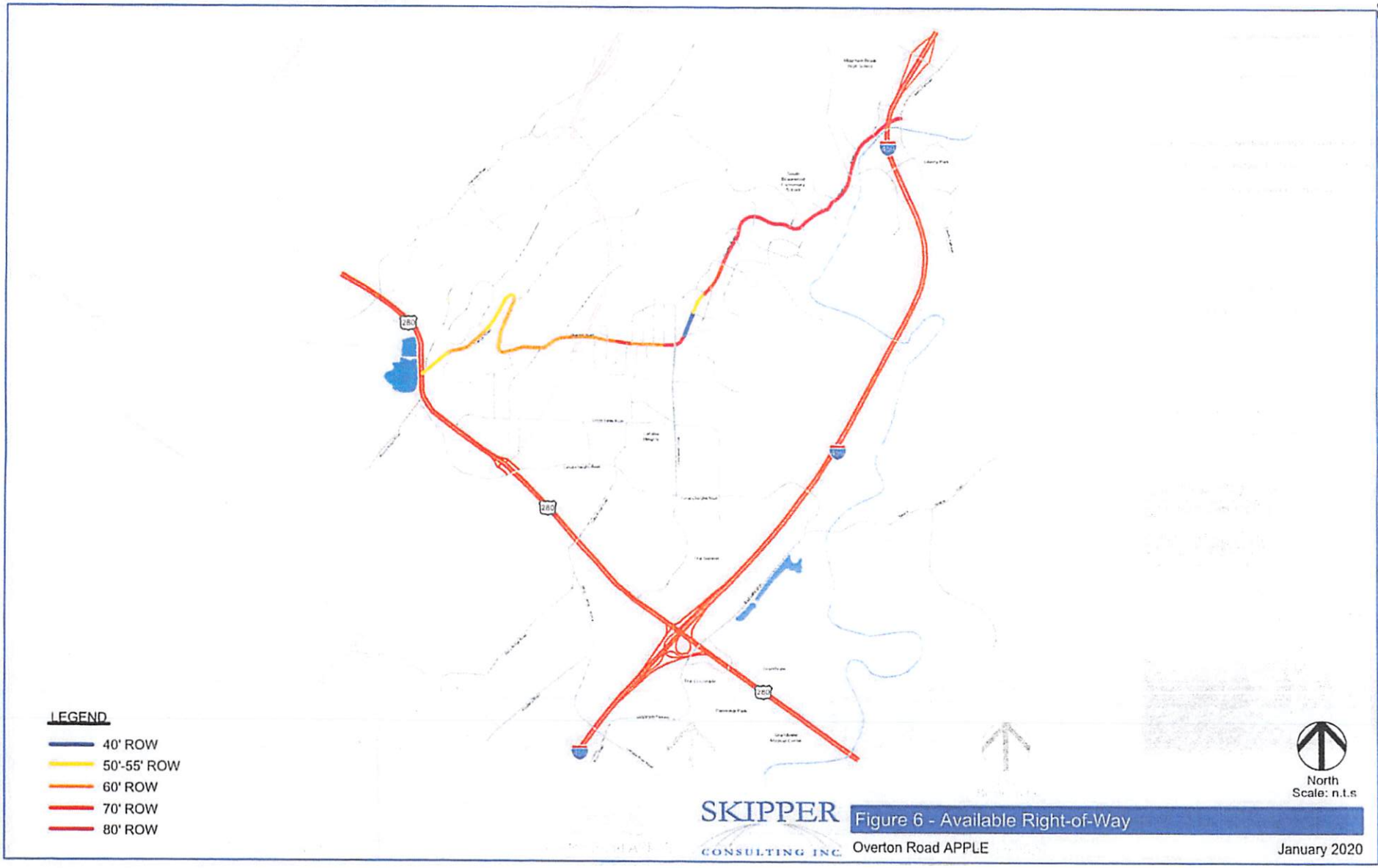
- Queue on Overton Road eastbound from South Brookwood Road to east of Briar Oak Drive. Queue length of 1,470 feet. Total time in queue 3 minutes 12 seconds. Average speed was 5 miles per hour.

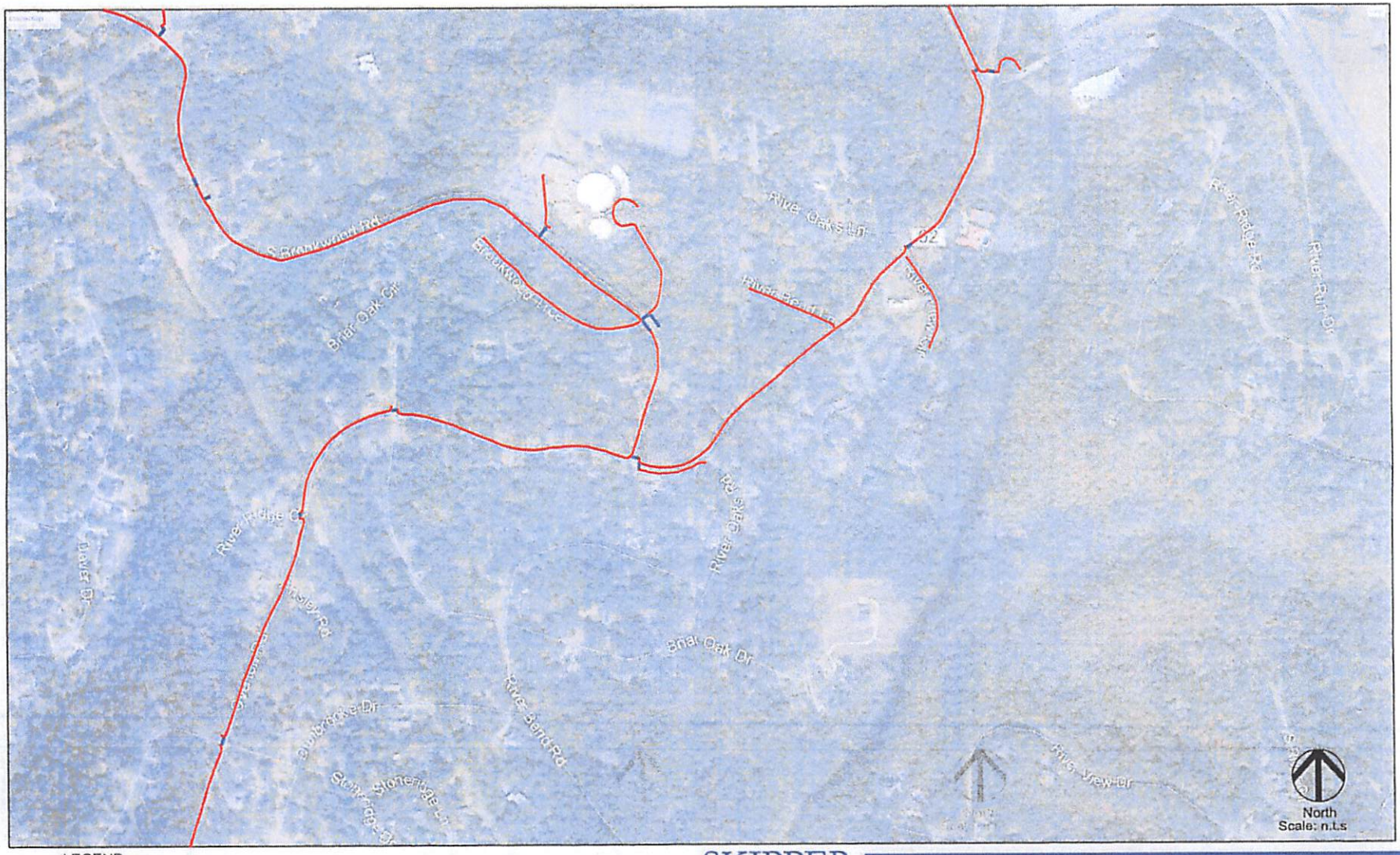
- Queue in left turn from U.S. Highway 280 eastbound onto Overton Road. Queue length of 590 feet. Total time in queue 8 minutes 21 seconds.

- Slow traffic/rolling queue on Overton Road westbound from just west of Crosshaven Drive to U.S. Highway 280. Length of section is 2.04 miles. Total time to traverse section was 13 minutes 21 seconds. Average speed was 9 miles per hour.

PM Peak Period

No significant queues or delays were observed during the p.m. peak period of traffic.


LEGEND
40' ROW
50'-55' ROW
60' ROW
70' ROW
80' ROW
North
Scale: n.t.s
SKIPPER
CONSULTING INC.
Figure 6 - Available Right-of-Way
Overton Road APPLE
January 2020



LEGEND

SIDEWALK

CROSSWALK

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Figure 7 - Existing Sidewalks

Overton Road APPLE

January 2020

LEGEND
SIDEWALK
CROSSWALK

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Figure 8 - Existing Sidewalks

Overton Road APPLE

January 2020

LEGEND

SIDEWALK

CROSSWALK

North
Scale: n.t.s

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Figure 9 - Existing Sidewalks

Overton Road APPLE

January 2020

Historical Traffic Growth

Historical traffic counts on area roadways were obtained from the Alabama Department of Transportation and were then subjected to an analysis to determine the yearly traffic growth rates. The data and analysis are shown in Table 6 and are graphically depicted in Figure 10.

Table 6
Historical Traffic Growth

Overton Road

	w. of Liberty Pkwy		w. of S. Brookwood Rd		e. of Crosshaven Dr		e. of Locksley Dr		e. of US-280	
2018	7,035	1.7%	11,597	-6.2%	13,920	0.0%	10,000	0.0%	8,420	5.0%
2017	6,920	-2.3%	12,370	-2.3%	13,920	-2.3%	10,000	-5.4%	8,020	2.6%
2016	7,080	2.5%	12,660	2.4%	14,250	2.4%	10,570	2.4%	7,820	2.5%
2015	6,910	2.1%	12,360	2.0%	13,910	2.0%	10,320	2.0%	7,630	7.2%
2014	6,770	9.2%	12,120		13,640	0.4%	10,120	9.3%	7,120	0.8%
2013	6,200				13,590	0.8%	9,260		7,060	
2012					13,480	4.0%				
2011					12,960	-1.0%				
2010					13,090	0.0%				
2009					13,090					
overall		*2.7%*		*-1.1%*		*0.7%*		*1.6%*		*3.9%*

Liberty Parkway

	s. of River Run Dr	
2018	11,161	10.4%
2017	10,110	-0.1%
2016	10,120	2.4%
2015	9,880	2.0%
2014	9,690	
overall		*3.8%*

Dolly Ridge Road

	s. of Cahaba Heights Rd	
2018	6,960	0.0%
2017	6,960	-0.6%
2016	7,000	2.5%
2015	6,830	
overall		*0.6%*

Crosshaven Drive

	n. of Green Valley Rd		s. of Green Valley Rd	
2018			11,071	
2017	14,250	1.9%	11,420	2.6%
2016	13,980	2.4%	11,130	2.5%
2015	13,650	-6.8%	10,860	-6.9%
2014	14,650	17.2%	11,670	0.8%
2013	12,500		11,580	
overall		*3.5%*		*-0.9%*

Green Valley Road

	w. of Crosshaven Dr		e. of Knollwood Dr	
2018	7,550	0.0%		
2017	7,550	-0.8%	8,580	-2.3%
2016	7,610	2.4%	8,780	2.5%
2015	7,430	0.0%	8,570	0.0%
2014	7,430	10.1%	8,570	9.5%
2013	6,750		7,830	
overall		*2.4%*		*2.4%*

Cahaba Heights Road/Pump House Road

	e. of Crosshaven Dr		w. of Crosshaven Dr		e. of US-280	
2018	9,080	-6.2%	11,560	-8.0%	8,230	1.2%
2017	9,680	-0.6%	12,560	-0.1%	8,130	-0.6%
2016	9,740	2.4%	12,570	2.4%	8,180	2.5%
2015	9,510	2.0%	12,270	2.0%	7,980	2.0%
2014	9,320		12,030		7,820	5.5%
2013					7,410	
overall		-0.6%		-1.0%		2.2%

Planned and Programmed Roadway Improvements

Current local and regional transportation plans were reviewed to determine any planned and/or programmed roadway improvements slated for roadways within the study area. The following sections address these projects. A map of the proposed projects is included in Figure 11.

Local Capital Improvements

The City of Vestavia Hills has a programmed project to widen Crosshaven Drive to a three lane cross section from Overton Road to Cahaba Heights Road. The project includes addition of a sidewalk on the east side of Crosshaven Drive for the length of the project. The project also includes a right turn lane from Overton Road eastbound onto Crosshaven Drive and a right turn lane from Cahaba Heights Road westbound onto Crosshaven Drive. The project is currently in right-of-way acquisition, and is scheduled for construction in 2020.

Transportation Improvement Program (TIP)

The FY 2020-2023 Transportation Improvement Program (TIP) has two projects within the study area. The first project is the Jefferson County TOPICS VIII project, which includes intersection improvements to the intersection of Crosshaven Drive at Green Valley Road. A conceptual improvement plan is shown as an inset on Figure 10 (provided by Neel-Schaffer, Inc.) Utility Relocation was scheduled for FY 2019, but has not yet been authorized. Construction is scheduled for FY 2020.

The second project in the FY 2020-2023 TIP is a Transportation Alternatives Program (TAP) grant for construction of a sidewalk on Dunbarton Drive from North Woodridge Drive to Locksley Drive. Construction was scheduled for FY 2019, but has not yet begun.

Regional Transportation Plan (RTP)

There are no projects in the study area in the current 2045 Regional Transportation Plan (RTP) of the Birmingham Metropolitan Organization (MPO).

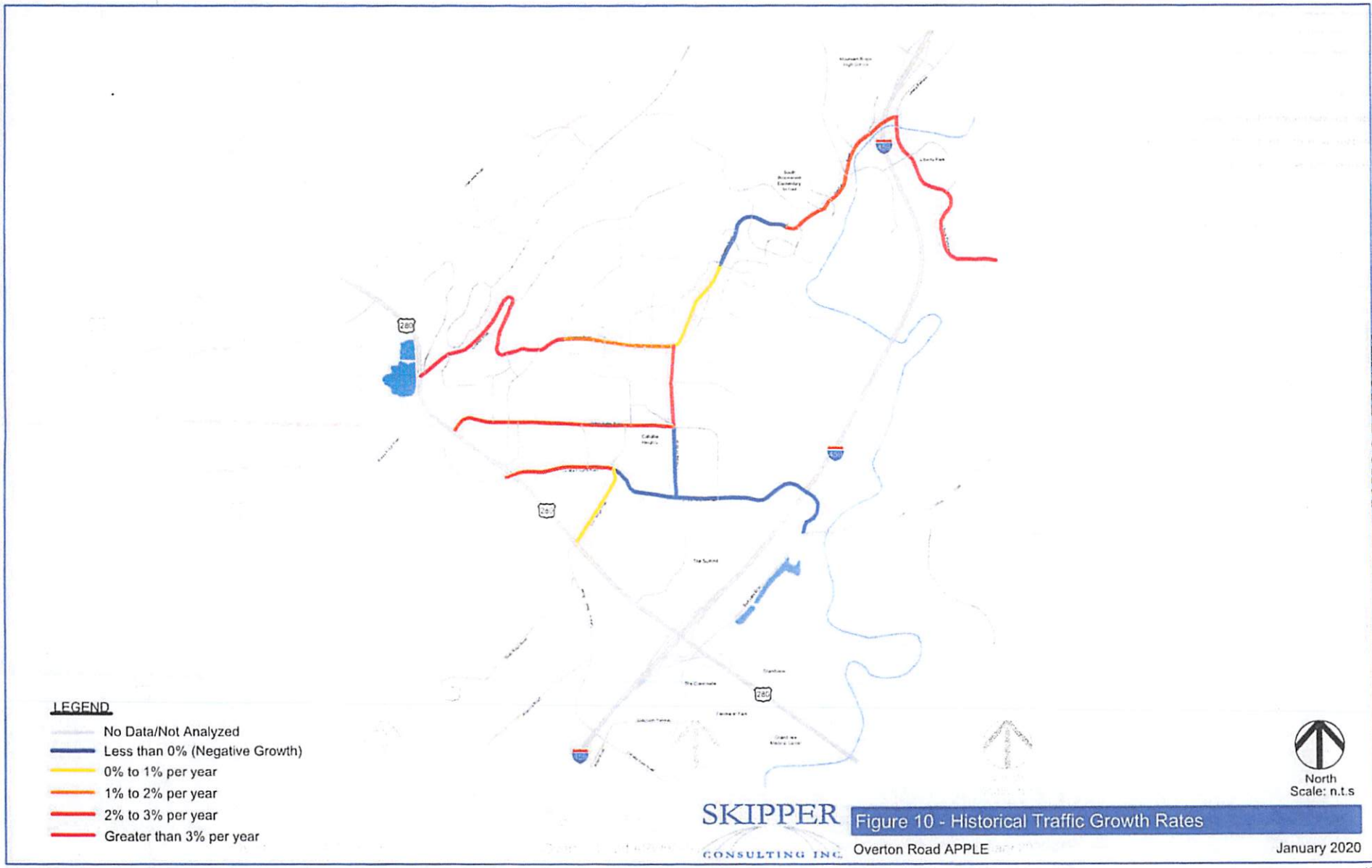
LEGEND
No Data/Not Analyzed
Less than 0% (Negative Growth)
0% to 1% per year
1% to 2% per year
2% to 3% per year
Greater than 3% per year
North
Scale: n.t.s
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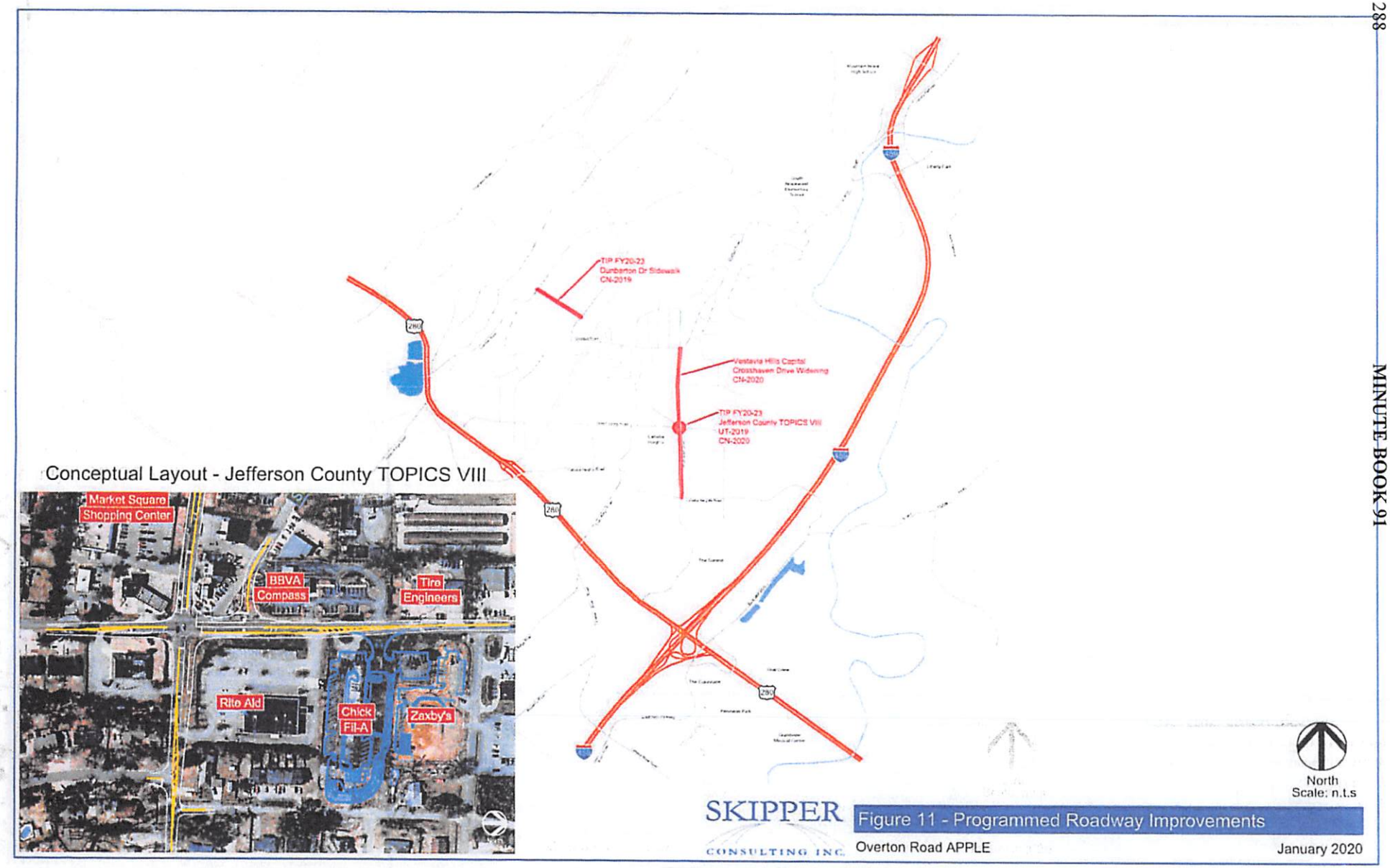
Figure 10 - Historical Traffic Growth Rates
Overton Road APPLE
January 2020


TIP FY20-23
Dunberton Dr Sidewalk
CN-2019
Vestavia Hills Capital
Crosshaven Drive Widening
CN-2020
TIP FY20-23
Jefferson County TOPICS VIII
UT-2019
CN-2020
Conceptual Layout - Jefferson County TOPICS VIII
Market Square
Shopping Center
BBVA
Compass
Tire
Engineers
Rite Aid
Chick
Fil-A
Zaxby's
North
Scale: n.t.s
SKIPPER
CONSULTING INC.
Figure 11 - Programmed Roadway Improvements
Overton Road APPLE
January 2020

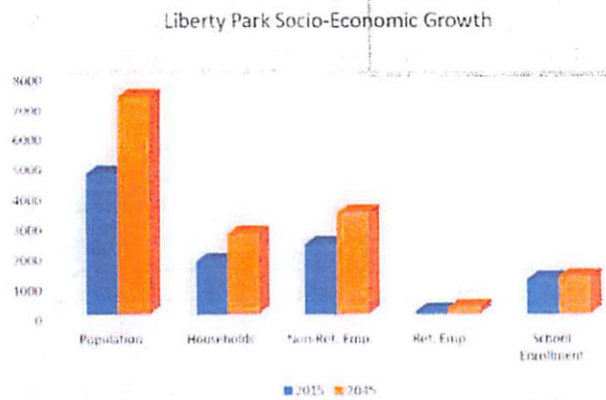
Liberty Park Socio-Economic Data

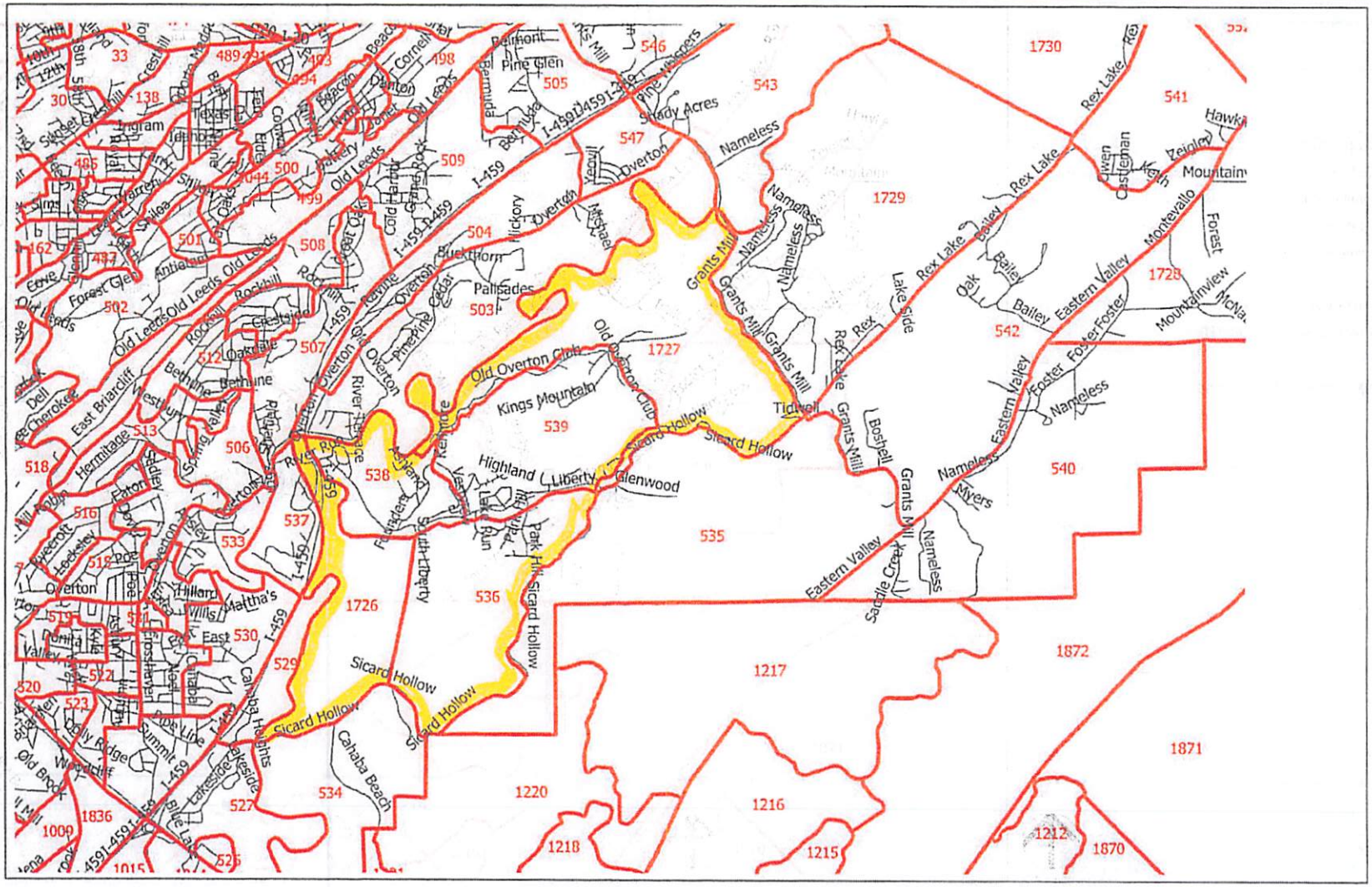
A major source of new traffic projected to use Overton Road and other roadways within the study area is continued development at Liberty Park. The regional transportation demand model maintained by the Regional Planning Commission of Greater Birmingham (RPCGB) includes significant growth for Liberty Park, but does not match current proposed developments in Liberty Park. This, and the following section of this report, compares projected socio-economic growth within Liberty Park to current development plans.

Liberty Park occupies the majority of land contained within the following traffic analysis zones (TAZs) used in the regional transportation demand model: TAZ 536, 538, 539, 1726, and 1727. The location of these TAZs is shown in Figure 12. The base year (2015) and future year 2045 socio-economic data and projections for these TAZs are shown in Table 7, along with a calculation of the projected growth within each TAZ.

Table 7
Liberty Park Socio-Economic Data

TAZ	Population	Households	Vacant Households	Occupied Households	Non-Retail Employment	Retail Employment	School Enrollment	Median Income
Base Year 2015								
536	1,318	564	29	535	124	1	1,130	$51,406
538	259	124	5	119	1,888	54	0	$47,336
539	1,958	642	36	606	301	35	0	$47,336
1726	2	2	0	2	4	4	0	$51,406
1727	1,119	410	37	373	0	0	0	$47,336
Totals	*4,656*	*1,742*	*107*	*1,635*	*2,317*	*94*	*1,130*	
Future Year 2045								
536	1653	714	43	671	324	1	1,230	
538	259	124	5	119	1913	79	0	
539	1975	657	20	637	301	35	0	
1726	2	2	0	2	718	104	0	
1727	3341	1185	71	1114	96	0	0	
Totals	*7230*	*2682*	*139*	*2543*	*3352*	*219*	*1230*	
Growth 2015-2045								
536	335	150	14	136	200	0	100	
538	0	0	0	0	25	25	0	
539	17	15	-16	31	0	0	0	
1726	0	0	0	0	714	100	0	
1727	2,222	775	34	741	96	0	0	
Totals	*2,574*	*940*	*32*	*908*	*1,035*	*125*	*100*	





North
Scale: n.t.s

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Figure 12 - Traffic Analysis Zone Map

Overton Road APPLE

January 2020

Liberty Park Development Information

Information on planned and under construction developments within Liberty Park was obtained from the City of Vestavia Hills and an earlier traffic study performed for Liberty Park by Atkins. Table 8 is a listing of the planned/under construction developments, including land use, size, and estimated socio-economic data. Information on the employment per square foot of various land uses was derived from information contained in the U.S. Energy Information Administration publication *Commercial Buildings Energy Consumption Survey (2012)*.

Table 8
Liberty Park Development Data

Land Use	Size		Population	Households	Non-Retail Employment	Retail Employment
Assisted Living Facility	100	beds	100	100		
Retail	20,000	sq.ft.				44
The Bray						
Convenience Store/Gas Station*	8	pumps				15
Office (East)	15,000	sq.ft.			27	
Grocery Store	48,400	sq.ft.				116
Office (West)	35,000	sq.ft.			62	
Retail	100,000	sq.ft.				220
Townhouses	100	d.u.'s	270	100		
Single Family Residential	1,000	d.u.'s	2700	1,000		
Single Family Residential	400	d.u.'s	1,080	400		
Cahaba Station						
Retail	14,179	sq.ft.				31
Office	9983	sq.ft.			18	
Restaurant	4600	sq.ft.				24
Encompass Health						
2018	200,000	sq.ft.			527	
2040	200,000	sq.ft.			+133	
Totals			**4,150**	**1,500**	**767**	**450**

The socio-economic data shown in Table 8 was compared to RPCGB predicted growth in socio-economic data for the TAZ's encompassing Liberty Park. This review is summarized in Table 9.

Table 9
Socio-Economic Growth Data Comparison

	Population	Households	Non-Retail Employment	Retail Employment
RPCGB Predicted TAZ Growth	2,574	940	1,035	125
Liberty Park Predicted Growth	4,150	1,500	767	450

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Liberty Park Trip Generation

The number of daily trips estimated to be generated by the planned developments at Liberty Park was calculated using information from the Institute of Transportation Engineers publications *Trip Generation* and *Trip Generation Handbook*. For certain land uses, particularly retail and customer-oriented uses, a portion of the trips will remain internal to Liberty Park (i.e., a person who lives in Liberty Park going to a restaurant in Liberty Park). This is expressed as the "Internal Capture Rate". "External Trips" are those trips which will impact regional roadways outside Liberty Park, such as I-459, Sicard Hollow Road, Overton Road, and other roadways within the study area. Of all external trips, it is estimated that approximately 20% will use Overton Road and other roadways in the study area. The daily trip generation estimate for planned developments in Liberty Park is shown in Table 10. As shown, the planned development in Liberty Park is anticipated to add approximately 4,000 vehicles per day to Overton Road and other roadways in the study area

Table 10
Liberty Park Trip Generation

Land Use	Size		Daily Trips	Internal Capture Rate	External Trips	% Assigned to Study Area	Trips Assigned to Study Area
Assisted Living Facility	100	beds	284	0%	284	20%	58
Retail	20,000	sq.ft.	894	62%	340	20%	68
The Bray							
Convenience Store/Gas	8	pumps	1,348	93%	94	20%	20
Office (East)	15,000	sq.ft.	304	0%	304	20%	62
Grocery Store	48,400	sq.ft.	4,472	49%	2,280	20%	456
Office (West)	35,000	sq.ft.	580	0%	580	20%	116
Retail	100,000	sq.ft.	4,316	62%	1,640	20%	328
Townhouses	100	d.u.'s	644	0%	644	20%	130
Single Family Residential	1,000	d.u.'s	8,736	0%	8,736	20%	1,748
Single Family Residential	400	d.u.'s	3,760	0%	3,760	20%	752
Cahaba Station							
Retail	14,179	sq.ft.	644	62%	246	20%	50
Office	9983	sq.ft.	224	0%	224	20%	46
Restaurant	4600	sq.ft.	414	62%	158	20%	32
Encompass Health							
2040	+133	emp.	440	0%	440	20%	88
Totals			**27,060**		**19,730**		**3,954**

Liberty Park Trip Assignment

As shown in the previous section of this report, planned development at Liberty Park is anticipated to add approximately 4,000 vehicles per day to Overton Road and other roadways in the study area. This traffic will be concentrated at the entry points from Liberty Park, specifically: 1) the intersection of Liberty Parkway at Overton Road, and 2) the intersection of River Run Drive at Overton Road. Traffic will disperse as it travels along Overton Road at major divergence points, specifically: 1) South Brookwood Road, 2) Crosshaven Drive, and 3) Knollwood Drive. The estimated assignment of trips generated by planned developments in Liberty Park is depicted in Figure 13.

Regional Transportation Demand Model Assignment

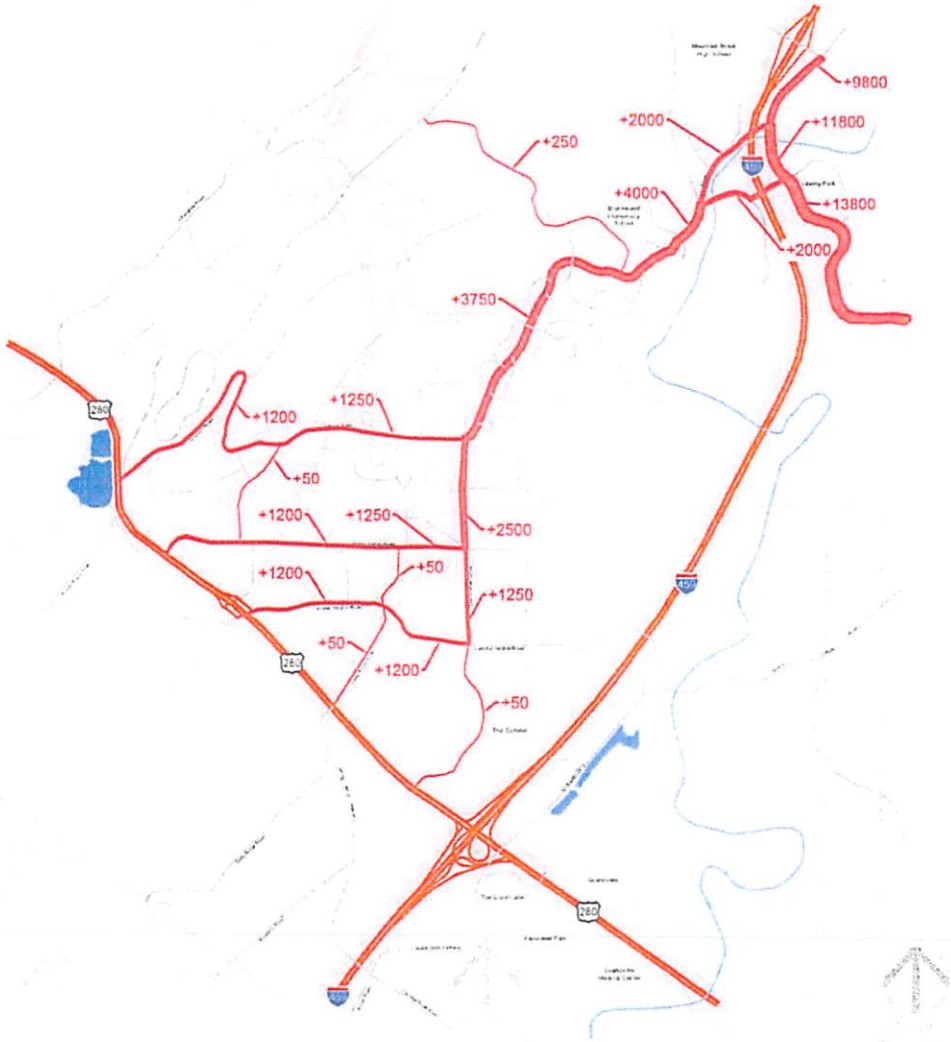
The regional transportation demand model for the Birmingham area was used to determine future 2040 traffic volume projections for the study area roadways. This information is presented in Figure 14.

Future Daily Traffic Volume Projections

Future 2040 daily traffic volume projections for study area roadways was projected by using a compilation of three different methods to project traffic growth:

- Applying the percent per year growth rates as determined based on historical traffic counts to the existing traffic counts
- Adding the projected traffic volumes generated by planned developments at Liberty Park to the existing traffic volumes
- The regional transportation demand model output

Generally, the results of the three methods were averaged, but in some cases anomalous values were rejected. The resultant projected 2040 traffic volumes in the study area are shown in Figure 15 and Table 11. Table 11 also compares the projected 2040 traffic volumes to existing 2019 traffic volumes.



North
Scale: n.t.s

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Figure 13 - Liberty Park Trip Assignment

Overton Road APPLE

January 2020

North
Scale: n.t.s

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Figure 14 - Regional 2040 Model Assignment

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Figure 15 - Future 2040 Daily Traffic Volumes

Overton Road APPLE

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Table 11
Existing and Future 2040 Daily Traffic Volumes

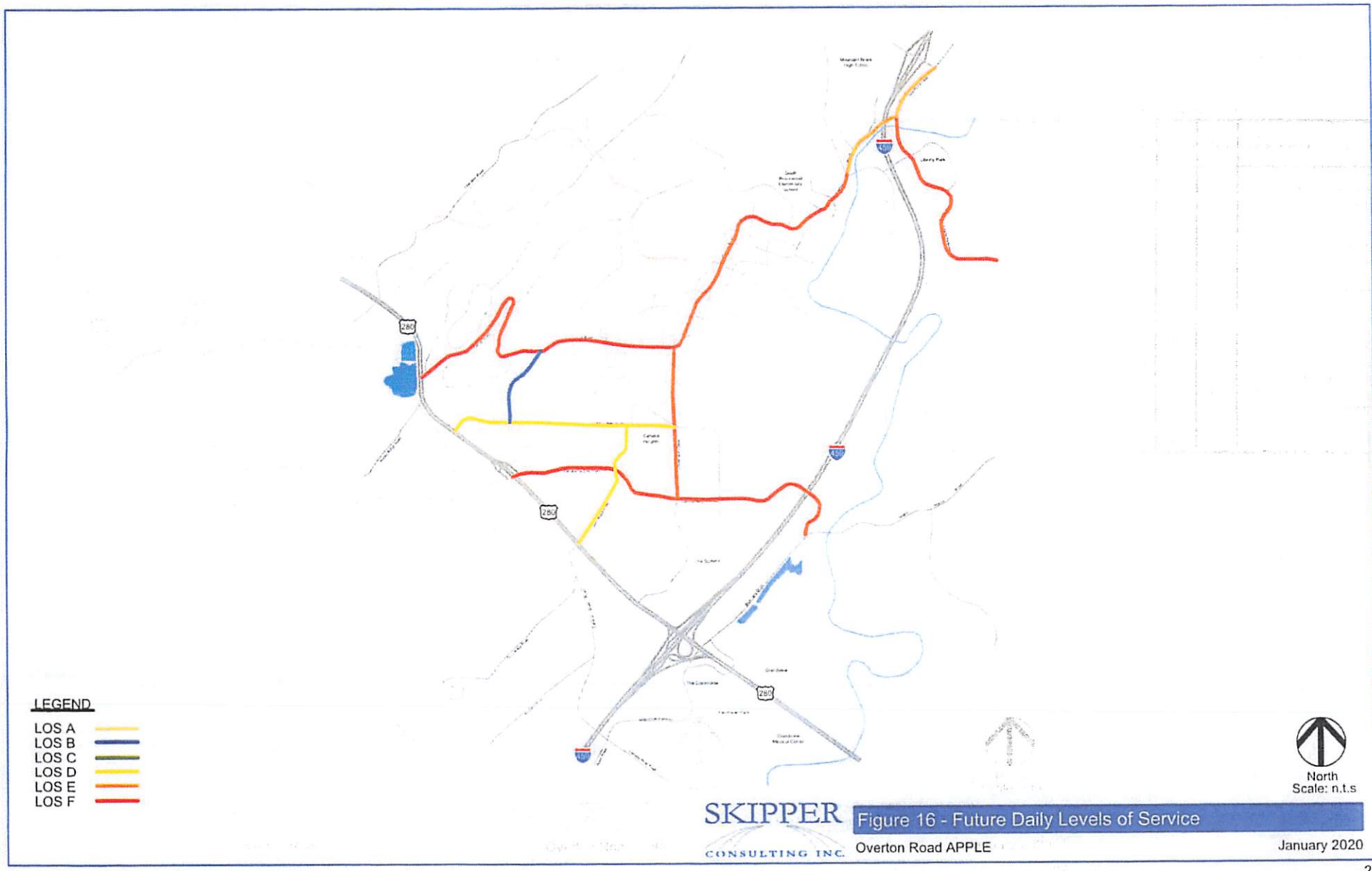
Roadway	Segment	Classification	Cross Section	Existing Volume	Projected 2040 Volume
Overton Road	Liberty Pkwy to Oakdale Dr	Minor Arterial	Two Lane	7,800	10,900
	Oakdale Dr to South Brookwood Rd	Minor Arterial	Two Lane	12,700	18,000
	S. Brookwood Rd to Crosshaven Dr	Minor Arterial	Two Lane	14,800	18,300
	Crosshaven Dr to Locksley Dr	Local	Two Lane	10,400	13,200
	Locksley Dr to Knollwood Dr	Local	Two Lane	8,800	12,500
	Knollwood Dr to North Woodridge Rd	Local	Two Lane	8,100	11,500
	North Woodridge Rd to US-280	Local	Two Lane	8,800	12,400
Crosshaven Drive	Overton Rd to Green Valley Rd	Minor Arterial	Two Lane	11,200	16,400
	Green Valley Rd to Cahaba Heights Rd	Collector	Two Lane	10,500	12,300
Liberty Parkway	River Run Ln to Overton Rd	Collector	Four Lane Divided	12,000	22,600
	Overton Rd to Overton Access Rd	Collector	Four Lane Divided	17,600	27,400
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	Minor Arterial	Two Lane	7,100	9,400
	Dolly Ridge Rd to Knollwood Dr	Minor Arterial	Two Lane	7,200	9,600
Cahaba Heights Road/Pump House Road	Sicard Hollow Rd to Crosshaven Dr	Collector	Two Lane	10,000	11,700
	Crosshaven Dr to Dolly Ridge Rd	Collector	Two Lane	11,200	12,800
	Dolly Ridge Road to US-280	Collector	Two Lane	8,800	11,600
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	Local	Two Lane	5,000	5,800
	Cahaba Heights Rd to US-280	Local	Two Lane	7,600	8,700
Knollwood Drive	Green Valley Rd to Overton Rd	Local	Two Lane	2,400	2,400

Future Daily Levels of Service

Future 2040 daily levels of service for roadways in the study area were calculated based on information contained in the *2012 FDOT Quality/Level of Service Handbook*. The service flow volumes for each level of service for each roadway cross section are shown in Table 2. The future daily roadway levels of service are shown in Table 12 and Figure 16.

Table 12
Future 2040 Daily Levels of Service

Roadway	Segment	Classification	Cross Section	Capacity	Volume	v/c	LOS
Overton Road	Liberty Pkwy to Oakdale Dr	Minor Arterial	Two Lane	10,920	10,900	1.00	E
	Oakdale Dr to South Brookwood Rd	Minor Arterial	Two Lane	10,920	18,000	1.65	F
	South Brookwood Rd to Crosshaven Dr	Minor Arterial	Two Lane	10,920	18,300	1.68	F
	Crosshaven Dr to Locksley Dr	Local	Two Lane	10,920	13,200	1.21	F
	Locksley Dr to Knollwood Dr	Local	Two Lane	10,920	12,500	1.14	F
	Knollwood Dr to North Woodridge Rd	Local	Two Lane	10,920	11,500	1.05	F
	North Woodridge Rd to US-280	Local	Two Lane	10,920	12,400	1.14	F
Crosshaven Drive	Overton Rd to Green Valley Rd	Minor Arterial	Two Lane	11,470	16,400	1.50	F
	Green Valley Rd to Cahaba Heights Rd	Collector	Two Lane	11,470	12,300	1.13	F
Liberty Parkway	River Run Ln to Overton Rd	Collector	Four Lane Divided	28,500	22,600	0.79	E
	Overton Rd to Overton Access Rd	Collector	Four Lane Divided	28,500	27,400	0.96	E
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	Minor Arterial	Two Lane	10,920	9,400	0.86	D
	Dolly Ridge Rd to Knollwood Dr	Minor Arterial	Two Lane	10,920	9,600	0.88	D
Cahaba Heights Road/Pump House Road	Sicard Hollow Rd to Crosshaven Dr	Collector	Two Lane	10,920	11,700	1.07	F
	Crosshaven Dr to Dolly Ridge Rd	Collector	Two Lane	10,920	12,800	1.17	F
	Dolly Ridge Road to US-280	Collector	Two Lane	10,920	11,600	1.06	F
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	Local	Two Lane	10,920	5,800	0.53	D
	Cahaba Heights Rd to US-280	Local	Two Lane	10,920	8,700	0.80	D
Knollwood Drive	Green Valley Rd to Overton Rd	Local	Two Lane	10,920	2,400	0.22	B


LEGEND
LOS A
LOS B
LOS C
LOS D
LOS E
LOS F
North
Scale: n.t.s
SKIPPER
CONSULTING INC.
Figure 16 - Future Daily Levels of Service
Overton Road APPLE
January 2020

Future Peak Hour Traffic Volume Projections

Future 2040 peak hour traffic volumes were calculated for study area roadways using the projected future 2040 daily traffic volumes and the K and D factors developed earlier in this report. The future 2040 a.m. and p.m. peak hour traffic volumes are depicted in Table 13 and Figure 17.

Future Peak Hour Levels of Service

Future 2040 peak hour levels of service for roadways in the study area were calculated based on information contained in the 2012 FDOT Quality/Level of Service Handbook. The service flow volumes for each level of service for each roadway cross section are shown in Table 2. The future 2040 peak hour roadway levels of service are shown in Table 13.

Future Roadway Capacity Deficiencies

Based on the results of the future 2040 capacity analyses, the following roadway segments are currently operating at or over capacity:

- On a daily traffic volume basis:
  - Overton Road, from Oakdale Drive to U.S. Highway 280
  - Crosshaven Drive, from Overton Road to Cahaba Heights Road
  - Cahaba Heights Road/Pump House Road, from Sicard Hollow Road to U.S. Highway 280
- On a peak hour traffic volume basis:
  - Overton Road, from Liberty Parkway to U.S. Highway 280
  - Crosshaven Drive, from Overton Road to Cahaba Heights Road
  - Liberty Parkway, from Overton Road to Overton Access Road
  - Cahaba Heights Road, from Sicard Hollow Road to Dolly Ridge Road

Overton Road Cross Section to Alleviate Deficiencies

In order to bring all projected 2040 daily and peak hour levels of service on Overton Road, the cross sections would be required to be widened to four lane undivided cross section from Liberty Parkway to U.S. Highway 280.

The typical right-of-way to accommodate a four lane undivided cross section, including sidewalks on both sides, would be a minimum of 90 feet. The existing right-of-way varies from 40 feet to 80 feet. Widening of Overton Road to a four lane undivided cross section would require the acquisition of approximately 495,000 square feet of right-of-way. Using a typical cost of right-of-way acquisition of $15 per square foot, purchase of right-of-way alone to widen Overton Road to a four lane undivided cross section would be approximately $7.4 million dollars.

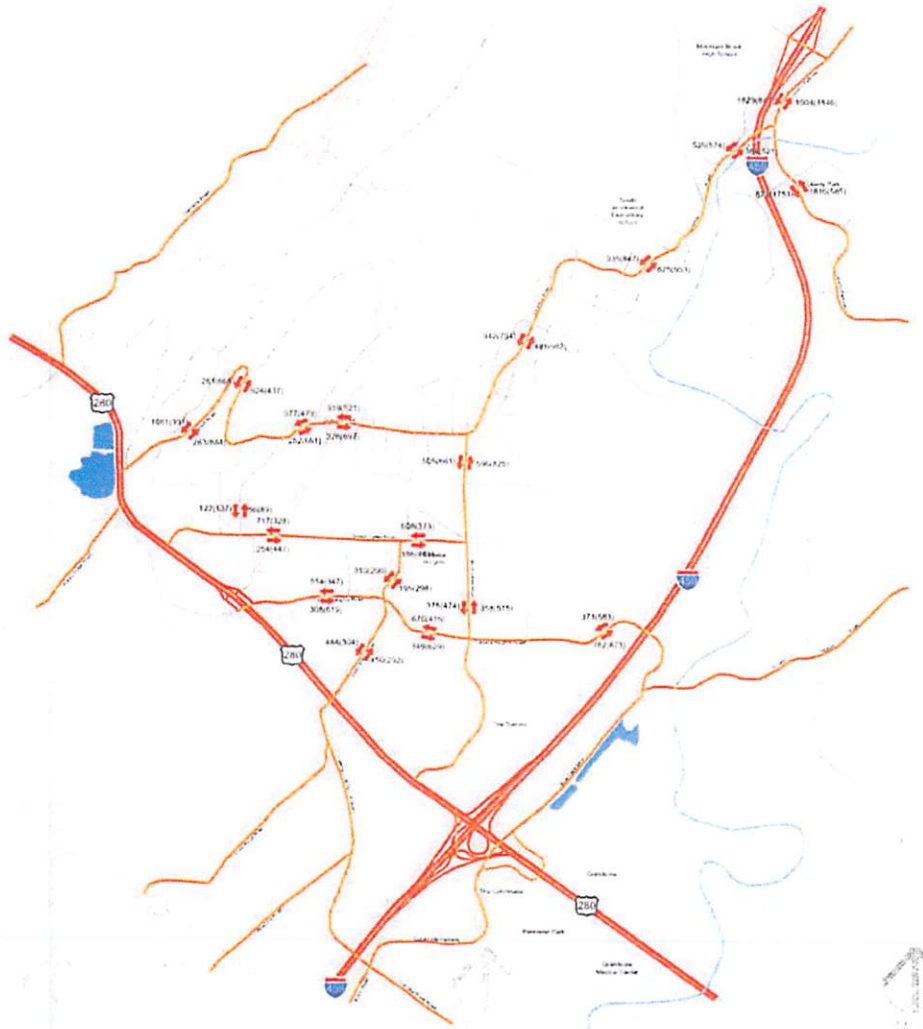
The total preliminary estimated project cost to widen Overton Road to a four lane undivided cross section from Liberty Parkway to U.S. Highway 280 is $53.7 million dollars, generally subdivided as follows:

Preliminary Engineering	$ 3.8 million
Right-of-Way	$ 7.4 million
Utilities	$13.5 million
Construction	$25.2 million
CE&I	$ 3.8 million
Total	$53.7 million

Note: This information is provided for information only and is not to be considered a recommended action.

Table 13
Future 2040 Peak Hour Traffic Volumes and Levels of Service

Roadway	Segment	Daily Volume	AM Peak Hour						PM Peak Hour					
			EB/NB	WB/SB	Total	K	D	LOS	EB/NB	WB/SB	Total	K	D	LOS
Overton Road	Liberty Pkwy to Oakdale Dr	10,900	384	535	919	8.4	58%	D	521	574	1,095	10.0	52%	F
	Oakdale Dr to South Brookwood Rd	18,000	625	935	1,560	8.7	60%	F	953	847	1,800	10.0	53%	F
	South Brookwood Rd to Crosshaven Dr	18,300	481	942	1,423	7.8	66%	F	982	794	1,776	9.7	55%	F
	Crosshaven Dr to Locksley Dr	13,200	326	919	1,245	9.4	74%	F	697	521	1,218	9.2	57%	F
	Locksley Dr to Knollwood Dr	12,500	252	977	1,228	9.8	80%	F	661	479	1,141	9.1	58%	F
	Knollwood Dr to North Woodridge Rd	11,500	924	261	1,185	10.3	78%	F	437	668	1,104	9.6	60%	F
	North Woodridge Rd to US-280	12,400	263	1,061	1,324	10.7	80%	F	684	391	1,075	8.7	64%	F
Crosshaven Drive	Overton Rd to Green Valley Rd	16,400	596	505	1,101	6.7	54%	F	825	661	1,486	9.1	56%	F
	Green Valley Rd to Cahaba Heights Rd	12,300	358	375	733	6.0	51%	D	515	474	990	8.0	52%	F
Liberty Parkway	River Run Ln to Overton Rd	22,600	1,816	872	2,688	11.9	68%	E	585	1,753	2,339	10.3	75%	D
	Overton Rd to Overton Access Rd	27,400	1,004	1,829	2,832	10.3	65%	F	1,846	847	2,692	9.8	69%	E
Green Valley Road	Crosshaven Dr to Dolly Ridge Rd	9,400	186	608	794	8.4	77%	D	461	373	834	8.9	55%	D
	Dolly Ridge Rd to Knollwood Dr	9,600	254	717	971	10.1	74%	E	447	328	775	8.1	58%	D
Cahaba Heights Road/ Pump House Road	Sicard Hollow Rd to Crosshaven Dr	11,700	762	371	1,133	9.7	67%	F	673	583	1,256	10.7	54%	F
	Crosshaven Dr to Dolly Ridge Rd	12,800	349	670	1,020	8.0	66%	F	629	415	1,045	8.2	60%	F
	Dolly Ridge Road to US-280	11,600	308	554	861	7.4	64%	D	619	347	966	8.3	64%	E
Dolly Ridge Road	Green Valley Rd to Cahaba Heights Rd	5,800	195	310	505	8.7	61%	D	288	200	488	8.4	59%	D
	Cahaba Heights Rd to US-280	8,700	450	484	933	10.7	52%	E	292	304	596	6.8	51%	D
Knollwood Drive	Green Valley Rd to Overton Rd	2,400	56	122	178	7.4	69%	A	89	137	227	9.4	61%	B



North
Scale: n.t.s

SKIPPER CONSULTING INC.

Figure 17 - Future 2040 Peak Hour Traffic Volumes

Overton Road APPLE

January 2020

Potential Transportation Improvements

Overton Road at South Brookwood Road

Solution to the traffic congestion during the a.m. peak period at the intersection of Overton Road at South Brookwood Road would require construction of a left turn lane on Overton Road eastbound turning onto South Brookwood Road. The turn lane would need to have 180 feet of storage to prevent the left turn queue from blocking the through lane.

This solution has been proposed and rejected by the City in the past due to the disruption to property along Overton Road which would be caused by the widening. However, there appears to be no other viable solution to reduce both the traffic congestion on Overton Road and mitigate the primary crash pattern at the intersection.

The proposed left turn lane could be built within the existing right-of-way, including relocation of the sidewalk on the north side of Overton Road. The existing pavement width is 30 feet from back of curb to back of curb. The proposed maximum pavement width is 38 feet back of curb, which would therefore require equal widening of approximately 4 feet on both sides of the roadway. The existing curb line (and sidewalk, where present) would be disturbed in front of twelve (12) homes on Overton Road.

The proposed left turn lane layout, developed in 2002 and updated to include existing and proposed sidewalks and crosswalks, is shown in Figure 18.

A construction cost estimate was prepared for construction of the proposed left turn lane on Overton Road at South Brookwood Road. The cost estimate is shown in Table 14. The estimated cost for construction, including all overhead activities, is approximately $550,000, including utility relocation. Preliminary engineering and surveying is expected to cost approximately $82,000. The total project cost is approximately $632,000.

Table 14
Cost Estimate – Overton Road at South Brookwood Road

	Quantity	Unit	Unit Cost	Extended Cost
REMOVALS				
Removal of existing traffic control markings	146	sq ft	$ 2.60	$ 379.60
Removal of existing traffic stripe	431	sq ft	$ 2.60	$ 1,120.60
Remove existing traffic signal	1	l.s.	$ 5,000.00	$ 5,000.00
Removal of 30" valley gutter	355	sq yd	$ 12.00	$ 4,096.00
Removal of existing sidewalk	452	sq yd	$ 12.00	$ 5,184.00
Removal of existing driveway apron	120	sq yd	$ 12.00	$ 1,440.00
removal of existing sidewalk/stairs	20	sq yd	$ 12.00	$ 240.00
remove existing drainage structures	2	each	$ 2,000.00	$ 4,000.00
subtotal - removals				*$ 22,240.20*
INSTALLATIONS				
Unclassified excavation	390	cu yd	$ 25.00	$ 9,750.00
Sawcut existing paving	1314	lf	$ 3.00	$ 3,942.00
Base and pave	934	sq yd	$ 30.00	$ 27,320.00
Overlay	1010	sq yd	$ 23.00	$ 23,654.00
Sidewalk, 6'	523	sq yd	$ 35.00	$ 18,405.00
ADA ramp	4	each	$ 2,000.00	$ 8,000.00
Valley gutter	370	sq yd	$ 35.00	$ 12,950.00
Driveway apron	120	sq yd	$ 60.00	$ 7,200.00
6" solid white edge line	1331	lf	$ 3.00	$ 3,993.00
6" solid white channelizing line	187	lf	$ 3.00	$ 561.00
6" solid white crosswalk line	124	lf	$ 3.00	$ 372.00
6" dotted white line	241	lf	$ 2.00	$ 482.00
6" double yellow line	935	lf	$ 6.00	$ 5,610.00
2' solid yellow diagonal line	676	sq ft	$ 4.00	$ 2,704.00
2' solid white stop line	88	sq ft	$ 4.00	$ 352.00
2' solid white crosswalk line	180	sq ft	$ 4.00	$ 720.00
traffic control markings	32.92	sq ft	$ 4.00	$ 131.68
traffic control legends	44.82	sq ft	$ 4.00	$ 179.28
traffic signal, mast arm	1	l.s.	$120,000.00	$ 120,000.00
mailbox reset	9	each	$ 250.00	$ 2,250.00
sign reset	5	each	$ 100.00	$ 500.00
drainage structures	2	each	$ 3,500.00	$ 7,000.00
retaining wall	600	sq ft	$ 75.00	$ 45,000.00
utility pole relocation	2	each	$ 16,000.00	$ 32,000.00
Water meter reset	12	each	$ 660.00	$ 7,920.00
subtotal - installations				*$ 328,379.96*
total construction cost without overhead				*$ 350,619.16*
OVERHEAD				
Mobilization (9%)				$ 31,380.45
Geometric controls (1%)				$ 3,461.16
Erosion control (2%)				$ 6,962.32
Traffic handling (5%)				$ 17,405.81
Cleaning and grubbing (2%)				$ 6,962.32
Landscaping (2%)				$ 6,962.32
Construction fuel (1%)				$ 3,481.16
Construction engineering and inspection (15%)				$ 52,217.42
total construction cost estimate without contingencies				*$ 476,818.14*
Contingencies (15%)				$ 71,557.87
total construction cost estimate with contingencies				*$ 548,457.01*
PRELIMINARY ENGINEERING				
Survey (5%)				$ 27,422.85
Preliminary engineering (10%)				$ 54,845.70
total - preliminary engineering				*$ 82,268.55*
TOTAL PROJECT COST				$ 630,725.56

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May 11, 2020

MINUTE BOOK 91

301

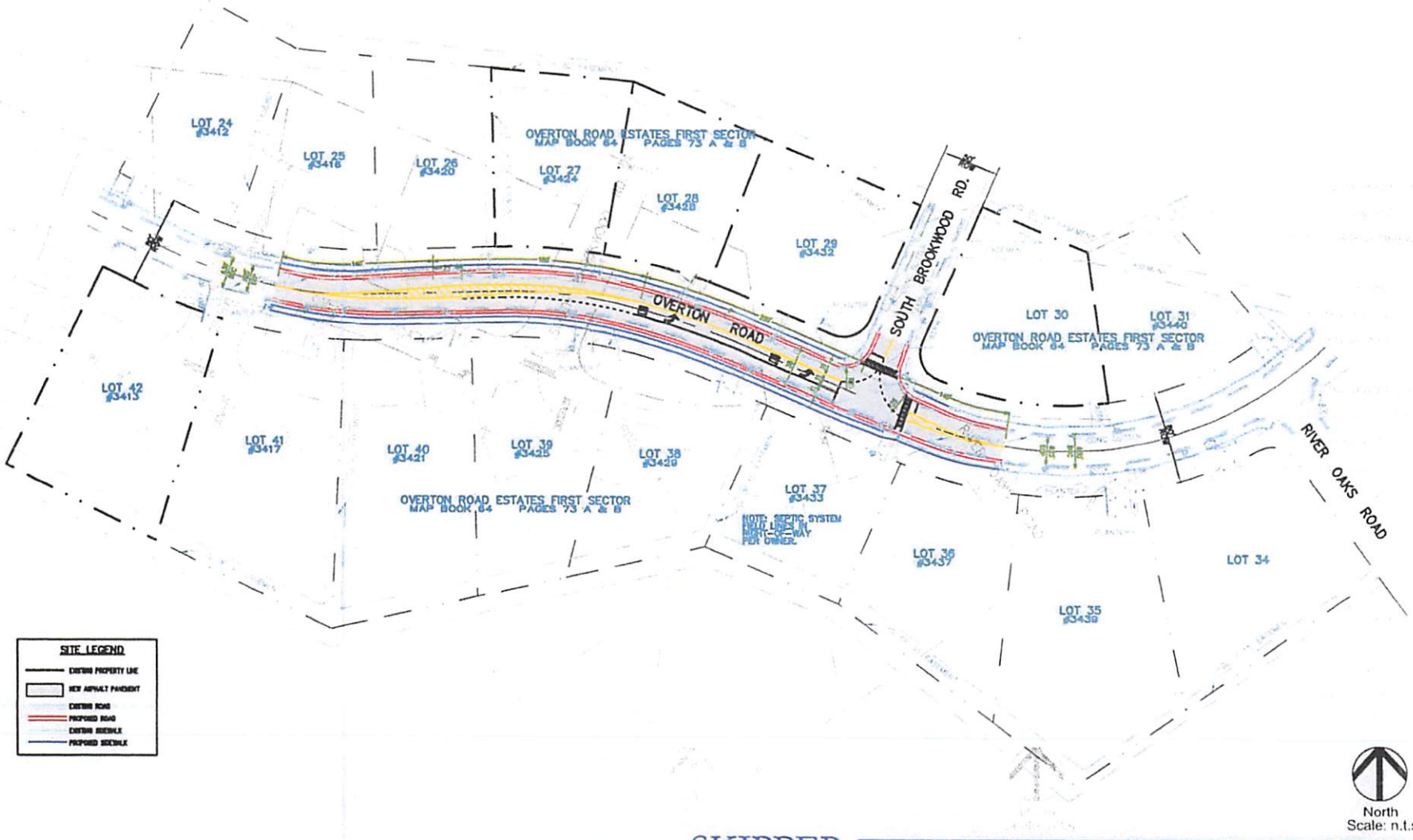

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Figure 18 - Overton Road at South Brookwood Road

Overton Road APPLE

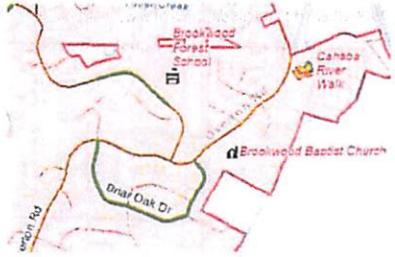
January 2020

Sidewalk - Overton Road from Briar Oak Drive to South Brookwood Road

The Briar Oak Drive/River Bend Road neighborhood generates pedestrian traffic bound for Brookwood Forest Elementary School. Access to the existing sidewalks on Overton Road would require an unsignalized crosswalk crossing Overton Road at the intersection of Overton Road at Briar Oak Drive/Briar Oak Circle. The area which would potentially use a crosswalk at this location contains approximately 62 homes, as shown in the adjacent diagram.

A previous study conducted by the City of Mountain Brook in April, 2012 found that traffic signal or a multi-way stop is not warranted at the intersection of Overton Road at Briar Oak Drive/Briar Oak Circle, and recommended no change in intersection traffic control. All existing crosswalks crossing Overton Road between Liberty Parkway and Crosshaven Drive are located at signalized intersections. Another previous study conducted in 2018 recommended against striping a crosswalk crossing Overton Road at Briar Oak Drive/Briar Oak Circle due to sight distance limitations.

The City of Mountain Brook sidewalk master plan includes construction of a sidewalk on Briar Oak Drive and River Oaks Road (excerpt is shown in Figure in the adjacent diagram). The sidewalk is part of Phase 4 construction, which does not have an anticipated date of construction at this time. This sidewalk would provide access for pedestrians to the sidewalk on the south side of Overton Road between South Brookwood Road and River Oaks Road, and also to the crosswalk crossing Overton Road at the intersection of South Brookwood Road. However, where the proposed sidewalk ties to Overton Road at the intersection of Overton Road at Briar Oak Drive, it will be a dead-end sidewalk.



A significant portion (if not all) of the pedestrian traffic crossing Overton Road at the intersection of Briar Oak Drive/Briar Oak Circle is bound for Brookwood Forest Elementary School. These pedestrians could use the existing crosswalk crossing Overton Road at the intersection of Overton Road at South Brookwood Road. Constructing a sidewalk between Briar Oak Drive and South Brookwood Drive would encourage this pedestrian flow.

The estimated cost to construct this sidewalk is $145,000, including surveying and engineering. A map showing the location of the proposed sidewalk is shown in Figure 19.

Crosswalk - Overton Road at Stoneridge Drive

Observations indicate a demand for pedestrians to cross Overton Road from Stoneridge Drive to the existing sidewalks on the west side of Overton Road. It is recommended that a marked crosswalk be added to accommodate this crossing. In order to make the crossing ADA-compliant, ADA ramps will need to be constructed on both sides of Overton Road. It is also recommended that the existing traffic signal be modified to provide Walk-Don't Walk indications and pushbuttons to actuate the crosswalk signals. The proposed project is depicted in Figure 20.

The cost estimate to install the signalized pedestrian crossing of Overton Road at Stoneridge Drive is approximately $35,000, including engineering and construction.

Traffic Signal – Liberty Parkway at Overton Road

As traffic continues to grow due to development in Liberty Park, it should be anticipated that the existing three-way stop at the intersection of Liberty Parkway at Overton Road will fail and will need to be replaced with a traffic signal. An example layout of a traffic signal at this intersection is shown in Figure 21. The estimated cost for engineering and construction of the traffic signal is $200,000.

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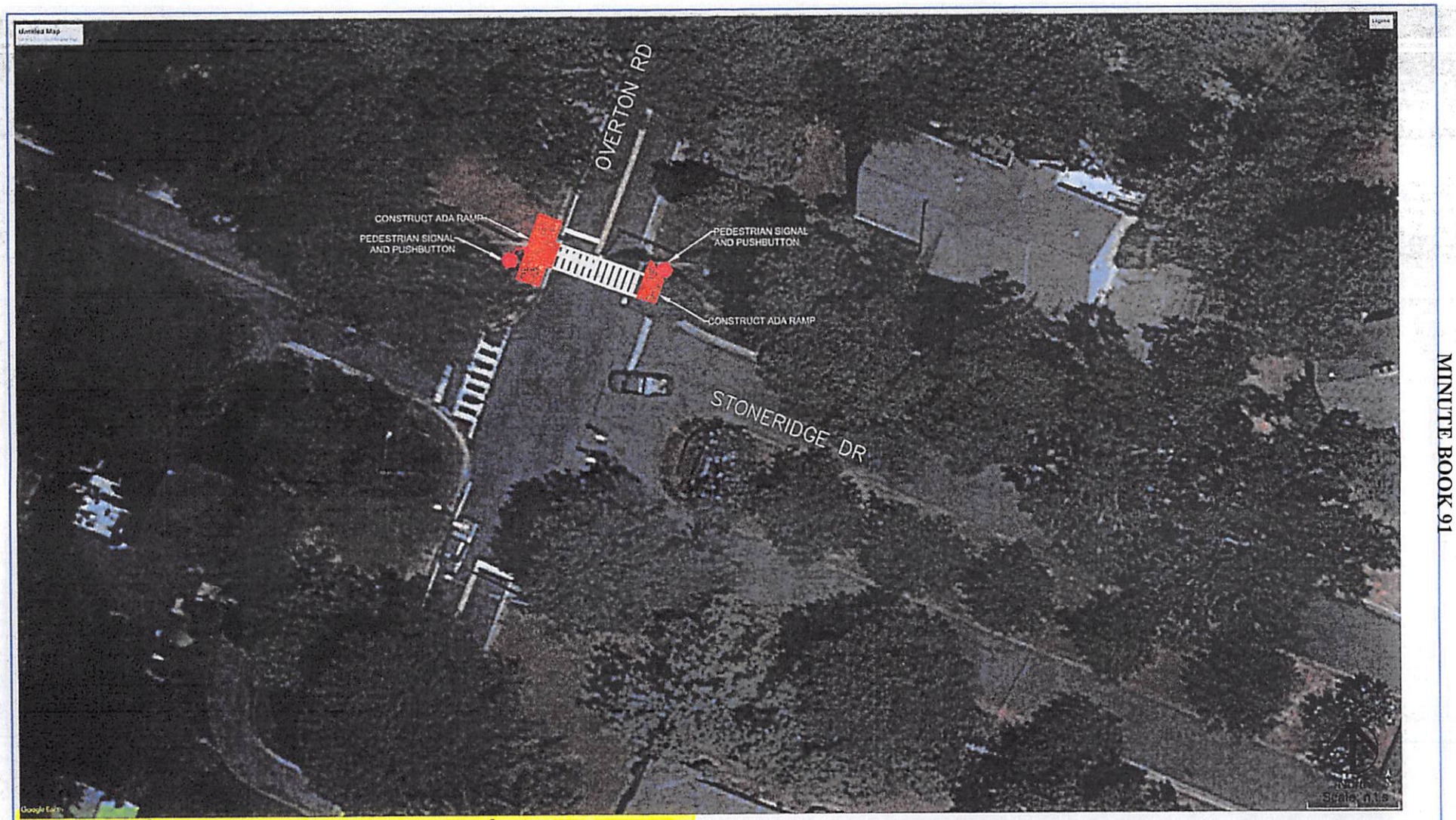
Figure 19 - Sidewalk - Briar Oak to South Brookwood Road

Overton Road APPLE

January 2020



Pg 36 of report located at Minute Book 91 pg 336,

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Figure 20 - Crosswalk - Overton Road at Stoneridge Drive

Overton Road APPLE

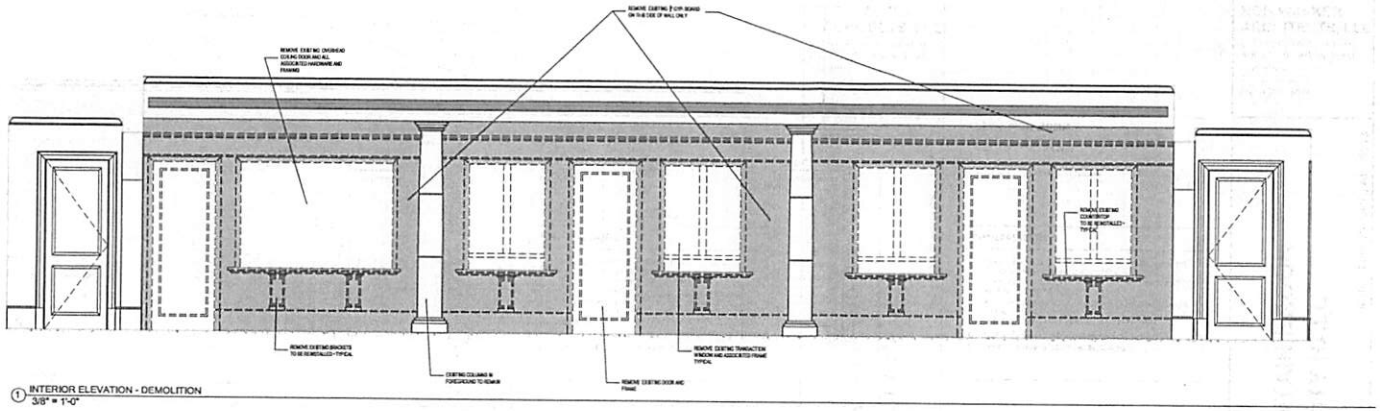
January 2020

APPENDIX 1

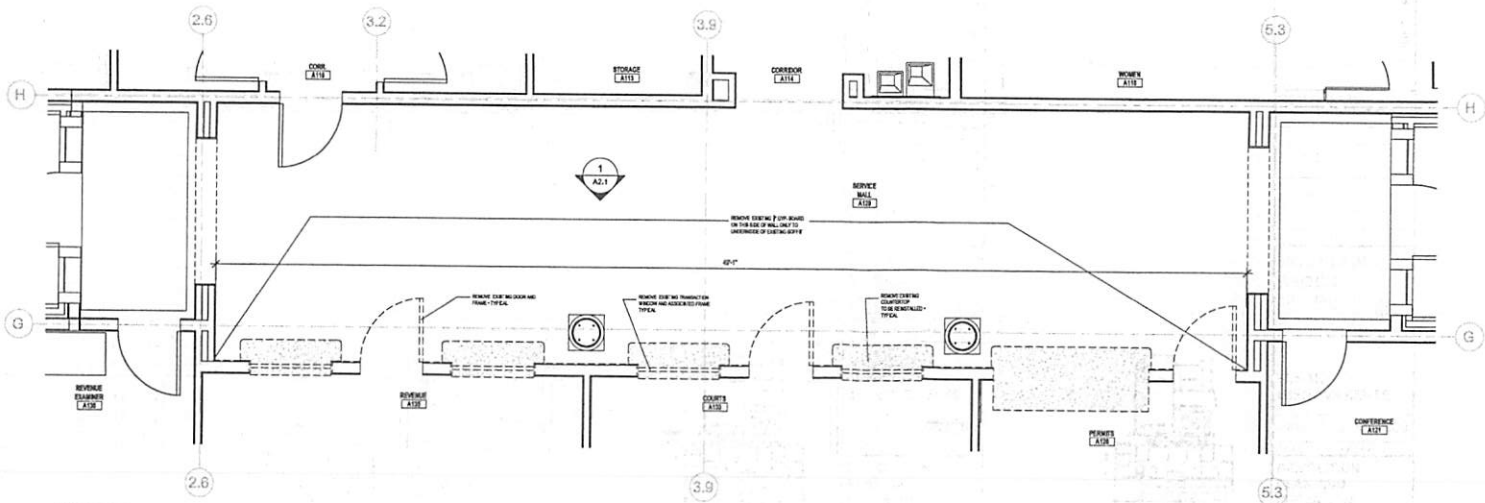
Project Budget

	Project: Mountain Brook City Hall - Mall Renovati	Date:	5/11/2020
		Schedule:	6 weeks
		Amount	Comments
	DIV. 1 - GEN. REQUIREMENTS		
		$0.00	
	General Conditions	$22,500.00	
	Subtotal: DIV. 1	$22,500.00	
	DIV. 2 - SITEWORK		
	Demolition	$3,500.00	
	Subtotal: DIV. 2	$3,500.00	
	DIV. 6 - WOOD & PLASTIC		
	Rough Carpentry	$1,000.00	
	Millwork and Trim	$5,000.00	
	Countertop addtiions/modifications	$2,500.00	
	Subtotal: DIV. 6	$8,500.00	
	DIV. 8 - WINDOWS & DOORS		
	Bullet resistant Windows and Frames	$40,000.00	5
	Bullet resistant Doors and Frames	$18,000.00	3
	Hardware	$1,500.00	
	Subtotal: DIV. 8	$59,500.00	
	DIV. 9 - FINISHES		
	Drywall and Framing	$3,000.00	
	Painting	$3,500.00	Painting entrire room
	Acoutical Ceilings	$200.00	
	Fiberglass sheathng	$10,000.00	
	Subtotal: DIV. 9	$16,700.00	
	DIV. 11 - EQUIPMENT		
	Transaction Trays	$1,000.00	
	Subtotal: DIV. 11	$1,000.00	
	DIV. 16 - ELECTRICAL		
	Electrical	$500.00	
	Low Voltage / Security	$1,000.00	
	Subtotal: DIV.16	$1,500.00	
	PROJECT SUBTOTAL:	$113,200.00	
	Permits and Fees		
	GC FEE (5%)	$5,660.00	
	Perfomance Bond	$10,000.00	
	Contingency	$5,000.00	
	PROJECT TOTAL:	$128,860.00	

APPENDIX 2



① INTERIOR ELEVATION - DEMOLITION
3/8" = 1'-0"



② DEMOLITION PLAN - SERVICE MALL
3/8" = 1'-0"

DEMOLITION LEGEND

====	DEMOLITION
═══	EXISTING TO REMAIN

GENERAL NOTES

1. REMOVE ALL EXISTING WOOD TRIM AND FACIA WIEHN THE SHADED AREA - RETAIN TO BE REINSTALLED
2. REMOVE ALL THE SOLID SURFACE TRANSACTION COUNTERS RETAIN TO BE RE-INSTALLED
3. REMOVE EXISTING 5/8" GYP. BOARD AT THE SHADED AREA AT THE MALL SIDE ONLY. EXISTING 6" METAL FRAMING TO REMAIN IN PLACE.
4. REMOVE EXISTING WINDOWS AS INDICATED
5. REMOVE EXISTING DOORS AS INDICATED

KEY PLAN

STATE OF ALABAMA
ROBERT E. WALKER IV
4399
REGISTERED ARCHITECT

ROB WALKER ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 BIRMINGHAM,
ALABAMA 35233
T-205.254.3212
F-205.254.3269

MOUNTAIN BROOK CITY HALL
MOUNTAIN BROOK, AL 35213

REV	DATE

MOUNTAIN BROOK
CITY HALL
56 CHURCH STREET,
MOUNTAIN BROOK, AL 35213

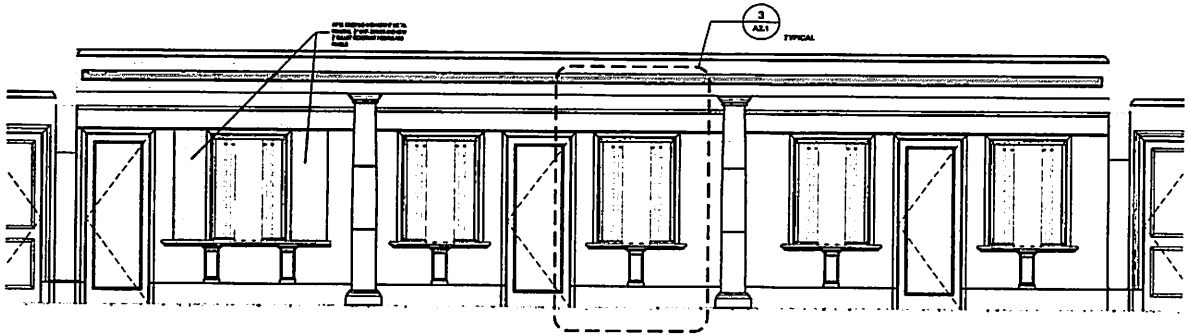
TENANT IMPROVEMENTS

PROJECT NO.: 5021.00
ISSUED: 04/24/20

DEMOLITION PLAN AND ELEVATION

A1.0

MINUTE BOOK 91



① A120 SERVICE MALL ELEVATION
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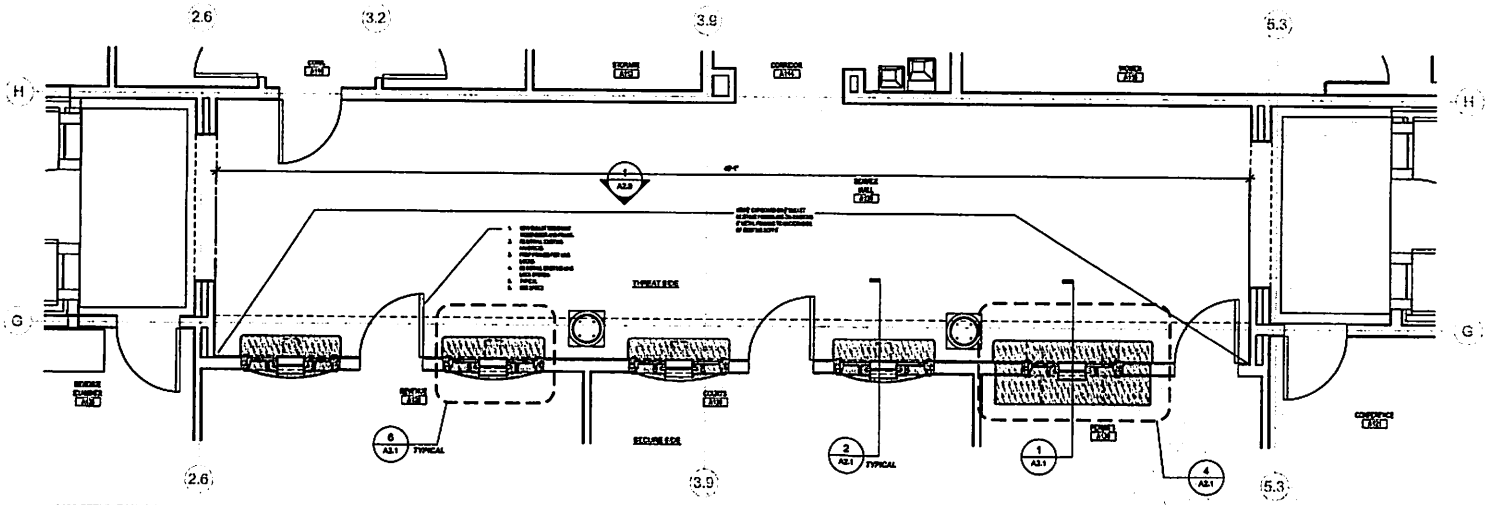
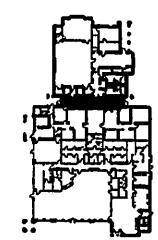


③ A120 SERVICE MALL PLAN
3/8" = 1'-0"



KEY PLAN

STATE OF ALABAMA
4399
REGISTERED ARCHITECT

ROB WALKER ARCHITECTS, INC
2229 FIRST AVE. SOUTH
SUITE 110 BIRMINGHAM, ALABAMA 35233
T-205.254.3212
F-205.254.3269

MOUNTAIN BROOK CITY HALL

MOUNTAIN BROOK, AL 35213

REV	DATE

MOUNTAIN BROOK
CITY HALL
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213

TENANT IMPROVEMENTS

PROJECT NO.: 5021.00
ISSUED: 04/24/20

EXISTING FLOOR PLAN AND INT. ELEVATIONS

A2.0

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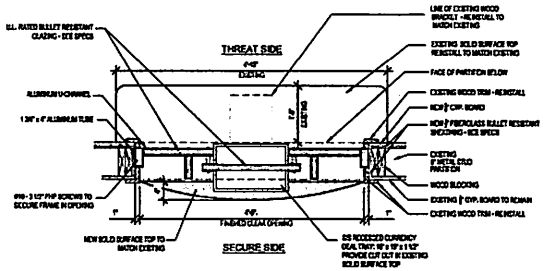
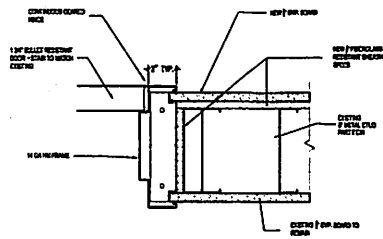
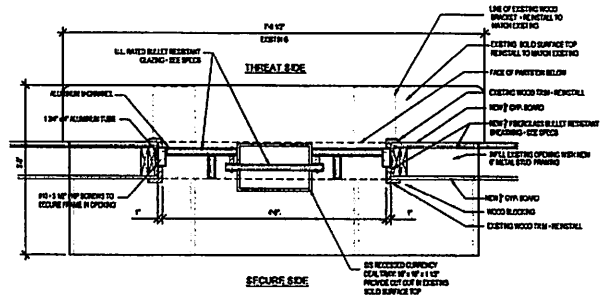
May 11, 2020



6 SERVICE MALL-PLAN DETAIL AT TYP. TRANSACTION SURFACE
1" = 1'-0"



5 DETAIL - TYPICAL DOOR JAMB
1" = 1'-0"



4 SERVICE MALL-PLAN DETAIL AT TRANSACTION SURFACE - COILING DOOR REMOVED
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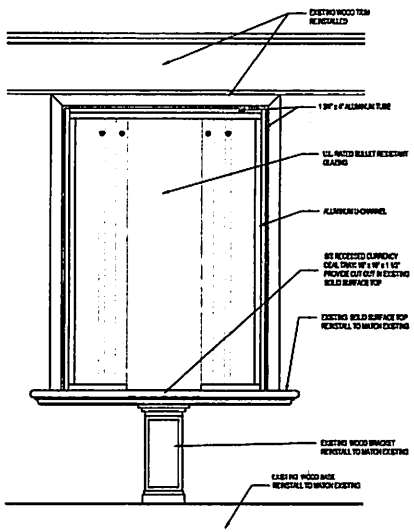

3 SECTION @ PASS THROUGH W/ GLASS AND BRACKET BEYOND
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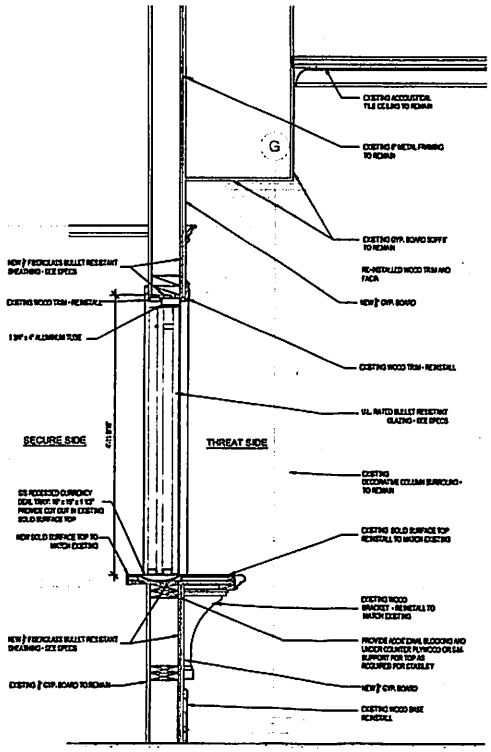

2 SECTION @ TRANSACATION WINDOW
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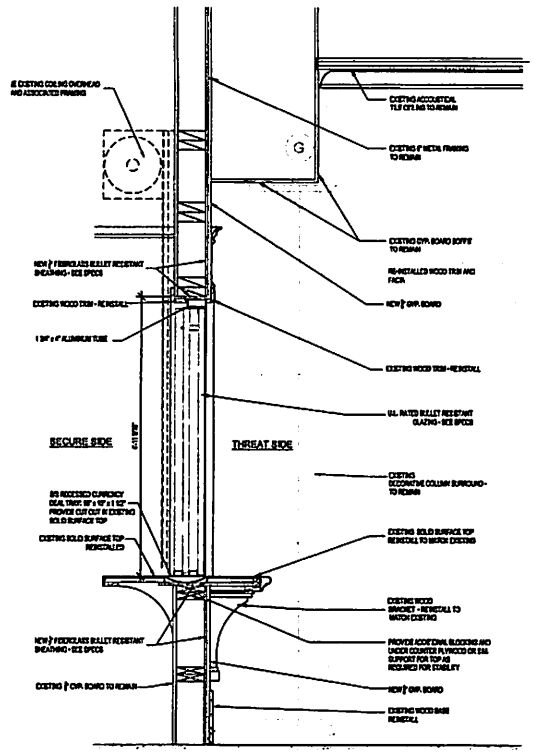


1 SECTION @ TRANSACTION WINDOW - COLING DOOR REMOVED
1" = 1'-0"

STATE OF ALABAMA
ROBERT E. WALKER, JR.
4399
REGISTERED ARCHITECT

ROB WALKER ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 BIRMINGHAM, ALABAMA 35233
T-205.254.3212
F-205.254.3289

MOUNTAIN BROOK CITY HALL

56 CHURCH STREEET
MOUNTAIN BROOK, AL 35213

REV	DATE

MOUNTAIN BROOK
CITY HALL
56 CHURCH STREET,
MOUNTAIN BROOK, AL 35213

TENANT IMPROVEMENTS

PROJECT NO.: 5021.00
ISSUED: 08/14/19

INTERIOR DETAILS

A2.1

APPENDIX 3

Lighting Services NESC® Lease Agreement (Governmental)

ALABAMA POWER
A SOUTHERN COMPANY

Customer Legal Name: City of Mountain Brook DBA: N Woodridge Rd and Sedley
Service Address: SHANNON LANE, BIRMINGHAM AL 35213 County: Jefferson
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gastons@mtnbrook.org Tel #: 205-802-3803 Alt Tel:
Tax ID: Business Description: Municipal
Existing Customer? Yes ☑ No ☐ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☑ No ☐ Existing Account: 38128-68008 *For informational purposes only*

Equipment

	Qty	Wattage	Type	Description	OH/UG	W/UM	Equipment Amount ($)	Estimated Regulated Charge ($)*	Estimated Monthly Charge ($)*
(1)	1	35	LED	LED Cobra - 4000k - gray - 3500 to 5000 Lumens	OH	UM	$12.69	$0.78	$13.47
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
						Monthly Total *			$13.47

Project Notes: To install light and wire on existing pole near Sedley and N Woodridge

Initial Term: 36 months Prepaid Amount: $ 0.00

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

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

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

APC Internal Use Only - APC Reference Number (If applicable):

TERMS and CONDITIONS *(NESC Governmental)*

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "*Project Notes*." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the states of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the applicable electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or $3.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items (ii)-(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
   A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's Installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC's Installation activity can commence.
   B. **Underground Facilities/Protection Not Evident to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 31-13-1 - 31-13-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ watersewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
   C. **Unforeseen Conditions.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8323; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-8787.
9. **Disclaimer; Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseable, contemplated, or available.
10. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

City of Mountain Brook

Steve Boone <boones@mtnbrook.org>

FW: LIGHT ON SEDLEY DRIVE, BETWEEN EATON ROAD AND NO.WOODRIDGE ROAD

1 message

Sam Gaston <gastons@mtnbrook.org> Wed, May 6, 2020 at 7:36 AM
To: Steve Boone <boones@mtnbrook.org>

Add this to the agenda packet for the street light.

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: Marsha Asman [mailto:marshaasman@charter.net]
Sent: Tuesday, May 05, 2020 8:04 PM
To: Sam Gaston
Subject: LIGHT ON SEDLEY DRIVE, BETWEEN EATON ROAD AND NO.WOODRIDGE ROAD

Date: May 5, 2020

From: Marsha Asman

3400 Eaton Road

MountainBrook, Al. 35223

To: Sam Gaston, Mayor Stewart Welch III, MountainBrook City Council

I am Marsha Asman, and I have lived in my MountainBrook home since 1969 -51 years. My house is on the corner of Eaton Road and Sedley Drive.

Some of my Eaton Road neighbors and I agree that the streets around our houses are very dark, and a street light is needed. After 8:00 or 9:00 P.M. all the houses are dark, and the streets are dangerous. Even if someone has a GPS, and is looking for a friend's house, it is so dark, they cannot even read the street signs. I have had people ring my bell at

night (that is pretty scary!) to ask directions. I feel badly for them, as it is very easy to get lost in this dark neighborhood! In the winter time, it gets dark at 4:30 or 5:00, so there are many hours of dark time.

There is a lot of traffic going from Eaton Road to North Woodridge, via Sedley Drive, to other streets. It would be helpful to have a street light on Sedley Drive to light the way. Luckily, there is a power pole on Sedley Drive, just waiting for a light to be installed on it.

Please, please, approve installing a street light on this pole on Sedley Drive. We would be so grateful, and you would be doing your good deed for the day!

Thank you very much,

Marsha Asman

City of Mountain Brook

Steve Boone <boones@mtnbrook.org>

FW: street light at 3401 no Woodridge rd/Sedley on monday 5/11 agenda
1 message

Sam Gaston <gastons@mtnbrook.org> Thu, May 7, 2020 at 1:25 PM
To: Steve Boone <boones@mtnbrook.org>

For street light agenda item.

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: Tracy N Thrasher [mailto:tnt4054@aol.com]
Sent: Thursday, May 07, 2020 1:21 PM
To: GastonS@mtnbrook.org
Subject: street light at 3401 no Woodridge rd/Sedley on monday 5/11 agenda

Hello,

Thank you for considering putting a street light in the right of way on Sedley and N Woodridge. There is a condemned house on that corner that has alot of traffic as well as 2 vacant houses within a 6 house radius. It would do alot to make us feel secure at dark to have that area well lit.

Is this light maintained by Alabama Power? Whom do you call if there is a problem with the light? Does this light have a dusk to dawn setting?

We look forward to hearing your reply after the upcoming meeting.

Thanks again for all you do for our city.

Sincerely,

Randell and Tracy Thrasher 3400 N Woodridge Rd

Tracy and Randy Cron 3401 N Woodridge Rd

Karen and Lindsay Tauxe 3344 N Woodridge Rd

City of Mountain Brook

Steve Boone <boones@mtnbrook.org>

FW: Proposed light at Sedley Drive
1 message

Sam Gaston <gastons@mtnbrook.org> Thu, May 7, 2020 at 2:53 PM
To: Steve Boone <boones@mtnbrook.org>

This email and photos are for the street light agenda packet.

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: Mac Phillippi [mailto:mac@gmparchitect.com]
Sent: Thursday, May 07, 2020 2:13 PM
To: 'Sam Gaston'
Subject: Proposed light at Sedley Drive

Mr. Gaston,

My name is Mac Phillippi and I live at 3344 Eaton Road in Mountain Brook. I've received the letter from the City of Mt. Brook dated April 30, 2020 on the proposed street light on Sedley Drive and have the following response:

Accompanying this email are photographs I've taken at the location of the proposed light. **Exhibit 1** shows my driveway leading down to the existing utility pole where the light is to be installed. **Exhibit 2** is taken from the bottom of my driveway and shows the location of the existing utility pole directly across from the driveway entrance. **Exhibit 3** is of the residence immediately to the north of the light location and **Exhibit 4** is of the residence immediately to the south of the light location. It should be clear from these photos that the proposed light will impact my property more than the neighboring properties.

Street lights are rare in this area of Mountain Brook and those that do exist are typically located at street intersections. Given that, this proposed light at this location would be an unusual installation.

I have received information on the proposed light fixture provided by Robert Richardson with Southern Company and forwarded it to an electrical engineer for an opinion. He has several comments on the fixture but in the end flatly states that this is not something he would want in front of his house. His response is included below.

Given that the installation of this light will most affect my property and that I do not want it, I believe the existing condition should remain unchanged.

Mac Phillippi

Response from the electrical engineer:

I agree with everything Robert says...that is certainly lower light output and is the preferable output distribution for a street in front of your house. It is still ~5x as bright as a standard A-lamp that you may install at your house though (as you would expect it to be to legitimately light a street). If this is on "your" side of the street, that would probably be better (for you) because it would shine "away" from your house. Conversely, if it is on the opposite side of the street from your house, it would shine "towards" your house (worse for you). This is certainly better than a standard cobra-head...but it's still a utilitarian cobra-head (not something I'd want in front of my house).

thanks,

Phil Black, P.E.
Senior Principal

JACKSON, RENFRO & ASSOCIATES, INC.

ELECTRICAL ENGINEERING & DESIGN
www.jraee.com

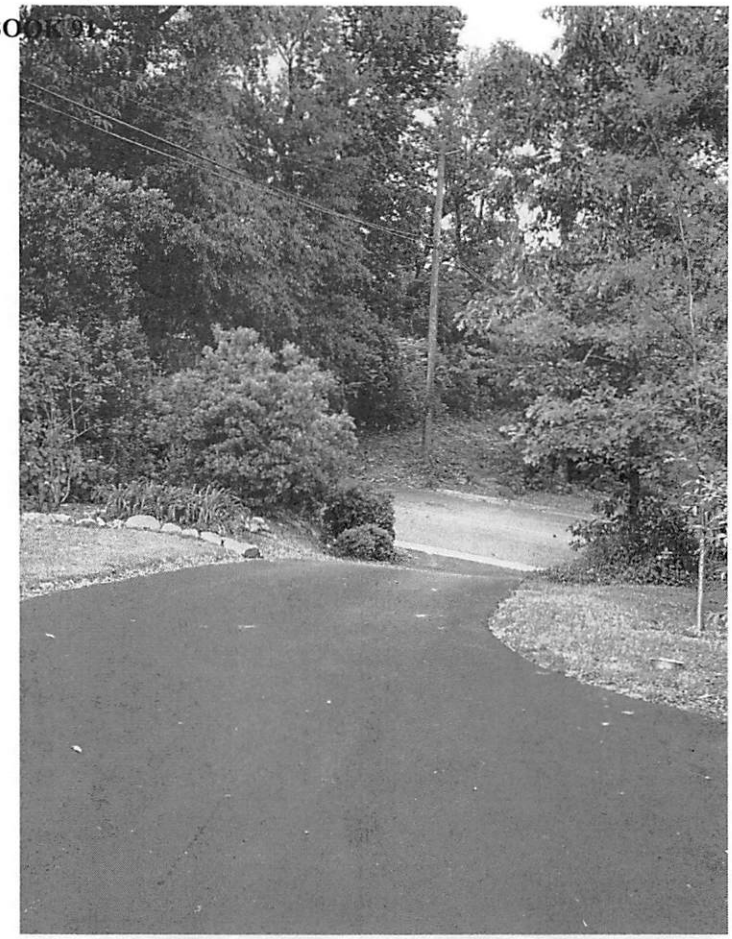
4 attachments

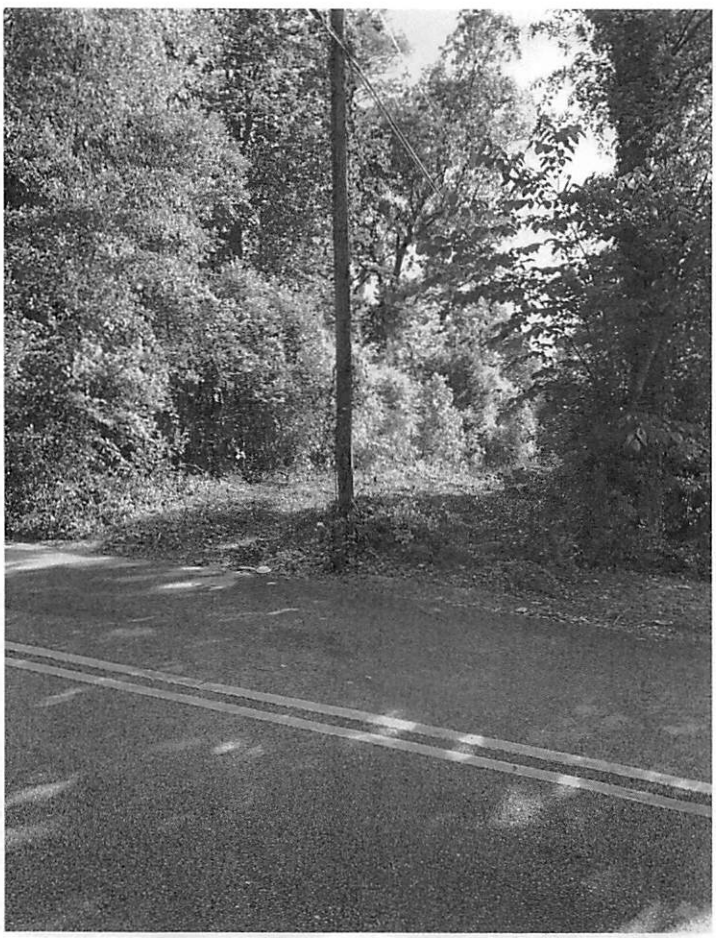
Exhibit 1.jpg
1394K

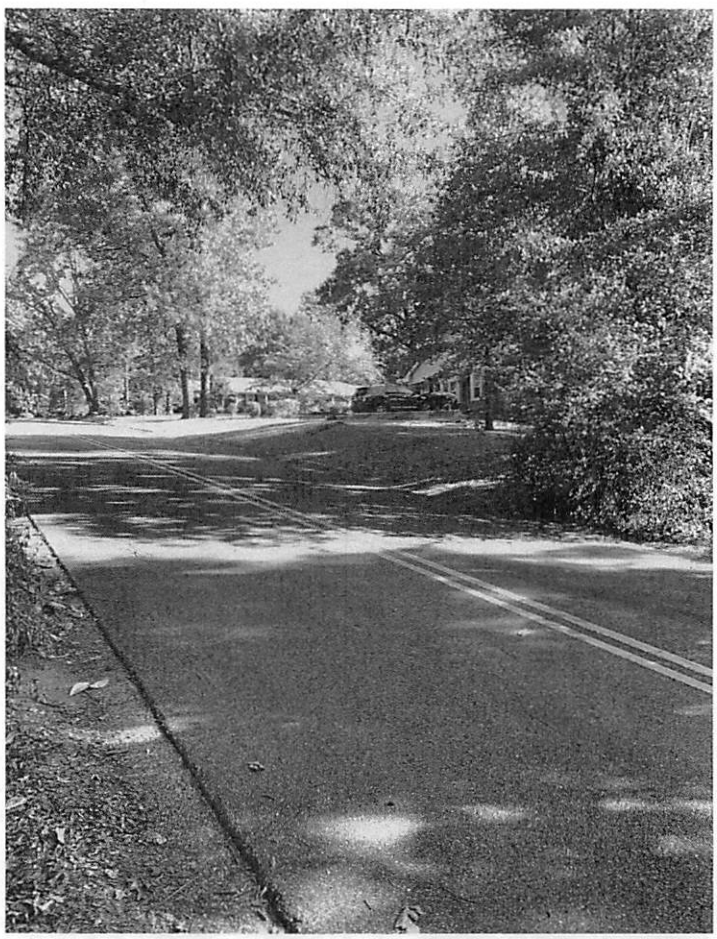
Exhibit 2.jpg
1762K

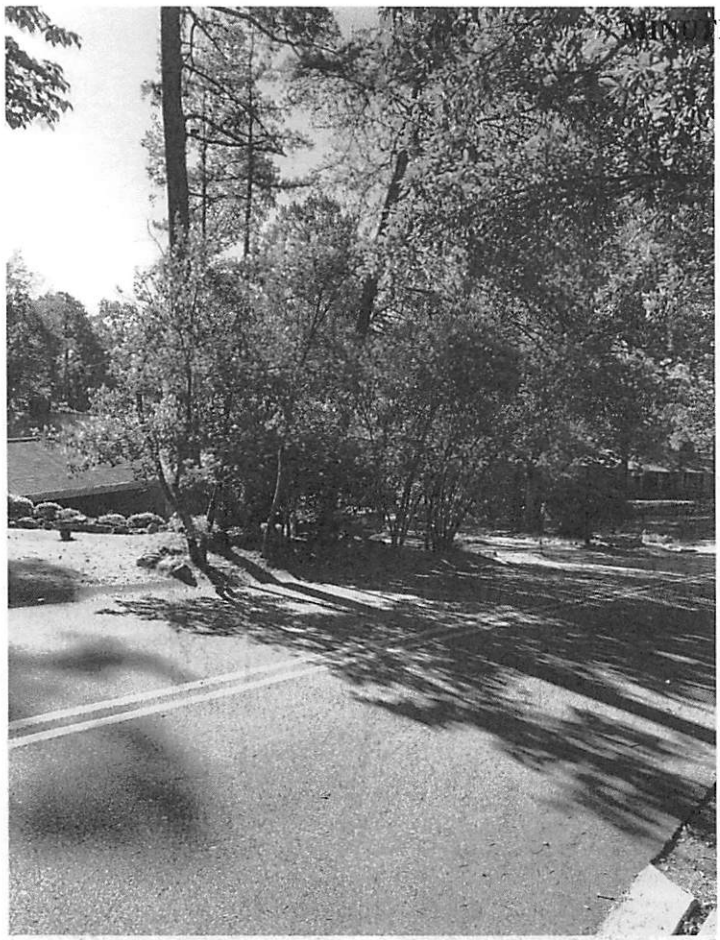
Exhibit 3.jpg
1790K

Exhibit 4.jpg
1565K









MINUTES OF THE REGULAR OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK MAY 11, 2020

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to deliberate remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 7:30 p.m. on the 11th day of May, 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 Whit Colvin, 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. 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 April 27 2020, regular meeting of the City Council

2020-062	Authorize the execution of a construction contract between the City and Wright Construction Co., with respect to the construction of a segment of sidewalk along South Brookwood Road	Exhibit 1, Appendix 1
2020-063	Authorize the execution of an Alabama Emergency Management Agency State-Local Disaster Assistance Agreement, in the form as attached hereto as Exhibit A, with respect to Covid-19 costs incurred by the City	Exhibit 2 Appendix 2
2020-064	Authorize the execution of Amendment #2 of the Construction Contract between City and Morris-Shea Bridge Company to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex	Exhibit 3, Appendix 3
2020-065	Rescind the award of bid at the April 27, 2020, meeting for City to purchase interlocking blocks required for retaining wall between Fields 3 & 4 at the Athletic Complex	Exhibit 4
2020-066	Appoint Steven Boone, Trustee of the Amended and Restated Section 115 Trust Agreement (Resolution No. 2015-023 adopted February 9, 2015), to act for and on behalf of the City Council subject to the provisions specified in the	Exhibit 5

	aforementioned Trust Agreement	
2020-067	"Employee Handbook" amended to include the "Zero Tolerance Policy for Sex Buying and Sex Trafficking" policy	Exhibit 6, Appendix 4
2020-068	Authorize the purchase and installation of a memorial bench and plaque at the corner of Canterbury Road and Culver Road from the donation pledged by Mr. J. H. Whyte and his mother	Exhibit 7, Appendix 5
2020-069	Authorize the execution of a Community Development Block Grant Program Cooperative Agreement Resolution	Exhibit 8, Appendix 6
2020-070	Authorize City Manager to proceed with the deep milling and repaving of a section of Smyer Road to remediate the existing pavement fractures and cracks	Exhibit 9, Appendix 7
2020-071	Approve the municipal parks re-opening plan effective May 13, 2020	Exhibit 10, Appendix 8

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Black. 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 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. 2020-062 through 2020-071) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2066) TO LEVY AD VALOREM TAXES FOR THE CITY OF MOUNTAIN BROOK, ALABAMA, FOR THE TAX UYEAR COMMENCING OCTOBER 1, 2020 (EXHIBIT 11)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council President Pro Tempore Pritchard 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 Shelton. 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 that the said ordinance (No. 2066) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2067) TEMPORARY MODIFICATION OF SIDEWALK RESTAURANT DINING REGULATIONS (EXHIBIT 12)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Womack 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 President Pro Tempore Pritchard. 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 member Black moved for the adoption of said ordinance. The motion was seconded by Council member Womack. 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 that the said ordinance (No. 2068) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. ANNOUNCEMENTS

The next regular meeting of the City Council will be May 13, 2020, at 6:00 p.m. with the location and means to be determined and announced at a later date.

5. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:40 p.m.

6. 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 by Internet teleconference on May 11, 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 May 26, 2020

EXHIBIT 1

RESOLUTION NO. 2020-062

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Contractor Agreement between the City and Wright Construction Company, in the form as attached hereto as Exhibit A, with respect to the sidewalk extension along South Brookwood Road.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-063

BE IT RESOLVED that the City Council hereby authorizes the execution of an Alabama Emergency Management Agency State-Local Disaster Assistance Agreement, in the form as attached hereto as Exhibit A, with respect to Covid-19 costs incurred by the City.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2020-064

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of Amendment #2 of the Construction Contract (#C-20190625-523) between City and Morris-Shea Bridge Company, in the form as attached hereto as Exhibit A, to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2020-065

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby rescinds Resolution No. 2020-058 awarding the bid approved at the April 27, 2020, meeting of the City Council for the purchase of interlocking blocks required for a retaining wall between Files 3 and 4 a t the Athletic Complex.

EXHIBIT 5

RESOLUTION NO. 2020-066

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Steven Boone, Trustee of the Amended and Restated Section 115 Trust Agreement (Resolution No. 2015-023 adopted February 9, 2015), is hereby authorized to act for and on behalf of the City Council subject to the provisions specified in the aforementioned Trust Agreement.

EXHIBIT 6

RESOLUTION NO. 2020-067

AMENDMENT TO THE CITY'S EMPLOYEE HANDBOOK WITH RESPECT TO ZERO TOLERANCE POLICY FOR SEX BUYING AND SEX TRAFFICKING

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City's "Employee Handbook" is hereby amended to include the "Zero Tolerance Policy for Sex Buying and Sex Trafficking" policy, in the form as attached hereto as Exhibit A.

APPENDIX 4

EXHIBIT 7

RESOLUTION NO. 2020-068

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the purchase and installation of a memorial bench and plaque at the corner of Canterbury Road and Culver Road as more fully described in Exhibit A attached hereto, from the donation pledged by Mr. J. H. Whyte and his mother.

APPENDIX 5

EXHIBIT 8

RESOLUTION NO. 2020-069

WHEREAS, the City of Mountain Brook desires to continue its participation in the Community Development Block Grant Program Cooperation Agreement with Jefferson County, Alabama, as previously authorized upon the adoption of Resolution No. 2017-049; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Community Development Block Grant Program Cooperative Agreement Resolution, in the form as attached hereto as Exhibit A.

APPENDIX 6

EXHIBIT 9

RESOLUTION NO. 2020-070

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to proceed with the deep milling and repaving of a section of Smyer Road to remediate the existing pavement fractures and cracks.

APPENDIX 7

EXHIBIT 10

RESOLUTION NO. 2020-071

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the municipal parks re-opening plan effective May 13, 2020, as more fully described in Exhibit A attached hereto.

APPENDIX 8

EXHIBIT 11

ORINANCE NO. 2066

AN ORDINANCE TO LEVY AD VALOREM TAXES FOR THE CITY OF MOUNTAIN BROOK, ALABAMA, FOR THE CITY TAX YEAR COMMENCING OCTOBER 1, 2020

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

Section 1. That, pursuant to the laws of Alabama and particularly Division 2 of Article 1 of Chapter 51 of Title 11 of the Code of Alabama 1975, as amended, taxes are hereby levied for the City tax year commencing on the first day of October, 2020, on all real and personal property and other properties and franchises in the City of Mountain Brook, Alabama, subject to taxation by the laws of the State of Alabama based on the valuation of said property as assessed for county taxation as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2020, as follows:

(a) A tax of one and fifty-five one hundredths of one per centum, equal to 15.5 mills or one dollar and fifty-five cents on each one hundred dollars of the assessed value of taxable property, to be used for general municipal purposes;

(b) A further tax of two and six one hundredths of one per centum, equal to 20.6 mills or two dollars and six cents on each one hundred dollars of the assessed value of taxable property, in addition to the above-mentioned tax, for school purposes; the proceeds of such additional tax to be appropriated by the City Council of the City of Mountain Brook, Alabama, and used solely and exclusively for the erection, construction, building and/or the support, operation and maintenance, and/or for the purpose of securing the issuance of bonds to defray the cost of erection, construction, or building of public schools and public school buildings open to, serving and used by residents of the City of Mountain Brook, Alabama; pursuant to the Constitution and elections held on May 20, 1947, and on September 24, 2019; and

(c) A further tax of one and six one hundredths of one per centum, equal to 10.6 mills or one dollar and six cents on each one hundred dollars of the assessed value of taxable property, in addition to the above-

mentioned taxes, to be used for general municipal purposes; pursuant to the Constitution and the election held on November 5, 1974.

Section 2. It is hereby acknowledged that, pursuant to section 11-51-42 of the Code of Alabama 1975, as amended, the levy herein made shall be continued for any succeeding tax year in the event a subsequent and superseding levy is not made. Should any provisions of this ordinance or any tax levied herein be held invalid, the remainder of said ordinance and any other tax or taxes levied herein shall not be affected thereby but shall remain in full force and effect; and all ordinances not in conflict herewith shall remain in full force and effect.

EXHIBIT 12

ORDINANCE NO. 2067

TEMPORARY MODIFICATION OF RESTAURANT SIDEWALK DINING REGULATIONS

WHEREAS, many small businesses and have suffered financially due to the business disruptions caused by government and business restrictions imposed to curtail the spread of the COVID-19 virus; and

WHEREAS, restaurants are among those small businesses facing economic challenges as those restrictions required them to cease on-premises dining; and

WHEREAS, the State of Alabama has now passed new guidelines which will permit restaurants to resume on-premises dining, albeit with appropriate safeguards; and

WHEREAS, the City, its small business community, restaurants and residents understand the importance of keeping appropriate safeguards in place so as maintain the progress that has been achieved through social distancing; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to protecting both the economic health of its business owners and the health of the community; and

WHEREAS, one of the ways that the City believes on-premise dining can be made safer and compliant with State Health requirements is by use of outdoor dining areas, including those on sidewalks in front of dining establishments; and

WHEREAS, the City has detailed regulations and standards in place concerning the use of public sidewalks for dining operations and those regulations are designed to protect the character of the City's historic villages; and

WHEREAS, during these unprecedented times, the City finds that temporary modification of some of those standards and regulations to be appropriate and necessary to permit business operations and the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, pursuant to relevant provisions of the Emergency Management Agency Act of 1955, as amended, Governor Kay Ivey's State of Emergency Proclamations and the Alabama State Health Officer's Orders as follows:

1. For a period of time beginning on the date of passage of this Ordinance and ending 90 days thereafter (the "Restaurant Relief Period"), Section 46-6 of the City Code containing Sidewalk Café Regulations shall be temporarily modified so as to facilitate and expedite the ability of restaurants to utilize sidewalks for dining operations. Such modifications are as follows:

a) Village Design Review Committee review and approval provided for in Section 46-6 (b)(2) & (3) shall not be required.

b) City Council review and approval required by Section 46-6 (b)(4) shall not be required; provided, however, that city clerk shall not issue a Sidewalk Café Permit until such time as the owners of both the restaurant and the property have executed the City's Hold Harmless & Release Agreement in the form attached hereto.

c) New sidewalk cafés permitted pursuant to these temporary modifications and expansion of existing sidewalk cafes shall also be subject to the following in lieu of those regulations found in Sections 46-6 (c)(1) & (2):

   a. Limitations on the area permitted to be used by a sidewalk café during the Restaurant Relief Period shall be temporarily modified so as to allow the area to be expanded beyond the area directly in front of the building in which the restaurant is located, as may be approved by the City Clerk, provided that sufficient clearance for pedestrian passage is maintained pursuant to ADA requirements.

   b. Operation of outdoor areas approved under these temporary standards shall be restricted to evening hours from 5:00 p.m. until close of business.

   c. Tables and chairs shall be removed from the sidewalk and stored during the hours in which operation is not permitted.

d) Sidewalk cafes approved prior to the passage of these modification and under the existing Code provisions shall be permitted to continue to operate pursuant to and within the scope of the City Council approval for such café.

2. All other provisions of City Code Section 46-6 that are not specifically modified hereby shall remain in full force and effect.

3. The Administrative Processing Fee imposed pursuant to Section 46-6(b)(1) is hereby waived for all applications submitted pursuant to this Ordinance.

4. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

5. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

6. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

2020-062

APPENDIX 1

CONTRACTOR AGREEMENT

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

1. **Project**. Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the understated project (the Project")

Name of Project: South Brookwood Sidewalk

Site of Project: 3405 South Brookwood Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A [which includes the City Scope of Work (if any) and April 20, 2020 Contractor Proposal, hereinafter the "Contractor Proposal"] that is attached and incorporated herein.

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

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

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

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

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of $21,384.00 as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed $50,000.00.

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

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

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will

leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and

(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work (if any) and the April 20, 2020 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and

signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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

c. Any forbearance or delay on the part of the City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

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

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

Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: 5/11/2020

WIRGHT CONSTRUCTION COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

Contractor will excavate a portion of the existing hill between roadway and trail for a new connector path/wall and remove spoils from site. form/place/finish new concrete sidewalk (approx. 70LF)(two 5' landings and to 30' ramps) with 4000PSI concrete (includes fiber reinforcement with Alabama Ochre Integral Color) for a slope of less than 8.3%. Form/place/finish new 70LF retaining wall on roadside to follow new connector (stone fill on trail side per City). Work areas will be left in neat and orderly condition. Flaggers and other traffic control devices will be provided by Contractor during lane closures and dispatch will be notified.

Also see attached City Scope of Work (if any) and April 20, 2020 Contractor Proposal.

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

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 8 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:	Contractor Project Representative:
Steven Gay	Landon Ditto
3579 East Street	1051 Commerce Blvd.
Birmingham, AL 35243	Pelham, AL 35124
Email: gayj@mtnbrook.org	Email:landon@wcc-birmingham.com
Day Tel #: 205-802-3870	Day Tel #: 901-337-8828

4. Special Conditions.

_____

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

(Alabama Emergency Management Agency)

DISASTER: FEMA 4503-DR-AL **CFA # 097.036**

APPLICANT NAME: Mountain Brook, City of

APPLICATION NO. : PA 073-51696-00

TYPE DISASTER: COVID 19

INCIDENT PERIOD:

COST SHARES: FEDERAL 75% **STATE** 0% **APPLICANT** 25%

*If the Federal Share changes from 75%, the Non-Federal Share will be divided equally between the State and the applicant.

This agreement between the State of Alabama and the applicant shall be effective on the date signed by the State and the Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above referenced disaster and incident period.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant will follow all the guidelines listed in the FEMA State Agreement-4426-DR-AL.
5. The Applicant will use the disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State EMA Director or his or her designee. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206. For small projects only, any funds not used for the purposes for which the funds were granted must be used in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR §206.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Regulation 2 CFR Part 200 as applicable.
7. The applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
8. The Applicant will return to the State, within fifteen days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
9. The applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
10. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
11. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
12. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
13. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 188, CFR Part 17, Subpart F.
15. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance for some costs over $5000.
16. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
17. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
18. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
19. The Applicant will submit quarterly progress reports on all open large projects. No additional funds will be distributed if quarterly reports are not received in a timely manner.
20. The Applicant will obtain insurance on damaged facilities as outlined in 44 CFR § 206.253.
21. The Applicant shall comply with 2 CFR § 200.500-§500.521 (Subpart F), Single Audit Requirements and will provide copies of audit reports when issued, Non-Federal Audits. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
22. The Applicant will provide copies of every audit report issued on the entity at the time of its receipt to:

State of Alabama		State of Alabama
Dept. of Examiners of Public Accounts		Emergency Management Agency
PO Box 302251	and	PO Drawer 2160
Montgomery, AL 36130-2251		Clanton, AL 35046-2160
ATTN: Audit Report Repository		ATTN: Public Assistance Officer

Signed for the Applicant:

SAM GASTON, City MANAGER

Name and Title

Sam Gaston 5-12-2020

Signature Date

Signed for the State:

Governor's Authorized Representative Date

2020-063

APPENDIX 2

2020-044

AMENDMENT #2 TO RETAINING WALL CONTRACT # C-20190625-523

This Amendment #2 to Retaining Wall Contract # C-20190625-523 ("Amendment #2") is entered between the City of Mountain Brook, Alabama ("City") and Morris-Shea Bridge Company ("Contractor") effective as of the last date signed below by either party ("Effective Date").

WHEREAS, on or about July 22, 2019, the City and Contractor previously entered into Contract # C-20190625-523 ("Contract") that provided for Contractor to construct two retaining walls in the vicinity of Fields 3 & 4 at the Mountain Brook High School Athletic Complex ("Project");

WHEREAS, on April 27, 2020 the City Council passed Resolution 2020-057 approving Amendment #1 to Retaining Wall Contract # C-20190625-523 ("Amendment #1") whereby the parties changed the scope of work and certain Specifications for the Project; and

WHEREAS, in this Amendment #2 the parties desire to further modify their understandings concerning their respective obligations under the Contract and the operations needed to complete the Project.

Now wherefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to further amend the Contract as follows:

1. Notwithstanding any provisions in the Specifications, plans, drawings or other Contract Documents or in Amendment #1 to the contrary, the understandings, conditions and terms hereinafter apply for the contemplated Project and, where appropriate, supplement, replace, govern, and supersede any conflicting provisions in the Contract, as modified by Amendment # 1, pertaining to the following matters:

   a. Contractor will supply all Interlocking Block required to complete the New Wall and it will be delivered to the Project area at different periods agreed by the Contractor and its supplier;

   b. Contractor's lump sum charge to complete the Project will be increased from the amount of $59,000 to $64,900;

   c. Contractor will use its good faith commercial efforts to complete the Project within thirty (30) days after the last shipment of Interlocking Block is delivered to the Project area.

2. The Defined Terms used herein have the same meaning as in the Contract Documents.

3. Except as set forth in this Amendment #2, all other terms, conditions and specifications forth in the Contract, as previously modified in Amendment #1, are reaffirmed and shall remain in effect for the duration of the Contract and Project.

1

CITY OF MOUNTAIN BROOK, ALABAMA

By: Stewart Welch

Its: Mayor

Date: 5/11/2020

MORRIS SHEA BRIDGE COMPANY, INC

By: _____

Its: _____

Date: _____

2

AMENDMENT #1 TO RETAINING WALL CONTRACT # C-20190625-523

This Amendment #1 to Retaining Wall Contract # C-20190625-523 ("Amendment #1") is entered between the City of Mountain Brook, Alabama ("City") and Morris-Shea Bridge Company ("Contractor") effective as of the last date signed below by either party ("Effective Date").

WHEREAS, on or about July 22, 2019, the City and Contractor previously entered into Contract # C-20190625-523 ("Contract") that provided for Contractor to construct two retaining walls in the vicinity of Fields 3 & 4 at the Mountain Brook High School Athletic Complex ("Project");

WHEREAS, the parties desire to enter into this Amendment #1 to change the scope of work and certain Contract Specifications for the Project;

WHEREAS, per those Specifications, the locations of the two walls that initially were contemplated to be constructed are shown in Orange on the Drawing attached as **Exhibit A;**

WHEREAS, although the initial Specifications contemplated installation of Geostone 4" Block material for both walls, the parties have determined that certain interlocking Stone Strong System 24 SF Blocks (or the functional equivalent of such System or Blocks) having a grey and chiseled granite pattern (the "Interlocking Block") provide a superior engineering solution and a better end product, and can be more readily installed at the Project Site than the originally contemplated Geostone 4" Block;

WHEREAS, by agreement of the parties, Contractor has constructed the long retaining wall that is approximately 260 LF and generally runs outside and along the right field section of Field 3 ("Completed Long Wall") utilizing Interlocking Block that Contractor has supplied at its expense;

WHEREAS, work has not commenced to construct the second, U- shaped, short wall that was intended to be approximately 115 LF and is shown on Exhibit A as generally lying along the third base side of Field 3 between Fields 3 and 4 (the "Planned Shorter Wall");

WHEREAS, instead of constructing the Planned Shorter Wall, the parties have determined that the Contractor should construct a different retaining wall that is approximately 248 LF using the Interlocking Block in the location marked in Purple on the attached Exhibit A ("New Wall")

Now wherefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to amend the Contract as follows:

1. Notwithstanding any provisions in the Specifications, plans, drawings or other Contract Documents to the contrary, the understandings, conditions and terms hereinafter apply for the contemplated Project and, where appropriate, supplement, replace, govern, and supersede any conflicting provisions in the Contract pertaining to the following subject matters:

1

   a. The Planned Short Wall will not be constructed;

   b. Contractor will construct the New Wall pursuant to the plans, drawings and other specifications that are attached as **Exhibit B;**

   c. The Interlocking Block (or functional equivalent thereof) is approved and specified to be for use on the Completed Long Wall and New Wall;

   d. At its expense, the City will purchase and arrange to deliver to the Project Site sufficient quantities of the Interlocking Block (or functional equivalent thereof) required for the New Wall;

   e. Contractor's lump sum charge to complete the Project (i.e., $59,000) remains unchanged;

   f. No Liquidated Damages will be assessed with respect to delays encountered to date in completing the Project; and

   g. Contractor will use its good faith commercial efforts to complete the Project within thirty (30) days after the City supplies the Interlocking Block (or functional equivalent thereof) required for the New Wall;

2. The Defined Terms used herein have the same meaning as in the Contract Documents.

3. Except as set forth in this Amendment #1, all other terms, conditions and specifications forth in the Contract are reaffirmed and shall remain in effect for the duration of the Contract and Project.

CITY OF MOUNTAIN BROOK, ALABAMA

By: Stewart Welch

Its: Mayor

Date: 5/11/2020

MORRIS SHEA BRIDGE COMPANY, INC

By: _____

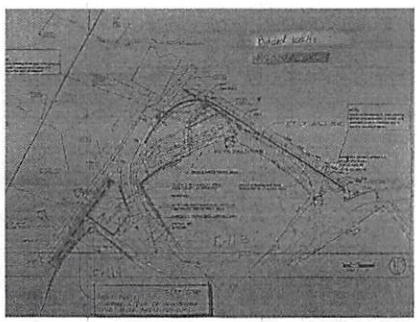
Its: _____

Date: _____

2

EXHIBIT A

See Attached Drawing.



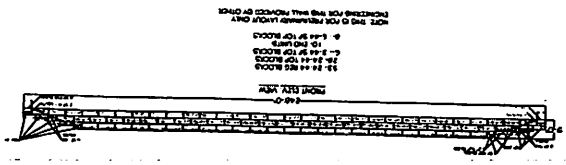
3

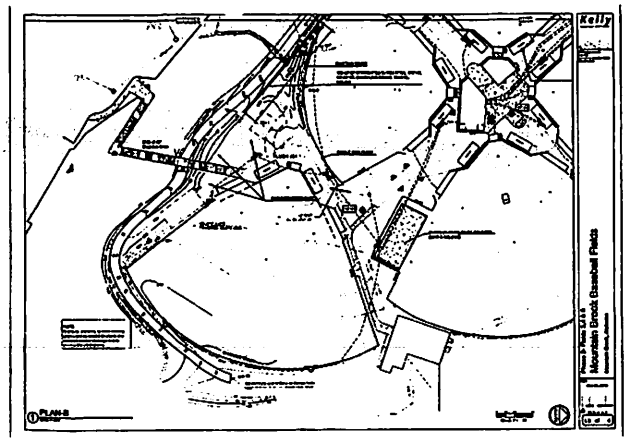
EXHIBIT B

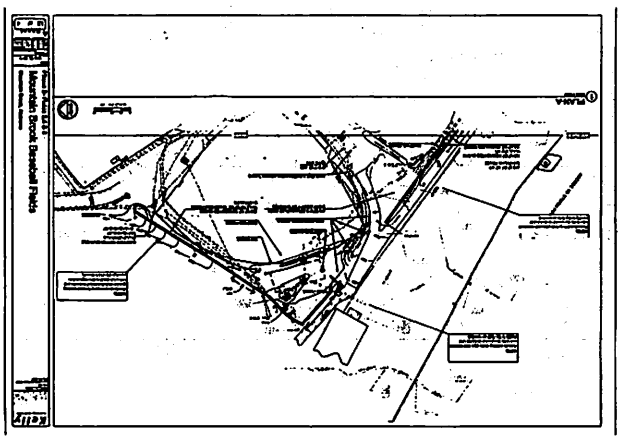
See Attached Plans, Drawings & Specifications for New Wall.

4

APPENDIX 3




Kelly
Mountain Brook Baseball Fields


Kelly
Mountain Brook Baseball Fields

2020-067

ZERO TOLERANCE POLICY FOR SEX BUYING AND SEX TRAFFICKING

Sex Trafficking
The City of Mountain Brook is committed to standing against abuse and exploitation, including sex trafficking and sex buying. The City condemns all forms of sex trafficking, and any employee, intern, volunteer, or contractor, who engages in any sex trafficking activity, whether on company or personal time, are subject to being terminated immediately.

Sex Buying
In addition to being a criminal offense, buying sex also fuels the demand for sex trafficking. It is strictly against the City of Mountain Brook's policy for any employee, intern, volunteer, or contractor to engage in any sex buying activities of any kind, whether on personal or City time. This includes any time during business travel or while using any City property, equipment, or software (including, without limitation, City credit cards, expense accounts, buildings, parking lots, grounds, computers, storage devices, websites, social media channels, networks, vehicles, and phones). This prohibition applies regardless of whether the activity is legal or tolerated in a particular jurisdiction, foreign or domestic. Any City of Mountain Brook personnel who violate this policy are subject to being terminated immediately.

Reporting Policy
All City of Mountain Brook personnel are required to report any potential or suspected violation of this policy that comes to his or her attention and to participate fully in any investigation or resolution of any such violation. Failure to report any potential or suspected violation by any employee, intern, volunteer, or contractor violates City policy and constitutes grounds for disciplinary action, up to and including immediate termination.

Non-Retaliation Policy
The City of Mountain Brook strictly prohibits retaliation against any employee, intern, volunteer, or contractor for making a good faith report of any potential or suspected violation of our policy against sex buying activities and sex trafficking or for cooperating in an investigation of any such violation.

Commitment to Act Policy
The City of Mountain Brook takes seriously all non-frivolous reports of potential or suspected violations of our policies against sex buying activities and sex trafficking and will investigate promptly and take appropriate remedial action based on our findings.

{B3475685}

Buying Sex While Traveling

While traveling on business for the City, employees, contractors, volunteers, interns, and any other City personnel, are prohibited from participating in sex buying activities of any kind, including in person or online. This policy applies to actions both on City work time and on personal time for the duration of the business travel. Failure to abide by this policy will be grounds for disciplinary action, up to and including immediate termination.

Internet, Email, and Cell Phone Policy

All City personnel are expected to use the Internet, City-provided computers, phones, and email in an appropriate, ethical, and professional manner. The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the City or be contrary to the City's best interests; and engaging in any illegal activities including, but not limited to, piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and City-owned equipment such as phones and laptops. Regarding usage of the Internet, City-owned email addresses, computers, and phones, City personnel are also expressly prohibited from engaging in activities pertaining to, or directly related to, buying sex.

{B3475685}

APPENDIX 4

2020-068

Date: May 5, 2020

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Memorial Bench Donation-Canterbury Rd and Culver Rd

APPENDIX 5

Mr. JH Whyte and his mother would like to donate a bench in memory of his grandmother, Ms. Bobbie Winfree. They would like to place the bench at the corner of Canterbury Road and Culver Road which is on the route Ms. Winfree would walk to the village.

There is a wide area on the bridge that looks like a nice place to rest and reflect. It is sketched in the picture below.

They would like the plaque to read:

Mary Stephens "Bobbie" Winfree
A Beloved Neighbor on Canterbury for 60 Years
-2019-

I have spoken to Public Works, Planning, and the Police Department. Everyone is good with this location. Sam mentioned that some work on the bridge would be coming up in the near future and the engineers said it would not be in the way. We are prepared to temporarily remove it if needed.

If you approve it, it will take 6-8 weeks to receive the bench and have it installed.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COOPERATION AGREEMENT RESOLUTION

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the City of Mountain Brook, (herein called "the City") and Jefferson County, Alabama, which will be represented by its Department of Community Services & Workforce Development, (herein called "the County").

WITNESSETH THAT:

WHEREAS, the Housing and Community Development Act of 1974, as amended makes provisions whereby urban counties may enter into Cooperation Agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants, the Home Investment Partnership Program (HOME), other HUD programs which might be funded during this three year period; and

WHEREAS, the cooperation of the City, and Jefferson County is essential for the successful planning and carrying out of local housing assistance and community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, housing assistance and community development programs in accordance with the County's Consolidated Plan; on behalf of and in coordination with the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(1) The City hereby authorizes the County to make application for and receive Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds from the U. S. Department of Housing and Urban Development (HUD) on behalf of the City, and further authorizes the County to include the City's population as the basis for calculating and securing Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds directly to the County.

(2) The City and the County agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

(3) The County shall, at no cost to the City, provide the staff resources and other services necessary for planning and administering housing assistance and community development programs on behalf of the City out of Community Development Block Grants and HOME funds.

(4) The City will cooperate with the County to the fullest extent practical in planning and carrying out housing assistance and community development programs, and the County will ensure that the City's citizens and its local Chief Executive have direct and frequent access to, and influence on, the process by which decisions are made concerning housing assistance and community development programs which either directly or indirectly affect the City. The County will continue to have final responsibility for selection of projects and annually filing the Action Plan.

(5) In using the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds that, if any, the County receives, the County may either carry out housing assistance and community development programs for the City or contract with the City to carry out its own programs, or both.

(6) The County is authorized to withhold a reasonable and customary portion of Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds for the purpose of planning and administration of housing assistance and community development programs activities undertaken pursuant to this Cooperation Agreement.

(7) The parties do hereby mutually commit to conform to all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended. Both parties are obligated to take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. These shall include but are not limited to laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards. Furthermore, the County shall provide no funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

(8) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients. 24 CFR 570.501 (b) makes the County, as the recipient of Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds, responsible for ensuring that Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds are used in accordance with all program requirements. When a unit of general local government is participating with or as part of an Urban County, the Urban County is responsible for applying to such unit the same requirements as are applicable to subrecipients. The requirements applicable to subrecipients are specified in 24 CFR 570. 503, and include the requirement of a written agreement signed by both the County and City prior to the County disbursing any Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds to the City.

(9) In order to ensure maximum feasible compatibility between housing assistance and community development programs and other Federal and State assisted efforts the City may wish to undertake, the City agrees to submit a copy of its application for assistance to the County as a part of the City's normal project review and notification process.

(10) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds. The title to any property shall be vested in the County except as provided for in such other agreements as the City and County may make concerning specific projects or items.

The County or the City, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made.

The City shall notify the County of any modification or change in the use of property titled in the City from the use planned at the time of acquisition or improvement. The City shall notify the County of the disposition of property.

In the event property is sold or transferred by the City for a use that does not qualify under the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program regulations, the City shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non- Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds.

Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the City shall follow the rules generated in Paragraph 11 hereinbelow.

(11) The City will inform the County of any income generated by the expenditure of Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds received by the City.

The program income generated by the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and/or Emergency Solutions Grant program activity must be paid to the County unless otherwise agreed by the City and the County. Any income authorized to be retained by the City may be used by the City only for eligible activities in accordance with all Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program requirements as may then apply.

The City shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program activities and shall report to the County, as required, the use of program income. The County shall be responsible for monitoring and reporting to the Department of Housing and Urban Development on the use of such program income.

In the event of close out or change of status of the City, the City shall pay to the County any program income on hand or received subsequent to the close out or change in status.

This agreement will remain in effect until the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds and program income received with respect to activities carried out during the three-year qualification period (and any successive periods in accordance with paragraph 14) are expended and the funded activities completed. The County and City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(12) The City as "the cooperating unit of general local government is hereby adopting and enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

APPENDIX 6

B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

(13) This Agreement shall be effective and binding upon the parties thereto for three program years funded from annual Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds from Federal Fiscal Years 2021, 2022, and 2023 appropriations and from any program income generated from the expenditure of such funds; and for such additional time as may be required for the expenditure of funds granted to the County for such period.

(14) This Agreement shall be automatically renewed at the end of the three-year qualifications period, unless changes to the Agreement are required by HUD that would require the execution of a new Agreement. Either the County or the City may exercise the option to terminate the Agreement at the end of said three-year period. If either the County or the City fails to exercise that option, in writing, prior to the end of said three-year period, it will not have another opportunity to exercise that option until the end of the subsequent three-year period.

If the City wishes to be excluded from the County, it must notify the County and HUD in writing, of its election to be excluded. Prior to the renewal of the next three-year period beginning in Fiscal Year 2023 the County will advise the City in writing of this date.

(15) The City understands that by executing the CDBG cooperation agreement that it:

a. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG program; and

b. May receive a formula allocation under the HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government from applying for State HOME funds.

c. May receive a formula allocation under the Emergency Solutions Grant program only through the County. This does not preclude the urban county or a unit of government participating with the urban county from applying for State Emergency Solutions Grant program funds, if the State allows.

(16) The City and County agree that neither party may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds exclusively for activities eligible under title I of the Act.

(17) The City and the County agree that failure by either party to adopt and submit to HUD any amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice (U. S. Department of Housing and Urban Development Notice) applicable for the year in which the next qualification of Jefferson County is scheduled shall automatically terminate the Agreement following the expenditure of all Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds allocated for use in either jurisdiction failing to comply.

(18) Certification of Authority: The attached certification by the County attorney's office is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

City of Mountain Brook

Attest: _____ By: _____
Mayor Stewart Welch, III

Jefferson County, Alabama

Attest: _____ By: _____
Jimmie Stephens, President
Jefferson County Commission

JEFFERSON COUNTY COMMISSION

JAMES A. "JIMMIE" STEPHENS – PRESIDENT
LASHUNDA SCALES – PRESIDENT PRO TEMPORE
SHEILA TYSON
STEVE AMMONS
T. JOE KNIGHT

Reporting Authority
WALTER JACKSON
Chief Deputy County Manager

COMMISSIONER SHEILA TYSON
Chairman, Community Development & Human Resources Services Committee

Department of Community Services & Workforce Development
Dr. Frederick L. Hamilton, CECD/EDFP, Director
Suite A-430
716 Richard Arrington, Jr. Blvd. North
Birmingham, Alabama 35203-0115
Telephone (205) 325-5761
Fax (205) 325-5095

April 14, 2020

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

RE: 2021-2023 Cooperation Agreements

Dear Mayor Stewart Welch, III:

We invite the City of Mountain Brook to continue to participate in the Jefferson County consortium for the Community Development Block Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs for program years 2021-2023. The City has participated during the past three years.

The U. S. Department of Housing and Urban Development (HUD) requires the County to renew its Cooperation Agreement with participating communities every three (3) years. Your participation is essential to the County and the other cities and towns that combine demographics each year to achieve the highest level of federal funding for local projects.

Participation in the urban county requires a three (3)-year commitment and your community must remain in the program for the three (3) year duration. If your community chooses to remain with the Urban County, it is ineligible to apply for grants under the State CDBG program while a part of the urban county.

Besides the annual CDBG allocation, participating communities also benefit from the County's federally funded HOME Investment Partnerships and ESG programs. HOME funds are used each year to improve local affordable housing stock for seniors. ESG funds are used to meet the needs of the homeless through emergency shelters, rapid re-housing and homeless prevention assistance.

As a current participant, there is a Cooperation Agreement between the City and Jefferson County. This three (3) year Cooperation Agreement is automatically renewed for each three (3) year cycle unless an amendment is required by HUD. Jefferson County has chosen to issue the attached new cooperation agreements to ensure that they include all required HUD language.

In order to continue to participate in the Jefferson County Consortium, the City must submit the following document to the County by Friday, May 15, 2020 unless prior arrangements are made with Nathan Salter, Grants Administrator:

1. A resolution (see attached) specifically designed to meet HUD requirements. Please ensure that the original resolution is signed, dated and certified by the City Clerk. Alternatively, the original resolution can be signed and dated by the City Clerk and embossed with a seal. Please send us the original resolution and keep a copy for your records.

If you decide to opt out of the urban county program, a letter signed by the Chief Executive Officer is required. The letter should state that the community intends to opt out of the Jefferson County urban county program. Due to federal requirements, you must submit this letter to the County and to HUD. Please mail HUD's copy of the letter by **Sunday, June 7, 2020** to:

Mr. Kenneth Free
Director, Birmingham Field Office
U.S. Department of Housing and Urban Development
Medical Forum Building, Suite 900
950 22nd Street North
Birmingham, AL 35203

The County's copy of the letter should be mailed by **Sunday, June 7, 2020** to:

Nathan Salter, Grant Administrator
Jefferson County
Department of Community Service & Workforce Development
716 Richard Arrington Jr. Blvd N, Suite A430
Birmingham, Al 35203

Should you have any questions pertaining to this matter, please contact Nathan at (205) 325-5761, ext. 1908.

Sincerely,

Frederick L. Hamilton

Sam Gaston

From: Ronald Vaughn <vaughnr@mtnbrook.org> on behalf of Ronald Vaughn
Sent: Thursday, May 07, 2020 1:38 PM
To: Sam Gaston
Cc: Steve Boone; Steven Gay; Hunter Johnston
Subject: Fwd. Smyer Road cost estimates

Sam,

This is the email chain from David Marsh that we discussed this morning. While David was pursuing a rough cost estimate, Hunter Johnston (Paving Supervisor) and I met on site to take some measurements and look at other less involved options.

We could have Dunn Construction to mill and pave a section (575' X 18') where the road is having issues. We would have them to deep mill (6" to 8") the portion of the lane that has been cracking and settling. The other lane would be milled and paved 1.5 inches as usual. This repair could be done for about $25,000 and may last for several years. We would keep a close watch on it and could even do the same process as needed in future years. This approach is certainly not as in depth or involved but much cheaper and I think very manageable over many years.

NOTE: This 575' is just the area having issues and about 75' to 100' feet on either side. The entire road from top to bottom is 2,400 feet and would cost about $75,000 to pave. The area outside of the bad area is still holding up well and could be paved in the future.

I have talked with David Marsh and Councillor Black about possibly taking this approach. I think both agree that this is a viable cost saving option. If it fails terribly in a few years we do have three engineered options that could be looked at again. My opinion would be that it is worth a try to mill, pave, and monitor.

Let me know if you have additional questions.

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

---------- Forwarded message ---------
From: **David G. Marsh, P.E.** <DMarsh@ecslimited.com>
Date: Tue, May 5, 2020 at 4:22 PM
Subject: Re: Smyer Road cost estimates

Ronnie and I have spoken about the preliminary conversations I have had with Russo Corp about the Smyer repairs. Lance Kitchens with Russo went by the site last week and I spoke with him regarding the site conditions and our report. He felt the geotechnical repair portion of the project was on the order of 500k to 750k. That was his 'back of the napkin' pricing without drilling deeper into the details. Ronnie said he was going to discuss this further with you and Phil. I am happy to provide input if needed during the upcoming Council meeting. Please let me know how I can help.

DAVID G. MARSH, P.E. | Office Manager, Principal
ECS SOUTHEAST, LLP T 205.588.5099 | D 205.588.1935 | C 205.568.3714
www.ecslimited.com

From: "gastons@mtnbrook.org" <gastons@mtnbrook.org>
Date: Monday, May 4, 2020 at 9:52 AM
To: "David G. Marsh" <DMarsh@ecslimited.com>
Subject: Smyer Road cost estimates

Will you be ready to present some proposed costs estimates for the Smyer Road repair options at the May 11th Council meeting?

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

This message has been analyzed by Deep Discovery Email Inspector.

This message has been analyzed by Deep Discovery Email Inspector.

APPENDIX 7

ECS SOUTHEAST, LLP
Geotechnical • Construction Materials • Environmental • Facilities

April 24, 2020

Mr. Ronnie Vaughn
City of Mountain Brook Alabama
56 Church Street
Mountain Brook, Alabama 35213

Re: Smyer Road Slope Repair Feasibility
Mountain Brook, Alabama
ECS Project No. 30-1857-A

Dear Mr. Vaugh.

As you are aware, pavement distress and slope instability are present on Smyer Road behind the Macy's-Colonial Brookwood Village in Mountain Brook, Alabama. ECS Southeast, LLP (ECS) recently completed a subsurface exploration at the project site, the results of which were transmitted in our Geotechnical Engineering Report titled "Smyer Road Evaluation" (ECS Project Number 30:1857), dated November 21, 2019. That report provided several methods to repair the distressed pavement for temporary roadway serviceability. We understand the City of Mountain Brook is considering a long term repair solution. This report provides three possible slope instability repair methods. Once the slope stabilization method is in place the pavements may be repaired or replaced.

Slope Geometry
ECS evaluated slope stability and the repair options based on topographic map provided by Jefferson County GIS, and photos available on Google Earth. Therefore, the sections displayed in the attached analysis and drawings should be considered preliminary. Final slope repair design should be based on a physical land survey that defines slope geometry and topography.

Shear Strength Parameters
ECS estimated the soil shear strength parameters based on the soil borings, laboratory testing, and our experience with similar soils. The soil shear strengths are based on correlations or experience. Advanced laboratory and/or in-situ testing such as triaxial shear strength testing, field vane shear or pressuremeter testing may demonstrate higher strength values which may provide a more economic repair. The following table summarizes the shear strength parameters used in the analysis.

Soil Type	Unit Weight (pcf)	Cohesion (psf)	Friction Angle
Clay (CL/CH)	115	20	22
Gravel (GW)	120	0	32
PWR	130	500	30
Bed Rock	130	5000	40

Slope Stability Analysis
ECS developed slope stability models using the computer program Slide by Rocsciece to evaluate the stability of the existing roadway and the stabilization options. The global stability of the existing slope and planned stabilization options were estimated using limit equilibrium

methods and comparing the ratio of driving and resisting forces (factor of safety) to industry established standards. In general a factor of safety of 1.0, or unity, is considered to be on the verge of instability. An embankment with a factor of safety of greater than 1.0 is stable, and an embankment with a factor of safety less than 1.0 is unstable. However, it must be noted with any engineering analysis there is some level of uncertainty with soil layer strengths and loading used in the analysis. Although a factor of safety of 1.0 is considered nominally stable, a small change in shear strength or loading may result in slope instability. In addition, it has been our experience that slopes with a factor of safety between 1.0 and 1.2 may experience long term creep movement. For this reason, industry standards generally recommend factors of safety on the order of 1.3 to 1.5 to account for these potential unanticipated changes in loading conditions or soil strength. For this project, we have targeted a minimum factor of safety of 1.3 for the repair option.

Conclusions and Recommendations
Based on the available subsurface information and known site geometry ECS estimated the stability of the existing slope at less than 1.1 as shown on Figure 1. As such, slope stabilization is recommended to repair the slope. We anticipate the primary failure mode of the slope is a relatively shallow slide occurring at the interface between the weathered rock and overlying overburden soils. We have developed three repair options. Please note with each of these options, we anticipate there may be shallow slides and failures of surficial soils below the repair; however, the repair will maintain the serviceability of the roadway.

- Option 1: Shored Mechanically Stabilized Earth (SMSE) Wall – consisting SMSE wall is a combination of a soil nail wall with shotcrete facing and Mechanically Stabilized Earth (MSE) wall constructed in front of the soil nail wall. The SMSE limits the excavation into an existing slope that would generally be required to install an MSE wall. In addition, the soil nail component simultaneously creates an excavation support system to stabilize the uphill slope during wall construction. The major limitation of soil nail walls is they can only be constructed in a "cut" situation. As such, where the planned roadway is wider than allowed by the site geometry, a MSE Wall is constructed in front of the soil nail wall. Figure 2 shows a preliminary cross section for a SMSE Wall at this site, and Figure 3 shows the associated slope stability model and estimated factor of safety of 1.50. At this site, if geometry allows, and road widening isn't required, a soil nail wall alone may be possible to stabilize the roadway.

- Option 2: Anchored Soldier Pile and Panel Wall – This system includes vertical soldier piles with reinforced concrete panels set between the piles. Earth or rock anchors are installed near the top of the wall to provide additional lateral stability and restraint. At this site, we anticipate the soldier piles would extend into the weather rock strata. This repair method is very common for landside repair and allows the widening of a roadway with a single system. One major drawback is relatively large equipment is required to install the soldier piles and this tends to be a more expensive repair method. Figure 4 shows this conceptual repair option and Figure 5 shows the associated slope stability model and estimated factor of safety of 1.3.

- Option 3: Soil Nailed Slope –This option consist of soil nails reinforcing the existing soil mass in place without modify the existing slope geometry. For this project recommend the soil nails be installed through the overburden soils and into the underlying rock stratum. Where the soil nails reinforce the soil mass, the slope face is reinforced with

either shotcrete facing or can allow vegetation with various erosion control and reinforcing methods. While this is an option to stabilize the roadway, this option will not allow widening the roadway. In addition, this option may not allow a full depth repair of the distressed pavement. However, we anticipate this option will be the least expensive of the three proposed stabilization methods. Figure 6 shows this conceptual repair option and Figure 7 shows the associated slope stability model and estimated factor of safety of 1.44.

Closing

The stabilization methods recommended in this letter are based on limited subsurface and survey information and should be considered preliminary. Prior to the final design, a comprehensive physical survey of the repair area and surrounding topography will be required. This survey should include a mapping exposed rock surfaces above and below the repair area. In addition, soil test borings extending into rock are recommended. Additional soil borings above and below the roadway should also be performed. If the slope above and below the roadway is not accessible by drill rig, hand augers and dynamic cone penetrometer (DCP) tests can be performed. A laboratory testing program including natural moisture contents, Atterberg limits, percent fines and potentially advance laboratory testing such as Triaxial Shear or Direct Shear shall be implemented. Upon completion of the survey, additional subsurface exploration, and laboratory testing program, final repair recommendations can be provided.

If you have any questions concerning the information in this letter, please do not hesitate to contact us.

Respectfully,

ECS SOUTHEAST, LLP

Efrem W. Emhatsion, E.I.T.
Geotechnical Staff Project Manager
EEmhatsion@ecslimited.com

Morgan E. Carden, P.E.
Senior Project Manager
MEHansen@ecslimited.com

Marc F. Plotkin, P.E., D.GE
Principal Engineer
AL Registration No. 36797
MPlotkin@ecslimited.com

ALABAMA LICENSED No. 36797 PROFESSIONAL ENGINEER MARC FRANKLIN PLOTKIN

04-24-20

Enclosure: Figure A: Approximate area of Repair

Figure B: Assumed Geometry

Figure 1: Preliminary Slope Stability Analysis

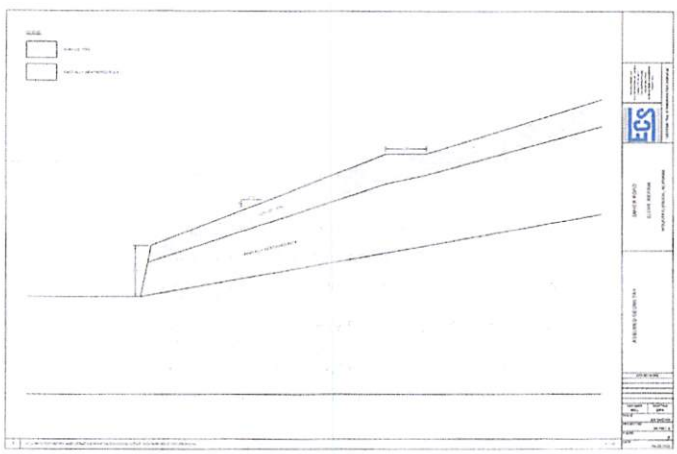
Figure 2: Option 1 - Preliminary Cross Section for SMSE Wall

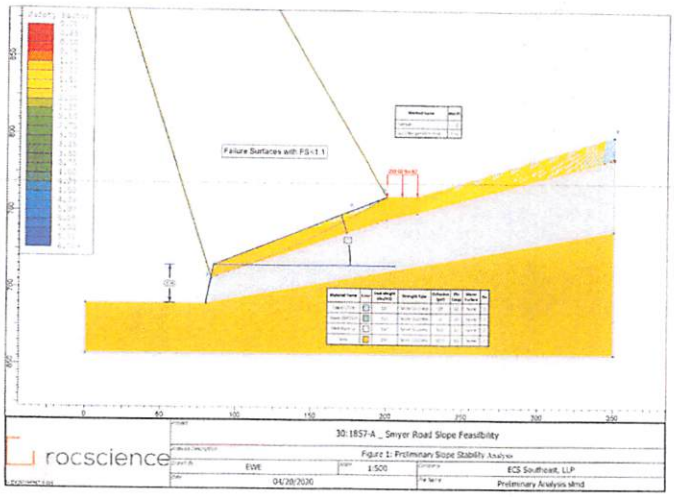
Figure 4: Option 2 - Preliminary Cross Section for Anchored Soldier Pile and Panel Wall

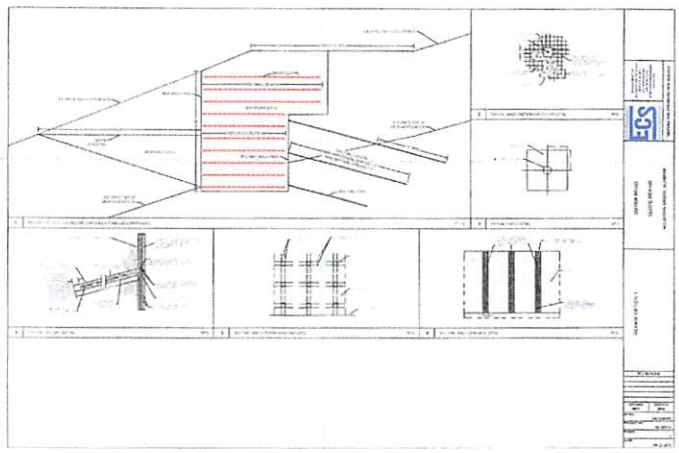
Figure 5: Option 2 - Preliminary Slope Stability Model for Anchored Soldier Pile and Panel Wall

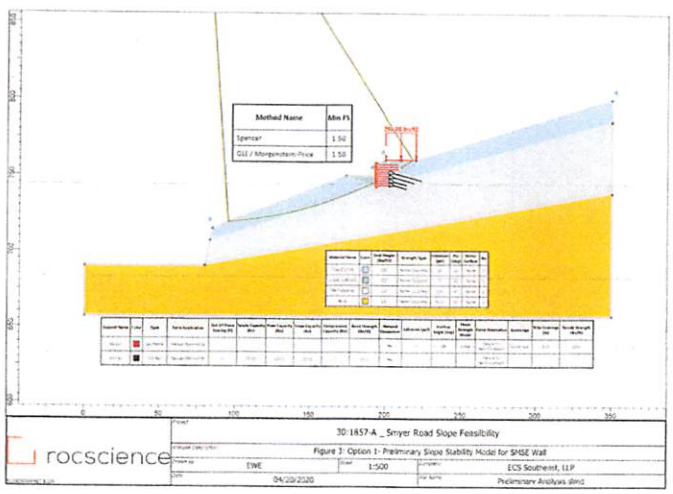
Figure 6: Option 3 - Preliminary Cross Section for Soil Nailed Slope

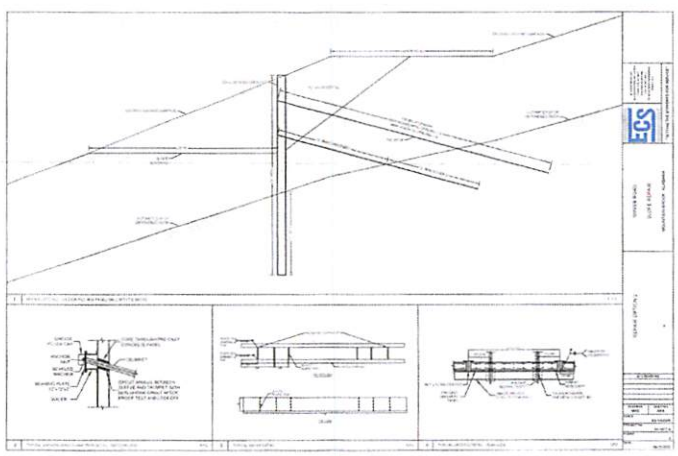
Figure 7: Option 3 - Preliminary Slope Stability Model for Soil Nailed Slope

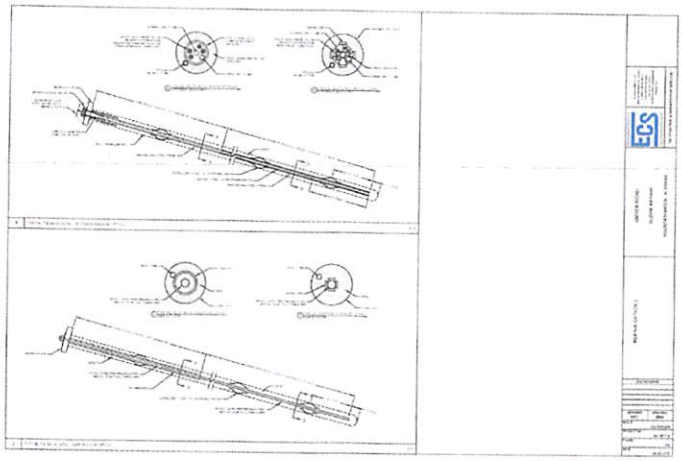


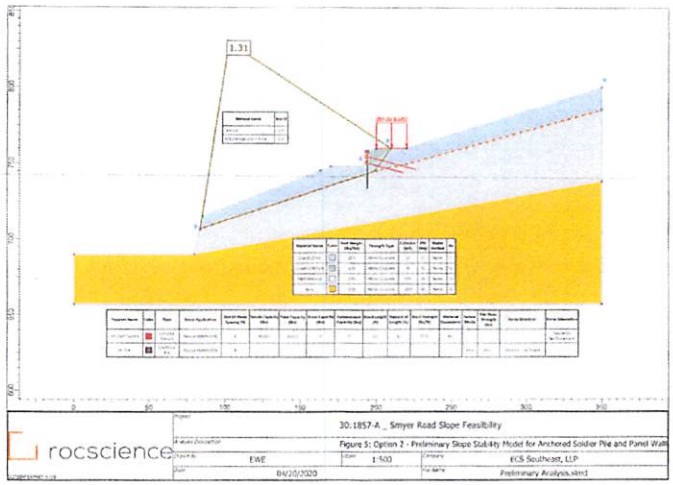

Failure Surfaces with FS<1.1
rocscience
30:1857-A _ Smyer Road Slope Feasibility
Figure 1: Preliminary Slope Stability Analysis
EWE
1:500
ECS Southeast, LLP
04/28/2020
Preliminary Analysis.slmd

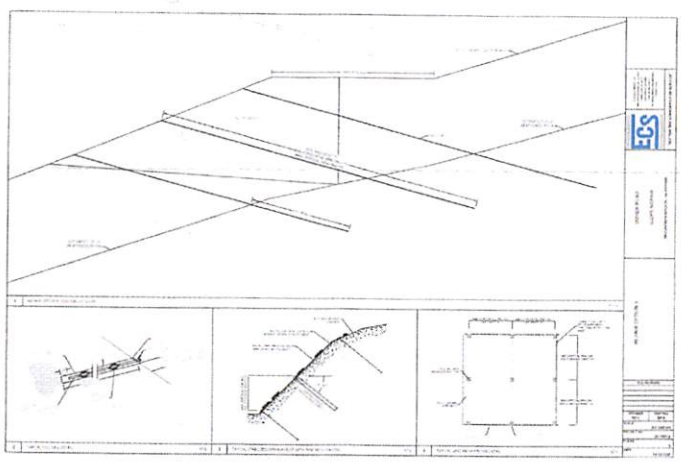


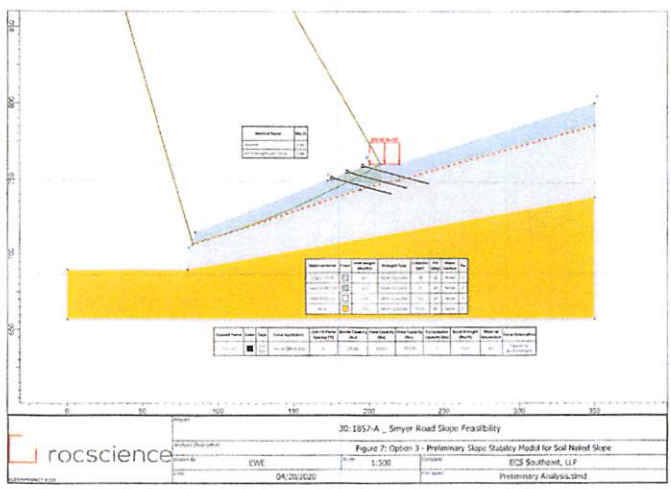

Method Name
Min FS
Spencer
1.50
GLE / Morgenstern-Price
1.50
rocscience
30:1857-A _ Smyer Road Slope Feasibility
Figure 3: Option 1- Preliminary Slope Stability Model for SMSE Wall
EWE
1:500
ECS Southeast, LLP
04/28/2020
Preliminary Analysis.slmd






1.31
rocscience
30:1857-A _ Smyer Road Slope Feasibility
Figure 5: Option 2 - Preliminary Slope Stability Model for Anchored Soldier Pile and Panel Wall
EWE
1:500
ECS Southeast, LLP
04/20/2020
Preliminary Analysis.slmd




rocscience
30:1857-A _ Smyer Road Slope Feasibility
Figure 7: Option 3 - Preliminary Slope Stability Model for Soil Nailed Slope
EWE
1:500
ECS Southeast, LLP
04/20/2020
Preliminary Analysis.slmd

Parks Opening Plan

EFFECTIVE MAY 13, 2020

Parks to OPEN:

The following parks will be open for exercise and passive use, but social distancing guidelines must be followed. Vulnerable individuals are encouraged to follow the stay at home guidelines.

- No groups larger than 10 persons will be allowed and individuals must remain 6 feet apart unless within the same family unit. The use of face masks is strongly encouraged.
- Any activity which does not permit social distancing to be maintained is prohibited, which means, no organized sports and no pick-up games. Any activity where social distancing cannot be maintained will not be allowed in the parks regardless of the number of participants.
- All restrooms, drinking fountains, and pavilions will remain closed.
- City park personnel cannot keep park amenities disinfected at all times so contact with commonly touched surfaces should be limited as much as possible, i.e. benches, picnic tables, gate latches, etc. Park patrons will be expected to provide their own hand sanitizer or disinfectants.
- Other regulations that are park specific may be posted at each park and must be followed at all times.
- Do not over crowd the parks. Visit less crowded parks or visit at a different time of day. Crowded parks may lead to closed parks.
- The City reserves the right to close the parks without notice.

APPENDIX 8

Sports Fields and Tennis Courts to be opened to the public:

- Mountain Brook Jr. High
- Mountain Brook Elementary
- Crestline Elementary
- Brookwood Forrest
- Overton Tennis Courts
- Rathmell
- Mountain Brook High School
  --Upper Soccer Field
  --Lower Soccer Field
  --Tennis Courts
  --Track
  --Baseball Field #1

Parks to be opened:

Cahaba River Walk, including the Dog Park

Overton Park (Greenspace Only)

Parks to Remain CLOSED to the public:

Sports Fields:

MBHS Football Field and Varsity Baseball Field

These facilities will be closed due to planned construction this summer. They may open upon completion.

Baseball Complex at MBHS: Fields 3 – 7 including batting cages

Cherokee Bend Elementary

All playgrounds are to remain closed:

Overton Park | Crestline Tot Lot | Canterbury Park | Cherokee Bend Elementary

Mountain Brook Elementary | Crestline Elementary | Brookwood Forest Elementary

SKIPPER CONSULTING INC.

Figure 21 - Traffic Signal - Liberty Parkway at Overton Road

Overton Road APPLE

January 2020

APPENDIX 1 - CON'T