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 queus 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
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
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Overton Road Corridor Study

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>
<thead>
<tr>
<th>Roadway</th>
<th>Segment</th>
<th>Classification</th>
<th>Cross Section</th>
<th>Volume</th>
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<tbody>
<tr>
<td>Overton Road</td>
<td>Liberty Pkwy to Oakdale Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>7,800</td>
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<tr>
<td></td>
<td>Oakdale Dr to South Brookwood Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>12,700</td>
</tr>
<tr>
<td></td>
<td>South Brookwood Rd to Crosshaven Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>14,200</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Lockley Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,600</td>
</tr>
<tr>
<td></td>
<td>Lockley Dr to Knollwood Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,800</td>
</tr>
<tr>
<td></td>
<td>Knollwood Dr to North Woodridge Rd</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,100</td>
</tr>
<tr>
<td></td>
<td>North Woodridge Rd to US 280</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,800</td>
</tr>
<tr>
<td>Crosshaven Drive</td>
<td>Overton Rd to Green Valley Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>11,200</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>15,500</td>
</tr>
<tr>
<td></td>
<td>River Rd to Overton Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>12,300</td>
</tr>
<tr>
<td></td>
<td>Overton Rd to Overton Access Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>17,600</td>
</tr>
<tr>
<td>Green Valley Road</td>
<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>7,100</td>
</tr>
<tr>
<td></td>
<td>Dolly Ridge Rd to Knollwood Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>7,100</td>
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<tr>
<td></td>
<td>Cahaba Heights Rd/Pump House Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,000</td>
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<tr>
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<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>11,200</td>
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<tr>
<td></td>
<td>Dolly Ridge Rd to US 280</td>
<td>Collector</td>
<td>Two Lane</td>
<td>8,800</td>
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<tr>
<td></td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
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<td>Two Lane</td>
<td>5,800</td>
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<tr>
<td>Dolly Ridge Road</td>
<td>Cahaba Heights Rd to US 280</td>
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<td>Two Lane</td>
<td>7,600</td>
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<tr>
<td>Knollwood Drive</td>
<td>Green Valley Rd to Overton Rd</td>
<td>Local</td>
<td>Two Lane</td>
<td>2,400</td>
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</tbody>
</table>
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>
<thead>
<tr>
<th>Cross Section</th>
<th>Level of Service</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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</thead>
<tbody>
<tr>
<td>Two Lane</td>
<td>Daily</td>
<td>2,184</td>
<td>3,812</td>
<td>5,130</td>
<td>10,360</td>
<td>10,920</td>
<td>&gt;10,920</td>
</tr>
<tr>
<td>Undivided</td>
<td>Peak Hour</td>
<td>197</td>
<td>345</td>
<td>462</td>
<td>931</td>
<td>987</td>
<td>&gt;987</td>
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<tr>
<td>Two Lane</td>
<td>Daily</td>
<td>2,250</td>
<td>4,010</td>
<td>5,370</td>
<td>10,880</td>
<td>11,470</td>
<td>&gt;11,470</td>
</tr>
<tr>
<td>Divided</td>
<td>Peak Hour</td>
<td>207</td>
<td>360</td>
<td>485</td>
<td>978</td>
<td>1,036</td>
<td>&gt;1,036</td>
</tr>
<tr>
<td>Four Lane</td>
<td>Daily</td>
<td>7,480</td>
<td>10,690</td>
<td>13,250</td>
<td>16,900</td>
<td>21,380</td>
<td>&gt;21,380</td>
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<tr>
<td>Undivided</td>
<td>Peak Hour</td>
<td>328</td>
<td>635</td>
<td>884</td>
<td>1,791</td>
<td>2,052</td>
<td>&gt;2,052</td>
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<tr>
<td>Four Lane</td>
<td>Daily</td>
<td>9,975</td>
<td>14,250</td>
<td>17,670</td>
<td>21,375</td>
<td>28,500</td>
<td>&gt;28,500</td>
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<tr>
<td>Divided</td>
<td>Peak Hour</td>
<td>438</td>
<td>848</td>
<td>1,179</td>
<td>2,628</td>
<td>2,736</td>
<td>&gt;2,736</td>
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</table>

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 4
### Existing Peak Hour Traffic Volumes and Levels of Service

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<tr>
<th>Roadway</th>
<th>Segment</th>
<th>Daily Volume</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>EB/NB</td>
<td>WB/SB</td>
<td>Total</td>
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<tr>
<td>Overton Road</td>
<td>Liberty Pkwy to Oakdale Dr</td>
<td>7,827</td>
<td>276</td>
<td>384</td>
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<tr>
<td></td>
<td>Oakdale Dr to South Brookwood Rd</td>
<td>12,749</td>
<td>443</td>
<td>662</td>
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<tr>
<td></td>
<td>South Brookwood Rd to Crosshaven Dr</td>
<td>14,765</td>
<td>388</td>
<td>760</td>
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<tr>
<td></td>
<td>Crosshaven Dr to Lockley Dr</td>
<td>10,433</td>
<td>258</td>
<td>726</td>
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<tr>
<td></td>
<td>Lockley Dr to Knollwood Dr</td>
<td>8,844</td>
<td>178</td>
<td>691</td>
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<tr>
<td></td>
<td>Knollwood Dr to North Woodridge Rd</td>
<td>8,114</td>
<td>452</td>
<td>184</td>
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<td></td>
<td>North Woodridge Rd to US-280</td>
<td>8,775</td>
<td>186</td>
<td>751</td>
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<td>Crosshaven Drive</td>
<td>Overton Rd to Green Valley Rd</td>
<td>11,246</td>
<td>469</td>
<td>346</td>
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<td></td>
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<td>10,500</td>
<td>365</td>
<td>320</td>
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<td>River Run Ln to Overton Rd</td>
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<td>7,082</td>
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<td>458</td>
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<td>Dolly Ridge Rd to Knollwood Dr</td>
<td>7,176</td>
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<td>536</td>
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<td>Cahaba Heights Road/</td>
<td>Orchard Hollow Rd to Crosshaven Dr</td>
<td>9,977</td>
<td>650</td>
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<td>589</td>
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<tr>
<td></td>
<td>Dolly Ridge Road to US-280</td>
<td>8,822</td>
<td>234</td>
<td>421</td>
</tr>
<tr>
<td>Dolly Ridge Road</td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>4,996</td>
<td>168</td>
<td>267</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd to US-280</td>
<td>7,625</td>
<td>394</td>
<td>424</td>
</tr>
<tr>
<td>Knollwood Drive</td>
<td>Green Valley Rd to Overton Rd</td>
<td>2,394</td>
<td>56</td>
<td>122</td>
</tr>
</tbody>
</table>
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 Scind 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 map 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

<table>
<thead>
<tr>
<th></th>
<th>AM Peak Period</th>
<th>Westbound</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start Time</td>
<td>Length (miles)</td>
<td>Duration (min)</td>
<td>Speed (mph)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overton Road</td>
<td>7:16</td>
<td>4.34</td>
<td>9:48</td>
<td>27</td>
</tr>
<tr>
<td>Overton Road</td>
<td>7:40</td>
<td>4.44</td>
<td>12:32</td>
<td>21</td>
</tr>
<tr>
<td>Crosshaven Drive</td>
<td>8:05</td>
<td>4.37</td>
<td>8:23</td>
<td>31</td>
</tr>
</tbody>
</table>

### PM Peak Period

<table>
<thead>
<tr>
<th></th>
<th>Start Time</th>
<th>Length (miles)</th>
<th>Duration (min)</th>
<th>Speed (mph)</th>
<th>LOS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overton Road</td>
<td>4:24</td>
<td>4.30</td>
<td>10:40</td>
<td>14</td>
<td>A</td>
</tr>
<tr>
<td>Overton Road</td>
<td>4:47</td>
<td>4.33</td>
<td>8:43</td>
<td>10</td>
<td>B</td>
</tr>
<tr>
<td>Crosshaven Drive</td>
<td>4:58</td>
<td>4.45</td>
<td>10:16</td>
<td>26</td>
<td>B</td>
</tr>
</tbody>
</table>

LOS Speeds:

- A >30 mph
- B 24-30 mph
- C 18-24 mph
- D 14-18 mph
- E 10-14 mph
- F <10 mph
Overton Road Corridor Study

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 Croxshaven Drive, while the wider rights-of-way extend from east of Croxshaven 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.

PM Peak Period

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

- 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 Croxshaven Drive to U.S. Highway 280. Length of section is 2.64 miles. Total time to traverse section was 13 minutes 21 seconds. Average speed was 9 miles per hour.
Overton Road Corridor Study

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>
<thead>
<tr>
<th>Overton Road</th>
<th>w. of Liberty Place</th>
<th>w. of S. Ensley Rd</th>
<th>w. of Crosshaven Dr</th>
<th>w. of Lockley Dr</th>
<th>o. of US 280</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>7,000</td>
<td>5,000</td>
<td>12,000</td>
<td>20,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2007</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2008</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2009</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2010</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2011</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2012</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2013</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>2014</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>overall</td>
<td>7,500</td>
<td>5,500</td>
<td>12,500</td>
<td>22,000</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Table 6

Historical Traffic Growth

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 a change on the east side of Crosshaven Drive for the length of the project. The project also includes a right turn lane on 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 the intersection improvements to the intersection of Overton Road Drive at Valley Road. A conceptual improvement plan is shown on Figure 10 (provided by Neel-Schaffer, Inc.) Utility Relocation was scheduled for FY 2019, but has not 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 Lochley Drive. Construction was scheduled for February 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 Transportation Authority (MTO).
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.

![Liberty Park Socio-Economic Growth](image)

Table 7

<table>
<thead>
<tr>
<th>TAZ</th>
<th>Population</th>
<th>Households</th>
<th>Vacant Households</th>
<th>Grown Households</th>
<th>Non-Res. Employment</th>
<th>Retail Employment</th>
<th>School Enrollment</th>
<th>Median Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base Year 2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>536</td>
<td>1,318</td>
<td>564</td>
<td>29</td>
<td>515</td>
<td>124</td>
<td>1</td>
<td>1,110</td>
<td>$53,406</td>
</tr>
<tr>
<td>538</td>
<td>259</td>
<td>124</td>
<td>5</td>
<td>119</td>
<td>1,888</td>
<td>54</td>
<td>0</td>
<td>$423,316</td>
</tr>
<tr>
<td>539</td>
<td>1,958</td>
<td>662</td>
<td>36</td>
<td>606</td>
<td>301</td>
<td>92</td>
<td>0</td>
<td>$423,316</td>
</tr>
<tr>
<td>1726</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>$53,406</td>
</tr>
<tr>
<td>1727</td>
<td>1,139</td>
<td>410</td>
<td>17</td>
<td>172</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$423,316</td>
</tr>
<tr>
<td>Total</td>
<td>4,656</td>
<td>1,942</td>
<td>107</td>
<td>1,615</td>
<td>2,317</td>
<td>88</td>
<td>1,210</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Future Year 2045</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>536</td>
<td>1653</td>
<td>714</td>
<td>43</td>
<td>671</td>
<td>125</td>
<td>1</td>
<td>1,230</td>
<td></td>
</tr>
<tr>
<td>538</td>
<td>259</td>
<td>124</td>
<td>5</td>
<td>119</td>
<td>1,888</td>
<td>54</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>539</td>
<td>1,958</td>
<td>662</td>
<td>36</td>
<td>606</td>
<td>301</td>
<td>92</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1726</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>718</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1727</td>
<td>1,139</td>
<td>410</td>
<td>17</td>
<td>172</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>7,230</td>
<td>2,682</td>
<td>139</td>
<td>2,543</td>
<td>3,312</td>
<td>210</td>
<td>1,230</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Growth 2015-2045</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>536</td>
<td>333</td>
<td>150</td>
<td>14</td>
<td>126</td>
<td>200</td>
<td>0</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>538</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>539</td>
<td>17</td>
<td>15</td>
<td>16</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1726</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>714</td>
<td>0</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>1727</td>
<td>2,222</td>
<td>775</td>
<td>34</td>
<td>721</td>
<td>200</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>2,574</td>
<td>940</td>
<td>32</td>
<td>908</td>
<td>1,033</td>
<td>125</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
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).

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 8
Liberty Park Development Data

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Size</th>
<th>Population</th>
<th>Households</th>
<th>Non-Retail Employment</th>
<th>Retail Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assisted Living Facility</td>
<td>100 beds</td>
<td>100</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail</td>
<td>20,000 sq ft</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convenience Store/Gas Station*</td>
<td>8 pumps</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office (East)</td>
<td>15,000 sq ft</td>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grocery Store</td>
<td>48,400 sq ft</td>
<td>116</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office (West)</td>
<td>35,000 sq ft</td>
<td>62</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail</td>
<td>100,000 sq ft</td>
<td>220</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhouses</td>
<td>100 d u's</td>
<td>100</td>
<td>270</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Single Family Residential</td>
<td>1,000 d u's</td>
<td>1,080</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canada Station</td>
<td>14,176 sq ft</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>9983 sq ft</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restaurant</td>
<td>4600 sq ft</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encompass Health</td>
<td>2016 200,000 sq ft</td>
<td>527</td>
<td>133</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2040 200,000 sq ft</td>
<td>Totals</td>
<td>4,150</td>
<td>1,500</td>
<td>767</td>
<td>450</td>
</tr>
</tbody>
</table>

Table 9
Socio-Economic Growth Data Comparison

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Population</th>
<th>Households</th>
<th>Non-Retail Employment</th>
<th>Retail Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPCGB Predicted TAZ Growth</td>
<td>2,974</td>
<td>940</td>
<td>1,035</td>
<td>125</td>
</tr>
<tr>
<td>Liberty Park Predicted Growth</td>
<td>4,150</td>
<td>1,500</td>
<td>767</td>
<td>450</td>
</tr>
</tbody>
</table>
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, Sardis 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

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Value</th>
<th>Daily Trips</th>
<th>Internal Capture Rate</th>
<th>External Trips</th>
<th>% Assigned to Study Area</th>
<th>Trips Assigned to Study Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assisted Living Facility</td>
<td>400</td>
<td>294</td>
<td>0%</td>
<td>264</td>
<td>20%</td>
<td>58</td>
</tr>
<tr>
<td>The Bay</td>
<td>20,000 sq ft</td>
<td>94</td>
<td>62%</td>
<td>340</td>
<td>20%</td>
<td>68</td>
</tr>
<tr>
<td>Convenience Store/Gas Station</td>
<td>8 pumps</td>
<td>1,341</td>
<td>93%</td>
<td>94</td>
<td>20%</td>
<td>20</td>
</tr>
<tr>
<td>Office (East)</td>
<td>15,000 sq ft</td>
<td>304</td>
<td>0%</td>
<td>304</td>
<td>20%</td>
<td>62</td>
</tr>
<tr>
<td>Grocery Store</td>
<td>48,400 sq ft</td>
<td>4,472</td>
<td>49%</td>
<td>2,300</td>
<td>20%</td>
<td>456</td>
</tr>
<tr>
<td>Office (West)</td>
<td>15,000 sq ft</td>
<td>580</td>
<td>0%</td>
<td>580</td>
<td>20%</td>
<td>116</td>
</tr>
<tr>
<td>Retail</td>
<td>100,000 sq ft</td>
<td>4,316</td>
<td>63%</td>
<td>1,640</td>
<td>20%</td>
<td>328</td>
</tr>
<tr>
<td>Townhouses</td>
<td>100 d.w./y</td>
<td>644</td>
<td>0%</td>
<td>644</td>
<td>20%</td>
<td>130</td>
</tr>
<tr>
<td>Single Family Residential</td>
<td>1,000 d.w./y</td>
<td>8,736</td>
<td>0%</td>
<td>8,736</td>
<td>20%</td>
<td>1,748</td>
</tr>
<tr>
<td>Cahaba Station</td>
<td>400 d.w./y</td>
<td>3,760</td>
<td>0%</td>
<td>3,760</td>
<td>20%</td>
<td>752</td>
</tr>
<tr>
<td>Retail</td>
<td>14,179 sq ft</td>
<td>684</td>
<td>62%</td>
<td>246</td>
<td>20%</td>
<td>50</td>
</tr>
<tr>
<td>Office</td>
<td>9893 sq ft</td>
<td>224</td>
<td>0%</td>
<td>224</td>
<td>20%</td>
<td>46</td>
</tr>
<tr>
<td>Restaurant</td>
<td>4600 sq ft</td>
<td>414</td>
<td>62%</td>
<td>158</td>
<td>20%</td>
<td>32</td>
</tr>
<tr>
<td>Encompass Health</td>
<td>2040 emp</td>
<td>400</td>
<td>0%</td>
<td>400</td>
<td>20%</td>
<td>80</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>27,060</strong></td>
<td><strong>15,730</strong></td>
<td><strong>3,354</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
### Table 11: Existing and Future 2040 Daily Traffic Volumes

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment</th>
<th>Classification</th>
<th>Cross Section</th>
<th>Existing Volume</th>
<th>Projected 2040 Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overton Road</td>
<td>Liberty Pike to Oakdale Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>7,800</td>
<td>10,900</td>
</tr>
<tr>
<td></td>
<td>Oakdale Dr to South Brookwood Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>12,700</td>
<td>18,000</td>
</tr>
<tr>
<td></td>
<td>3. Brookwood Rd to Crosshaven Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>14,800</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Lockley Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,400</td>
<td>13,200</td>
</tr>
<tr>
<td></td>
<td>Lockley Dr to Knollwood Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,800</td>
<td>12,500</td>
</tr>
<tr>
<td></td>
<td>Knollwood Dr to North Woodridge Rd</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,100</td>
<td>11,500</td>
</tr>
<tr>
<td></td>
<td>North Woodridge Rd to US-280</td>
<td>Local</td>
<td>Two Lane</td>
<td>8,000</td>
<td>11,400</td>
</tr>
<tr>
<td>Crosshaven Drive</td>
<td>Overton Rd to Green Valley Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>11,200</td>
<td>16,400</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,500</td>
<td>15,000</td>
</tr>
<tr>
<td>Liberty Parkway</td>
<td>River Rd to Overton Access Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>12,000</td>
<td>17,600</td>
</tr>
<tr>
<td></td>
<td>Overton Rd to North Woodridge Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>17,600</td>
<td>27,400</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd/Pump House Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>7,100</td>
<td>9,400</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,000</td>
<td>11,700</td>
</tr>
<tr>
<td></td>
<td>Dolly Ridge Rd to Knollwood Dr</td>
<td>Collector</td>
<td>Two Lane</td>
<td>11,200</td>
<td>12,800</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd to US-280</td>
<td>Collector</td>
<td>Two Lane</td>
<td>8,000</td>
<td>11,600</td>
</tr>
<tr>
<td>Dolly Ridge Rd</td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>5,000</td>
<td>5,800</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd to US-280</td>
<td>Collector</td>
<td>Two Lane</td>
<td>7,600</td>
<td>8,700</td>
</tr>
<tr>
<td></td>
<td>Knollwood Dr to Overton Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>2,400</td>
<td>2,400</td>
</tr>
</tbody>
</table>

### Table 12: Future 2040 Daily Levels of Service

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment</th>
<th>Classification</th>
<th>Cross Section</th>
<th>Capacity</th>
<th>Volume</th>
<th>v/c</th>
<th>LOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overton Road</td>
<td>Liberty Pike to Oakdale Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>10,920</td>
<td>10,900</td>
<td>1.00</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Oakdale Dr to South Brookwood Rd</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>10,920</td>
<td>10,900</td>
<td>1.00</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>South Brookwood Rd to Crosshaven Dr</td>
<td>Minor Arterial</td>
<td>Two Lane</td>
<td>10,920</td>
<td>10,900</td>
<td>1.00</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Lockley Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,920</td>
<td>13,200</td>
<td>1.21</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Lockley Dr to Knollwood Dr</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,920</td>
<td>12,500</td>
<td>1.14</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Knollwood Dr to North Woodridge Rd</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,920</td>
<td>11,500</td>
<td>1.05</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>North Woodridge Rd to US-280</td>
<td>Local</td>
<td>Two Lane</td>
<td>10,920</td>
<td>12,400</td>
<td>1.14</td>
<td>E</td>
</tr>
<tr>
<td>Crosshaven Drive</td>
<td>Overton Rd to Cahaba Heights Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>11,470</td>
<td>16,400</td>
<td>1.50</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>11,470</td>
<td>12,100</td>
<td>1.03</td>
<td>E</td>
</tr>
<tr>
<td>Liberty Parkway</td>
<td>River Rd to Overton Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>28,500</td>
<td>22,600</td>
<td>0.79</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Overton Rd to Overton Access Rd</td>
<td>Collector</td>
<td>Four Lane Divided</td>
<td>28,500</td>
<td>27,400</td>
<td>0.96</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd/Pump House Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,920</td>
<td>11,700</td>
<td>1.07</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,920</td>
<td>12,800</td>
<td>1.17</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Dolly Ridge Rd to US-280</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,920</td>
<td>11,600</td>
<td>1.00</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd to US-280</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,920</td>
<td>5,800</td>
<td>0.53</td>
<td>D</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Overton Rd</td>
<td>Collector</td>
<td>Two Lane</td>
<td>10,920</td>
<td>8,700</td>
<td>0.83</td>
<td>D</td>
</tr>
</tbody>
</table>

### 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.
Overton Road Corridor Study

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 495,600 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost (Million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$ 3.8</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>$ 7.4</td>
</tr>
<tr>
<td>Utilities</td>
<td>$33.5</td>
</tr>
<tr>
<td>Construction</td>
<td>$25.2</td>
</tr>
<tr>
<td>CE&amp;I</td>
<td>$ 3.8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$53.7</strong></td>
</tr>
</tbody>
</table>

*Note: This information is provided for information only and is not to be considered a recommended action.*
## Overton Road Corridor Study

### Mountain Brook and Vestavia Hills, Alabama

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

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment</th>
<th>Daily Volume</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EB/NB</td>
<td>WB/SB</td>
<td>Total</td>
</tr>
<tr>
<td>Overton Road</td>
<td>Liberty Pkwy to Oakdale Dr</td>
<td>10,900</td>
<td>384</td>
<td>535</td>
</tr>
<tr>
<td></td>
<td>Oakdale Dr to South Brookwood Rd</td>
<td>18,000</td>
<td>615</td>
<td>935</td>
</tr>
<tr>
<td></td>
<td>South Brookwood Rd to Crosshaven Dr</td>
<td>18,300</td>
<td>481</td>
<td>942</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Lockley Dr</td>
<td>12,300</td>
<td>316</td>
<td>919</td>
</tr>
<tr>
<td></td>
<td>Lockley Dr to Knollwood Dr</td>
<td>12,500</td>
<td>252</td>
<td>977</td>
</tr>
<tr>
<td></td>
<td>Knollwood Dr to North Woodridge Rd</td>
<td>11,500</td>
<td>924</td>
<td>261</td>
</tr>
<tr>
<td></td>
<td>North Woodridge Rd to US-280</td>
<td>12,400</td>
<td>263</td>
<td>1,661</td>
</tr>
<tr>
<td></td>
<td>Overton Rd to Green Valley Rd</td>
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<td>596</td>
<td>595</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Cahaba Heights Rd</td>
<td>12,300</td>
<td>358</td>
<td>375</td>
</tr>
<tr>
<td></td>
<td>River Run Ln to Overton Rd</td>
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<td>872</td>
</tr>
<tr>
<td>Liberty Parkway</td>
<td>Overton Rd to Overton Access Rd</td>
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<td>1,004</td>
<td>1,829</td>
</tr>
<tr>
<td></td>
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<td>27,500</td>
<td>1,004</td>
<td>1,829</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd</td>
<td>9,400</td>
<td>186</td>
<td>608</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>9,600</td>
<td>254</td>
<td>717</td>
</tr>
<tr>
<td></td>
<td>Dolly Ridge Rd to Knollwood Dr</td>
<td>11,700</td>
<td>762</td>
<td>371</td>
</tr>
<tr>
<td></td>
<td>Sicolor Hollow Rd to Crosshaven Dr</td>
<td>12,800</td>
<td>349</td>
<td>670</td>
</tr>
<tr>
<td></td>
<td>Crosshaven Dr to Dolly Ridge Rd</td>
<td>11,600</td>
<td>308</td>
<td>554</td>
</tr>
<tr>
<td></td>
<td>Dolly Ridge Rd to US-280</td>
<td>8,700</td>
<td>450</td>
<td>484</td>
</tr>
<tr>
<td></td>
<td>Cahaba Heights Rd to US-280</td>
<td>8,700</td>
<td>450</td>
<td>484</td>
</tr>
<tr>
<td></td>
<td>Green Valley Rd to Overton Rd</td>
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<td>56</td>
<td>122</td>
</tr>
</tbody>
</table>
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>
<thead>
<tr>
<th>Table 14</th>
<th>Cost Estimate – Overton Road at South Brookwood Road</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITEM</strong></td>
<td><strong>UNIT</strong></td>
</tr>
<tr>
<td>REMOVALS</td>
<td></td>
</tr>
<tr>
<td>Removal of existing traffic control markings</td>
<td>1,000 ft</td>
</tr>
<tr>
<td>Removal of existing traffic signs</td>
<td>50</td>
</tr>
<tr>
<td>Removal of existing traffic lights</td>
<td>50</td>
</tr>
<tr>
<td>Removal of existing signals</td>
<td>50</td>
</tr>
<tr>
<td>Removal of existing crosswalks</td>
<td>50</td>
</tr>
<tr>
<td>Removal of existing median barriers</td>
<td>50</td>
</tr>
<tr>
<td>Removal of existing drainage improvements</td>
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</tr>
<tr>
<td>Total removal</td>
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<tr>
<td>INSTALLATIONS</td>
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<td>New sidewalk</td>
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<tr>
<td>New curb</td>
<td>100</td>
</tr>
<tr>
<td>ADA compliance</td>
<td>100</td>
</tr>
<tr>
<td>VALVES</td>
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</tr>
<tr>
<td>Steel</td>
<td>100</td>
</tr>
<tr>
<td>Cast iron</td>
<td>100</td>
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<td>Concrete</td>
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</tr>
<tr>
<td>Total</td>
<td>300</td>
</tr>
<tr>
<td>SURFACE IMPROVEMENTS</td>
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</tr>
<tr>
<td>Gravel</td>
<td>100</td>
</tr>
<tr>
<td>Crushed stone</td>
<td>100</td>
</tr>
<tr>
<td>Total</td>
<td>200</td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td></td>
</tr>
</tbody>
</table>

Skipper Consulting, Inc.
Overton Road Corridor Study

Sidewalk - Overton Road From Brier Oak Drive to South Brookwood Road

The Brier 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 Brier Oak Drive/Brier 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 Brier Oak Drive/Brier Oak Circle, and no change in intersection traffic control. All existing crosswalks crossing Overton Road between Liberty Parkway and Crosshavern Drive are located at signalized intersections. Another previous study conducted in 2013 recommended against installing a crosswalk crossing Overton Road at Brier Oak Drive/Brier Oak Circle due to right distance limitations.

The City of Mountain Brook sidewalk master plan includes construction of a sidewalk on Brier Oak Drive and River Oaks Road (except 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 Brier 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 Brier Oak Drive/Brier 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 Brier 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 activate 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.
Figure 20 - Crosswalk - Overton Road at Stoneridge Drive

Overton Road APPLE

January 2020

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

APPENDIX I
### Project Budget

**Project:** Mountain Brook City Hall - Mall Renovation  
**Date:** 5/11/2020  
**Schedule:** 6 weeks

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MINUTE BOOK 91

Lighting Services KSNO Lease Agreement (Governmental)

Customer: City of Mountain Brook
Service Address: SHANNON LANE, BRANNAGH AL 35213

Terms and Conditions (NESC Governing)

1. Lighting Equipment Lease. This Lease Agreement ("Agreement") creates the legal terms and conditions upon which Alabama Power Company ("APC") and City of Mountain Brook ("Owner") have agreed. The Agreement covers the lease of Lighting Equipment to Owner. Owner agrees to lease the Lighting Equipment to Owner for a term of 10 years. The term of the Agreement shall commence upon the date set forth on Page 1 and shall extend until the expiration of the term. The Agreement shall not be assignable or transferable without the written consent of APC. Owner agrees to pay all costs of the Agreement to the extent Owner is entitled to recover such costs from APC.

2. Payment. Owner agrees to pay APC the amount stated in the Agreement. Owner shall pay all costs of the Agreement in accordance with the Agreement. Owner agrees to pay APC all amounts due under the Agreement upon the date specified in the Agreement. Owner agrees to pay all amounts due under the Agreement in accordance with the Agreement. Owner agrees to pay all amounts due under the Agreement in accordance with the Agreement.

3. Equipment. Owner agrees to use the Lighting Equipment in accordance with the Agreement. Owner agrees to use the Lighting Equipment in accordance with the Agreement. Owner agrees to use the Lighting Equipment in accordance with the Agreement. Owner agrees to use the Lighting Equipment in accordance with the Agreement.

4. Breach. In the event of a breach by Owner of any provision of the Agreement, APC shall have the right to terminate the Agreement and remove the Lighting Equipment from the premises. In the event of a breach by Owner of any provision of the Agreement, APC shall have the right to terminate the Agreement and remove the Lighting Equipment from the premises. In the event of a breach by Owner of any provision of the Agreement, APC shall have the right to terminate the Agreement and remove the Lighting Equipment from the premises. In the event of a breach by Owner of any provision of the Agreement, APC shall have the right to terminate the Agreement and remove the Lighting Equipment from the premises.

5. Indemnity. Owner agrees to indemnify and hold harmless APC from and against all claims, losses, damages, costs, and expenses incurred by APC in the performance of the Agreement. Owner agrees to indemnify and hold harmless APC from and against all claims, losses, damages, costs, and expenses incurred by APC in the performance of the Agreement. Owner agrees to indemnify and hold harmless APC from and against all claims, losses, damages, costs, and expenses incurred by APC in the performance of the Agreement. Owner agrees to indemnify and hold harmless APC from and against all claims, losses, damages, costs, and expenses incurred by APC in the performance of the Agreement.

6. Assignment. Owner agrees to not assign the Agreement without the written consent of APC. Owner agrees to not assign the Agreement without the written consent of APC. Owner agrees to not assign the Agreement without the written consent of APC. Owner agrees to not assign the Agreement without the written consent of APC.

APPENDIX 3

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

City of Mountain Brook lease - FW. LIGHT ON SEDEY DRIVE, BETWEEN EATON ROAD AND NO. WOODRIDGE ROAD

Add this to the agenda packet for the street light.

Sam S. Gaston
City Manager
City of Mountain Brook, AL.
85 Church Street
P.O. Box 13009
Mount Olive, AL 35213
(205) 807-3803 Phone
(205) 879-2877 Fax

From: Marsh A. Ammen (mallomasen@charon.fcl.com)
Sent: May 5, 2020, 5:04 PM
To: Sam Gaston
Subject: LIGHT ON SEDEY DRIVE, BETWEEN EATON ROAD AND NO. WOODRIDGE ROAD

Date: May 5, 2020

From: Marsh A. Ammen
3400 Eaton Road
Mount Olive, AL 35223

To: Sam Gaston, Mayor Stewart Welsh 111, Mountain Brook City Council

I am Marsh A. Ammen, and I have lived in my Mountain Brook home since 1969-1971 years. My house is on the corner of Eaton Road and Sedley Drive.

Sedona, where I grew up and have lived in my home since 1969, is a small, quiet neighborhood. I am writing to express my concerns about the street lighting in Sedley Drive.

Some of my neighbors and I are concerned about the street lighting in Sedley Drive. We believe the current lighting system is insufficient and poses a safety hazard. Specifically, the streetlights are too dim, making it difficult for pedestrians and drivers to see clearly.

I am writing to request that the lighting be upgraded to a higher-intensity system. We believe this would improve safety and visibility in the neighborhood. Additionally, I would like to see the placement of the streetlights adjusted to better illuminate the sidewalks and driveways.

Please consider these concerns and take steps to improve the street lighting in Sedley Drive. I believe it is important to ensure the safety and well-being of all residents in our community.

Thank you for your attention to this matter.

[Signature]
Marsh A. Ammen
FW: street light at 3491 no Woodridge rd/Sedley on monday 5/11 agenda

Su Boone <sboonee@minbrook.org>
Thu, May 7, 2020 at 1:21 PM
To: Steve Boone <sboonee@minbrook.org>

For street light agenda item.

Sam S Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130109
Mountain Brook, AL 35213
(205) 802-3523 Phone
(205) 870-3577 Fax

From: Tinty N Thrasher [mailto:nt4554@bellsouth.com]
Sent: Thursday, May 07, 2020 10:39 PM
To: Gaston@minbrook.org
Subject: street light at 3491 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 allot of traffic as well as 2 vacant houses within a 6 house radius. It would do allot 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?

https://mail.google.com/mail/u/0/#inbox/0I58B73eS4klevypDawv19k9dqdh1hRsQy1vXV8E7n7F7r7CooQPlqlQy1U69vO714181... 1/2

FW: Proposed light at Sedley Drive

Su Boone <sboonee@minbrook.org>
Thu, May 7, 2020 at 2:03 PM
To: Steve Boone<sboonee@minbrook.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 130109
Mountain Brook, AL 35213
(205) 802-3523 Phone
(205) 870-3577 Fax

From: Mac Phillips [mailto:maphillips@mparchitects.com]
Sent: Thursday, May 07, 2020 2:13 PM
To: "Sam Gaston"
Subject: Proposed light at Sedley Drive

Mr. Gaston,

My name is Mac Phillips and I live at 3344 Eagan Road in Mountain Brook. I've received the letter from the City of MB, dated April 20, 2020 on the proposed street light on Sedley Drive and have the following response:

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 - So as bright as a standard A-19 that you may install at your house though (as you would expect this to be relatively a light a shed). 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 (heaven for you). This is certainly better than a standard cobalt head, but it's still a utilitarian cobalt head (not something I'd want in front of my house).

Hanks,

Phil Black, P.E.
Senior Principal

JACKSON, RENFRO & ASSOCIATES, INC.
ELECTRICAL ENGINEERING & DESIGN
www.jrare.com

4 attachments

Exhibit 1.jpg
238K

Exhibit 2.jpg
178K
[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

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

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

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

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 1, Appendix 1
Exhibit 2, Appendix 2
Exhibit 3, Appendix 3
Exhibit 4
Exhibit 5

May 11, 2020
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 YEAR 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 at 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

ORDINANCE 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 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.
CONTRACTOR AGREEMENT

Wright Construction Company ("Contractor") enters into 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 undertaking project (the "Project").

   1.1 Name of Project: South Brookwood Sidewalk
   1.2 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/Expiration. 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. Contractor shall not terminate the Agreement without the written consent of the City, unless the City, in its discretion, directs Contractor to do so. Contractor shall not assign its obligations under this Agreement without the prior written consent of City.

5. Contract Price/Invoicing/Retention. Unless otherwise stated in the Special Conditions on Exhibit A or agreed to in a writing signed by the parties, City will pay Contractor the lump sum amount of $31,284.40 as compensation for performing the Work (the "Contract Price"). Upon agreement 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 amounts 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 $56,000.00.

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

   (a) that it will perform its Work in good workmanship and materials in a manner consistent with high standards, workmanship and materials in a manner consistent with high standards, and materials or similar conditions, in accordance with the Schedule provided in the Agreement.
   (b) that it, and all of its employees or any subcontractors (if authorized), will perform the Work in compliance with all laws, rules, and regulations that are applicable to the Project;
   (c) that all work performed under this Agreement will be performed in accordance with all laws, rules, and regulations that are applicable to the Project;
   (d) that the work and all materials and equipment provided to the City will be of good workmanship and materials in a manner consistent with high standards, workmanship and materials in a manner consistent with high standards, and materials or similar conditions, in accordance with the Schedule provided in the Agreement.
   (e) that the Contractor is responsible for the work and all materials and equipment provided to the City will be of good workmanship and materials in a manner consistent with high standards, workmanship and materials in a manner consistent with high standards, and materials or similar conditions, in accordance with the Schedule provided in the Agreement.
   (f) that Contractor is responsible for all work and all materials and equipment provided to the City will be of good workmanship and materials in a manner consistent with high standards, workmanship and materials in a manner consistent with high standards, and materials or similar conditions, in accordance with the Schedule provided in the Agreement.


   (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 lawfully authorized to do business in Alabama and reasonably acceptable to City:

      (i) All Risks Property Insurance: $250,000.00 (the "Policy Limits") for any one occurrence, and $1,000,000.00 (the "Aggregate Policy Limits") for all occurrences.

   (b) Security Deposit. Security deposit in the amount shall be required by Contractor to ensure the faithful performance of the Contractor under this Agreement.

   (c) Hold Harmless. Contractor shall hold harmless City and its agents and employees, officers and directors, and assigns from and against all claims, losses, damages, expenses, costs, or liabilities, including reasonable attorneys' fees for claims or damages caused by or arising out of the Contractor's breach of this Agreement.

8. Performance. The Contractor shall perform all work in a good and workmanlike manner, and in accordance with all laws, regulations, and City requirements.

9. Miscellaneous. This Agreement (inclusive of this Agreement, the City Scope of Work (if any) and the April 20, 2020 Contractor Proposal (collectively, the "Contract Document") 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 this Agreement and any provision(s) of the document in the order below shall control and take precedence: (i) this Agreement; (ii) the City Scope of Work; and (iii) 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 all control or authority with respect to its terms and methods in which Contractor (or any of its employees or representatives) performs the Work.

g. 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 Business-Enterprise Alabama Taxpayer and Citizen Protection Act, §1-31-1, 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, 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 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 and 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 agrees 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 violating federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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: ______________________________________________________
Mayer

Date: 2/1/2020

WIGHT CONSTRUCTION COMPANY

By: ______________________________________________________

Date: ________________________________________________

EXHIBIT A - SPECIFICATIONS

1. Scope of Work:
Contractor will construct a portion of the existing hill between roadway and trail for a new intersection at Hill and work will be performed from site foundation new concrete sidewalks (approx. 700’/linear); new 8” sidewalks and 10” thick; new 400’/linear concrete (includes fiber reinforcement) (Alabama Code 100 gallon) for a slope of less than 8.5% Form/finish new 700’/linear wall on roadedges to follow new concrete (some fill on same side as City). Work areas will be left in neat and orderly conditions. Fingers and other safety control devices will be provided by Contractor during two 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 the Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

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

3. Project Representatives:
City Project Representative:
Steven Galy
3379 East Street
Birmingham, AL 35243
Email: galy@bdnessile.org
Day Tel #: 205-802-3579

Contractor Project Representative:
Landon Ditto
1051 Commerce Blvd.
Pelham, AL 35124
Email: landon@new-birmingham.com
Day Tel #: 205-317-8428

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 those funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant will follow all 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 receipt 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.

Signed for the Applicant:

[Signature]
[Name and Title]
[Date]

Signed for the State:

[Signature]
[Name and Title]
[Date]
AMENDMENT #1 TO RETAINING WALL CONTRACT # C-0200020-521

This Amendment #1 to Retaining Wall Contract #C-0200020-521 ("Amendment #1") is entered between the City of Mountain Brook, Alabama ("City") and Morris Shear Bridge Company ("Contractor") effective as of the last date signed below by either party ("Effective Date").

WHEREAS, on or about July 22, 2020, the City and Contractor previously entered into Contract #C-0200020-521 ("Contract") whereby the Contractor is to construct three retaining walls (the "Walls") in the vicinity of Fields Park in the City of Mountain Brook, Alabama ("Project");

WHEREAS, on or about April 13, 2020, the City Council adopted Resolution 2020-027 approving Amendment #1 to Retaining Wall Contract C-0200020-521 ("Amendment #1") whereby the parties changed the scope of work and certain specifications for the Project, and

WHEREAS, in the Amendment #1 the parties agree to further modify their understanding concerning the respective obligations under the Contract and the specifications needed to complete the Project;

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

1. Wherever, in any provisions of the specifications, plans, drawings or other Contract Documents or in Amendment #1 to the contrary, the understanding, conditions and/or requirements shall apply for the contemplated Project and, where appropriate, supplement, replace, govern, and supersedes 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 change to complete the Project will be increased from the amount of $150,000 to $165,000;

c. Contractor will not use its standard 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 #1, all other terms, conditions and specifications used in the Contract, expressly modified in Amendment #1, are confirmed and shall remain in effect for the duration of the Contract and Project.

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c. Contractor will not use its standard 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 #1, all other terms, conditions and specifications used in the Contract, expressly modified in Amendment #1, are confirmed and shall remain in effect for the duration of the Contract and Project.
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.

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.
Date: May 5, 2020

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Memorial Bench Donation-Canterbury Rd and Culver Rd

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  
COOPERATIVE AGREEMENT RESOLUTION

THIS AGREEMENT entered into this 9th day of May, 2020, by and between the City of Mountain Brook, hereinafter called "the City," and Jefferson County, Alabama, which will be represented by its Department of Community Services & Workforce Development, hereinafter called "the County.

WITNESSETH THAT:

WHEREAS, the Housing and Community Development Act of 1974, as amended makes provisions whereby urban communities may enter into Cooperative 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 Grant (CDBG) Entitlement program, HOME Investment Partnership (HOME), and Emergency Solutions Grant program funds, and specifically, any public and private funds received to carry out the programs.

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 heretofore 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 listed 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 of transfer of property described hereinafore, 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 herewith.

(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 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 handling 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 remaining 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 the program 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

J:\Minutes & Agendas\Council\2020\20200511 Minutes.doc
May 11, 2020
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 therefore 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 period. The parties 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 City or the County 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. Even then, 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.

Attest:

[Signature]

City of Mountain Brook

Attest:

[Signature]

Jefferson County, Alabama

By: Jimmie Stephens, President

Jefferson County Commission

JEFFERSON COUNTY COMMISSION

April 14, 2020

The Honorable Stewart Welch, III, Mayor
City of Mountain Brook
P.O. Box 13009
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 in the Urban County, it is impossible to apply for grants under the State CDBG program while in 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 homeless through emergency shelters, rapid-rehousing 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 Saher, Grant 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 Saher, 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) 323-7381, ext. 190.

Sincerely,

[Signature]

Frederick L. Hamilton

May 11, 2020
MR. GASTON

From: Ronald Vaught <vaught@eremtech.com> on behalf of Ronald Vaught
Sent: Thursday, May 7, 2020 1:38 PM
To: Sam Gaston
Cc: Steve Dooms, Steven Gay, Hunter Johnston
Subject: Fr. Smyr Road cost estimates

Sam,

This is the email from David Marsh that we discussed this morning. While David was pursuing a rough cost estimate, Hunter Johnston (Purchasing Supervisor) and I went on site to take some measurements and look at effect fees and the options.

We could have Dana Construction mill and pave a section (575’ x 18’) where the road is having issues. We would have them to do that mill (6”) to 8”) of the portion of the lane that has been cracking and settling. The entire lane would be mill 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 deep or involved as hot mix but 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 front to bottom is 2,240 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. It’s fairly (less) in a few years we do have some engineered options that could be looked at again. My opinion would be that it is worth trying to mill, pave, and monitor.

Let me know if you have additional questions.

Thats

Ronnie Vaught
Public Works Director
City of Mountain Brook AL
35719 East Street
Birmingham, Alabama 35243
225.582.3063 Office
205.967.6211 Fax
vaught@eremtech.com

--- Forwarded message ---

From: David G. Marsh, P.E. <dmarsh@eremtech.com>
Date: Tue, May 5, 2020 at 4:25 PM
Subject: Smyr Road cost estimates

Smyr Road cost estimates

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Mr. Ronnie Vaught
City of Mountain Brook, Alabama
65 Church Street
Mountain Brook, Alabama 35213

Re: Smyr Road Slope Repair Feasibility

Dear Mr. Vaught,

As you are aware, pavement distress and slope instability are present on Smyr Road behind the Mary’s-Colonial Brookwood Village in Mountain Brook, Alabama. EGS Southeast, LLC (EGS) recently completed a subsurface exploration at the project site, the results of which were transmitted in our Geotechnical Engineering Report titled “Smyr Road Evaluation” (EGS Project Number 301877), dated November 21, 2019. This report provided several methods to repair the downslope 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

EGS evaluated slope stability and the repair options based on subsurface and slope instability present on Smyr Road behind the Mary’s-Colonial Brookwood Village in Mountain Brook, Alabama. EGS SouthEast, LLC (EGS) recently completed a subsurface exploration at the project site, the results of which were transmitted in our Geotechnical Engineering Report titled “Smyr Road Evaluation” (EGS Project Number 301877), dated November 21, 2019. This report provided several methods to repair the downslope 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 Strength Parameters

EGS 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 and experience. Advanced laboratory analysis in-situ testing such as triaxial soil strength testing and field vane shear or pressuremeter testing may demonstrate higher strength values which may provide a more economic repair. The following table summarizes the soil shear strengths used in the analysis.

<table>
<thead>
<tr>
<th>Soil Type</th>
<th>Unit Weight (pcf)</th>
<th>Cohesion (pcf)</th>
<th>Friction Angle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clay (CL)</td>
<td>115</td>
<td>20</td>
<td>22</td>
</tr>
<tr>
<td>Clay (CH)</td>
<td>120</td>
<td>30</td>
<td>22</td>
</tr>
<tr>
<td>Sand (SP)</td>
<td>130</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>Gravel (GP)</td>
<td>160</td>
<td>80</td>
<td>30</td>
</tr>
</tbody>
</table>

Slope Stabilization

EGS developed slope stability models using the computer program Slide by Rocscience to evaluate the stability of the existing roadway and the stabilization options. The overall 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 only, is considered to be on the verge of instability. An embankment with a factor of safety 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 1.2 to 1.5 to account for some 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, EGS 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 features of subsurface soils below the repair; however, the repair will address 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 precast concrete panels set between the piles. Earth or rock anchors are installed near the top of the wall to provide additional lateral stability and reinforcement. At this site, we anticipate the soil nails would extend into the weather rock stratum. This repair method is very common for landslide repair and allows the widening of a roadway with a single system. One major drawback is relatively large equipment is required to install the soil nails and this tends to be a more expensive repair method. Figure 4 shows the conceptual repair option and Figure 5 shows the associated slope stability model and estimated factor of safety of 1.3.

- Option 2: Anchored Soldier Pier 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 reinforcement. At this site, we anticipate the soldier piles would extend into the weather rock stratum. This repair method is very common for landslide 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 the conceptual repair option and Figure 5 shows the associated slope stability model and estimated factor of safety of 1.3.

- Option 3: Soil Nail Skids – This option consists of soil nailing reinforcing the existing soil mass in place without adding the potential slope stability. For this project, we recommend the soil nailing be installed through the overburden soils and into the underlying rock stratum. Where the soil nailing reinforce the soil mass, the slope face is reinforced with
Enter striping facing or can allow vegetation with various erosion control and
reconfinement 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 disbonded pavement. However, this option will be the least expensive of the
three proposed stabilization methods. Figure 6 shows the conceptual layout option and
Figure 7 shows the associated slope stability model and estimated factor of
safety at 1.44.

Scope
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 slope area and surrounding topography will be required.
This survey should include a mapping of exposed rock surfaces above and below the slope area
and should extend into the fill as recommended. Additional soil borings above and below the
roadway should also be performed.  If the slopes above and below the
roadway are not protected by fill, embankment, and dynamic cone penetrometer (DCP) tests can be performed.  Laboratory testing programs including natural moisture contents, shrinkage
limits, and plastic limits should also be performed.  In addition, a geotechnical investigation
by testing such as Triaxial Shear or Oedometer
testing should be performed. Upon completion of the survey, additional subsurface exploration
and laboratory testing programs, foundation recommendations can be provided.

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

Respectfully,

DGS SOUTHEAST, LLP

Ehsed V. Kehoe, Ph.D.
Geotechnical Staff Project Manager
E: kehoe@dgsolutions.com

Marco F. Podiri, P.E.  OQE
Principal Engineer
AL Registration No. 38797
MPodiri@dgsolutions.com

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
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.

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