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

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 6:15 p.m. on the 12th day of October, 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 Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Traffic studies presentations—Richard Caudle of Skipper Consultants (Appendix 1.)

   a. Three-way stop at Brookwood Road and South Brookwood Road

Richard Caudle:
- There are painted crosswalks but no stops signs that often confuses motorists  
- Sight distance (looking left) from South Brookwood Road is inadequate (page 5 of the traffic study report)  
- There have been no reported crashes at the intersection  
- There are fewer than 300 vehicles per hour for any 8-hour period during the day  
- Criteria used to determine the necessity for traffic control measures are located at the bottom of page 6  
- A 3-way stop is recommended at this intersection along with stop sign warning signs for approaching motorists traveling in either direction on Brookwood Road (page 7)

Laura Silsbee of 3340 Brookwood Road (and husband):
- Supports the installation of stop signs at this intersection for safety reasons  
- Views speed to be excessive  
- There are more pedestrians and cyclists traveling this area since the sidewalks were installed  
- Would like to see a street light installed at the intersection too

Caudle:
- At least 50% of the motorists are traveling more than 5 miles per hour above the speed limit

Council member Black:
- Agrees that the crosswalks are confusing
• Views this intersection as very similar to the Westbury intersection where a stop sign has been installed

Caudle:
• There is no power available to install a street light at this intersection without significant cost and coordination with Alabama Power Company

The general consensus of the elected officials was to send out notices to the area residents that the multi-way stop signs will be considered at the October 26, 2020 meeting of the City Council.

b. Four-way stop at Briar Oak Drive and River Bend Road

Caudle:
• Three requests were made for traffic control measures (b-d below)
• There are stop signs on Briar Oak Drive but none River Bend Road
• Sight distances are below standards
• Due to the seriously substandard sight distances, a 4-way stop is recommended (page 7)

Chris Powanda, area resident, expressed his support for this recommendation.

The general consensus of the elected officials was to send out notices to the area residents that the multi-way stop signs will be considered at the October 26, 2020 meeting of the City Council.

c. Three-way stop at Briar Oak Drive and River Oaks Road

Caudle:
• There is no compelling reason for a multi-way stop at this intersection

Richard Epstein [initially] agreed that no stop sign is warranted.

Powanda:
• Disagrees with the recommendation
• While traffic counts do not support the necessity of a multi-way, the street is not designed to be cut-through street and speed is still excessive in a residential neighborhood
• Views the 24-hour traffic study period as insufficient to gather meaningful data
• There will be no one in the area that will complain if stop signs are installed

Epstein expressed his support for the stop sign having not considered the perspective of parents with young children.

Powanda asked what is the downside for installing stop signs at this intersection.

Caudle:
• Generally, traffic engineers avoid recommending stop signs where the traffic study does not find one warranted is avoid training drivers to ignore unwarranted stop signs which could lead them to ignore those that are warranted
• Will not object if the City wishes to follow the recommendation or to install multi-way stops as the neighborhood apparently wants

At the suggestion of Council President Pro Tempore Pritchard, the general consensus of the elected officials was to send out notices to the area residents that the multi-way stop signs will be considered at the October 26, 2020 meeting of the City Council to determine whether there is any opposition.

d. Speed limit on Briar Oak Drive (page 14)
Cudde:
- The current speed limit is 30 miles per hour
- There are a lot speed limit signs indicating that speed has been of concern to the residents for some time
- The 85th percentile speed is less than the posted speed limit and less than 3% of the motorists observed exceed the speed limit by more than 5 miles per hour
- The safe curve speed analysis revealed 2 curves (out of 5) that are problematic (page 14)
- Recommends reducing the speed limit to 20 miles per hour at “curve #2”
- Stop signs generally only slow traffic 50 to 100 feet on either side of the stop sign so the recommendation is unaffected by the expected installation of stop signs on this road

Powanda expressed his appreciation to the Council’s attention and believes the stop signs, if installed, will improve safety in the area.

2. Review of the other matters to be considered at the formal (7 p.m.) meeting.
   a. Also added to the formal meeting agenda was Resolution No. 2020-178, expressing the City’s gratitude to Penny Page for her service on the O’Neal Library Board.

2. ADJOURNMENT

   There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 6:56 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 videoconference on October 12, 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.

   [Signature]
   City Clerk Approved by
   City Council October 26, 2020
Introduction

This report documents a traffic study to determine if a multi-way stop is warranted at the intersection of Browwood Road at South Browwood Road in the City of Mountain Brook. Currently, the intersection is a "T" intersection controlled by a stop sign on South Browwood Road. The intersection is somewhat unique, in that there is a pedestrian crosswalk crossing Browwood Road on the south side of the intersection, and 2 white stop lines are present on both approaches of Browwood Road for the crosswalk, even though there are no stop signs on Browwood Road.

The posted speed limit on Browwood Road is 30 miles per hour. The posted speed limit on South Browwood Road is 30 miles per hour.

Intersection Turning Movement Traffic Count

An intersection turning movement traffic count was performed at the intersection of Browwood Road at South Browwood Road on Thursday, August 19, 2020 from 7:00 to 10:00 a.m., 2:30 to 5:30 p.m., and 7:00 to 9:00 p.m., by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The intersection turning movement traffic count data is included in Appendix A. The peak hour turning movement traffic counts are shown in Figure 1.

Intersection Capacity Analysis

Existing peak hour intersection capacity analyses were performed for the intersection of Browwood Road at South Browwood Road using the method of analysis as presented in the 2015 Highway Capacity Manual, published by the Transportation Research Board. Capacities are expressed as levels of service, and range from a level of service "A" (highest quality of service) to a level of service "F" (jammed condition). As a general rule, operation at a level of service "C" or better is desirable, with a level of service "D" considered acceptable during peak hours of traffic flow. The results of the intersection capacity analyses are discussed in Appendix B and are summarized in Table 1. As shown in Table 1, the South Browwood Road approach operates at a level of service "B" for all peak hours analyzed. The Browwood Road approaches operate at a level of service "A".

Skipper Consulting, Inc. September 29, 2020

Table 1. Existing Intersection Capacity Analysis

<table>
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<th>Approach</th>
<th>Level of Service</th>
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<td>Browwood Rd</td>
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<td>Northbound</td>
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<td>Southbound</td>
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<td>Left-Right</td>
<td>B</td>
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<tr>
<td>Through-Right</td>
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<td>Left-Through</td>
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Machine Traffic Counts

Machine traffic counts were performed on each leg of the intersection of Browwood Road at South Browwood Road for a twenty-four (24) hour period on Tuesday to Wednesday, August 18 to 19, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The machine traffic count data is included in Appendix C. The hourly traffic count data is summarized in Table 2.

Skipper Consulting, Inc. September 29, 2020

Table 2. Machine Traffic Counts

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<th>Hour</th>
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<td>12 AM</td>
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Speed Surveys

Speed surveys were performed for a twenty-four (24) hour period on each leg of the intersection of Browwood Road at South Browwood Road and South Browwood Road on Tuesday to Wednesday, August 18 to 19, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The results of the speed surveys are included in Appendix D and are summarized in Table 3. Of particular note:

- the speed surveys found that the 85th percentile speed on both Browwood Road and South Browwood Road are 7-10 miles per hour greater than posted speed limits on these roadways
- On Browwood Road, 50% of the vehicles are exceeding the speed limit by more than 5 miles per hour, and 12%-14% are exceeding the posted speed limit by more than 10 miles per hour

Skipper Consulting, Inc. September 29, 2020

Table 3. Speed Survey Results

<table>
<thead>
<tr>
<th>Vehicle Count</th>
<th>S-Browood Rd</th>
<th>Browwood Rd</th>
<th>Southbound</th>
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<tbody>
<tr>
<td>Speed</td>
<td>17 mph</td>
<td>20 mph</td>
<td>25 mph</td>
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<tr>
<td>Average Speed</td>
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<tr>
<td>85th Percentile Speed</td>
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<td>50 mph</td>
</tr>
<tr>
<td>Maximum Speed</td>
<td>65 mph</td>
<td>65 mph</td>
<td>65 mph</td>
</tr>
<tr>
<td>Vehicles over 30 mph</td>
<td>100 (95%)</td>
<td>100 (95%)</td>
<td>100 (95%)</td>
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<tr>
<td>Vehicles over 35 mph</td>
<td>90 (90%)</td>
<td>90 (90%)</td>
<td>90 (90%)</td>
</tr>
<tr>
<td>Vehicles over 40 mph</td>
<td>80 (80%)</td>
<td>80 (80%)</td>
<td>80 (80%)</td>
</tr>
</tbody>
</table>

Right Distance

The minimum criteria for intersection sight distance for traffic entering Browwood Road from South Browwood Road was determined based on information in the ADTG A Policy on the Geometric Design of Highways and Streets. The minimum criteria are based on the 85th percentile speed of traffic on Browwood Road, which is 40 miles per hour. The minimum intersection sight distance criteria are as follows:

- Making a left turn - 445 feet
- Making a right turn - 305 feet

Intersection sight distance was measured in the field. The available intersection sight distance is displayed in Figure 2. Pictures of the sight distance are also provided on the following page. The measured sight distance looking to the left indicates that minimum criteria are met and exceeded by over 200 feet. However, looking to the right, sight distance is limited due to high objects, including stoplights, trees, and surrounding topography.
The data and analysis presented in this report show that neither the crash history criteria nor traffic volume criteria are currently met at the intersection of Brookwood Road at South Brookwood Road.

Considering the four (A-D) engineering judgment criteria, it is the opinion that neither A (the need to control left turn conflicts) nor B (the need to control vehicle/pedestrian conflicts) is sufficient justification for the installation of a multi-way stop at the intersection.

Regarding criteria C (the inability to see conflicting traffic) where the street is shown that sight distance analysis to the left from both Brookwood Road at the stop sign for Brookwood Road is not clear, such that the measurement only exceeds minimum criteria by 20 feet. Mitigation of the sight distance restriction would be difficult.

Regarding criteria D (intersection of two residential collector roadways of similar character). It is the opinion of the engineer that the intersection of Brookwood Road at South Brookwood Road does in fact constitute an intersection which meets this criteria. Traffic volumes indicate that Brookwood Road carries more traffic than South Brookwood Road (1,400 to 1,700 vehicles per day as compared to 1,400 vehicles per day). However, the traffic volumes clearly indicate that South Brookwood Road is more than a single residential side street.

Recommendations

Based on the engineering judgment related to intersection sight distance criteria (criteria C above) and the character of the two roadways (criteria D above), the engineer recommends that the City install a multi-way stop at the intersection of Brookwood Road at South Brookwood Road.

Specific actions to accomplish this recommendation are as follows:

1. Remove the two existing pedestrian crossing signs on Brookwood Road at the intersection of South Brookwood Road.

2. Install two R3-1 "STOP" signs with R3-3F "ALL WAY" placards in place of the two pedestrian crossing warning signs on Brookwood Road.

3. Install a R3-3F "ALL WAY" placard below the existing "STOP" sign on South Brookwood Road.

4. Install two W3-1 "STOP AHEAD" warning signs on Brookwood Road in advance of the intersection of South Brookwood Road. The signs should be a minimum of 120 feet in advance of the "STOP" signs. Approximate sign locations are indicated in Figure 3.

Crash History

Five (5) years of crash history for the intersection of Brookwood Road at South Brookwood Road were provided by the Mountain Brook Police Department. Two crashes were reported during this time period.

Crash history (2012) occurred at the intersection of 3374 Brookwood Road, which is immediately south of the intersection of South Brookwood Road. A driver of vehicle exiting the driveway of 3374 Brookwood Road struck a vehicle approaching from the south on Brookwood Road. No injuries or fatalities were reported.

The second reported crash (2018) occurred on South Brookwood Road at the intersection of Brookwood Road. A driver stopped at the stop sign backed into a vehicle located behind him as he attempted to allow room for an overtaking turning vehicle. No injuries or fatalities were reported.

The review of crash information shows that neither crash would have been mitigated if a multi-way stop were installed at the intersection of Brookwood Road at South Brookwood Road.

Multi-Way Stop Warrant Analysis

The 2009 Manual on Uniform Traffic Control Devices, Section 28.27, establishes minimum criteria for consideration of a multi-way stop sign installation. The criteria include the following:

- Crash history criteria
- Traffic volume criteria
- Engineering judgment criteria

The applicable sections from the MUTCD are copied below:

The following criteria should be considered in the engineering study for a multi-way stop sign installation:

A. When total roundabout signals are installed, the roundabout stop is an advance measure that can be justified by the overall control traffic while arrangements are being made for the installation of the single roundabout signal.

B. Fix or later reported means in a 12-month period that are acceptable for operation by a multi-way stop installation. Such crashes include right-turn and left-turn crashes as well as right-angle collisions.

C. Minimum volume,

1. The vehicular volume entering the intersection from the major street approaches total of both approaches or average at least 200 vehicles per hour for any 6 hours of an average day and

2. The combined axial, pedestrian, and bicycle volume entering the intersection from the minor street approaches total at least 200 vehicles per hour for the same 6 hours, with an average delay to minor street vehicular traffic of at least 5 seconds per vehicle during the highest hour.

If the 70 percent approach speed rate of the major street traffic exceeds 50 mph, the minimum vehicular volume criteria are 62 percent of the volume permitted in items 1 and 2.

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a new or altered roadway is being extended onto a conflicting traffic and is not able to be segregated by the intersection layout resulting from traffic that is also required to stop and

D. Intersections of two residential collector roadways of similar character, or where the engineer determines that a multi-way stop would improve the operational characteristics of the intersection.
### MINUTE BOOK 91

#### HCM 2010 TWSC

**1: Brookwood Rd & S Brookwood Rd**

<table>
<thead>
<tr>
<th>Traffic Volume (veh/h)</th>
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<tr>
<td>Future Vol. (veh/h)</td>
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<tr>
<td>Conflicting Peds, n/a</td>
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<td>n/a</td>
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<td>Sign Control</td>
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<td>Peak Hour Factor</td>
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### Appendix C

#### Machine Traffic Counts

**Brookwood Rd at S Brookwood Rd**

<table>
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<th>Traffic Volume (veh/h)</th>
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### Appendix D

#### Speed Surveys

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<th>Count</th>
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#### Traffic Volume Summary

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MINUTE BOOK 91

TRAFFIC DATA, LLC
1409 Tunkham Lane, Birmingham, AL 35216
205-624-0123

Appendix D

Speed Surveys

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#### Traffic Volume Summary

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MINUTE BOOK 91

TRAFFIC DATA, LLC
1409 Tunkham Lane, Birmingham, AL 35216
205-624-0123

Appendix D

Speed Surveys

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#### Traffic Volume Summary

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2. [Bottom right corner of page]
### Traffic Data

**Traffic Data, LLC**  
1409 Tunnah Lane, Birmingham, AL 35216  
205-624-0125

**Locations:**  
- 5 BROOKWOOD RD and of 5 BROOKWOOD RD  
- 5 BROOKWOOD RD north of 5 BROOKWOOD RD  
- MOUNTAIN BROOK, AL  
- MOUNTAIN BROOK, AL

**Date:**  
5/22/2020  
Tuesday

#### 4 Hour Speed Counted Channels

<table>
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<th>Time</th>
<th>8-12</th>
<th>12-16</th>
<th>16-20</th>
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<th>24-28</th>
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<td>05:00</td>
<td>10</td>
<td>5</td>
<td>2</td>
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<td>1</td>
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</tbody>
</table>

#### 10 mph Pace Speed

<table>
<thead>
<tr>
<th>Percentile Speeds (mph)</th>
<th>10 %</th>
<th>15 %</th>
<th>25 %</th>
<th>35 %</th>
<th>45 %</th>
<th>50 %</th>
<th>60 %</th>
<th>70 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 mph Pace Speed</td>
<td>25.6</td>
<td>29.9</td>
<td>33.2</td>
<td>36.5</td>
<td>40.8</td>
<td>44.1</td>
<td>47.3</td>
<td>50.6</td>
</tr>
</tbody>
</table>

#### Average Speed

- 35 mph
- 40 mph
- 45 mph
- 50 mph
- 55 mph
- 60 mph
- 65 mph
- 70 mph

#### Miscellaneous

- Minutes: 102
- Minutes: 102

---

**Traffic Study**

**Brier Oak Drive**  
Mountain Brook, Alabama

**Prepared by:**  
Skinner Consulting Inc.

**Prepared for:**  
The City of Mountain Brook

**Prepared by:**  
Brier Oak Drive Traffic Study

**Prepared for:**  
Brier Oak Drive

---

**APPENDIX 1**
SECTION I
FOUR-WAY STOP EVALUATION
BRIAR OAK DRIVE AT RIVER BEND ROAD

Introduction

This report section documents a traffic study to determine if a multi-way stop is warranted at the intersection of Briar Oak Drive at River Bend Road in the City of Mountain Brook. The location of the intersection is shown in Figure 1. Currently, the intersection is a four-way intersection controlled by stop signs on Briar Oak Drive. The posted speed limit on Briar Oak Drive is 10 miles per hour. The posted speed limit on River Bend Road is 30 miles per hour.

![Site Location Map - Briar Oak Drive at River Bend Road](image)

Figure 1. Site Location Map - Briar Oak Drive at River Bend Road

Intersection Turning Movement Traffic Count

An intersection turning movement traffic count was performed at the intersection of Briar Oak Drive at River Bend Road on Wednesday, September 23, 2020 from 7:00 to 9:00 a.m., 3:30 to 5:30 p.m., and 4:00 to 6:00 p.m. by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The intersection turning movement traffic count data is included in Appendix A. The peak hour turning movement traffic counts are shown in Figure 2.

![Intersection Traffic Count](image)

Figure 2. Intersection Traffic Count

Machine Traffic Counts

Machine traffic counts were performed on each leg of the intersection of Briar Oak Drive at River Bend Road for a twenty-four (24) hour period on Tuesday to Wednesday, September 22 to 23, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The machine traffic count data is included in Appendix C. The hourly traffic count data is summarized in Table 3.

Speed Survey

Speed surveys were performed for a twenty-four (24) hour period on each leg of the intersection of Briar Oak Drive at River Bend Road on Tuesday to Wednesday, September 22 to 23, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The results of the speed surveys are included in Appendix D and are summarized in Table 4. Of particular note:

- the speed surveys found that the 85th percentile speed on each leg of Briar Oak Drive at River Bend Road is equal to or less than the posted speed limit on these roadways
- 30% or less of all vehicles are exceeding the posted speed limit by more than 5 miles per hour

<table>
<thead>
<tr>
<th>Briar Oak Drive</th>
<th>River Bend Road</th>
<th>West of River Bend Rd</th>
<th>East of River Bend Rd</th>
<th>South of Briar Oak Dr</th>
<th>North of Briar Oak Dr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Count</td>
<td>149</td>
<td>225</td>
<td>413</td>
<td>237</td>
<td>237</td>
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<tr>
<td>Minimum Speed</td>
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<td>7 mph</td>
<td>8 mph</td>
<td>5 mph</td>
<td>5 mph</td>
</tr>
<tr>
<td>Average Speed</td>
<td>28 mph</td>
<td>23 mph</td>
<td>25 mph</td>
<td>33 mph</td>
<td>33 mph</td>
</tr>
<tr>
<td>85th Percentile Speed</td>
<td>30 mph</td>
<td>29 mph</td>
<td>25 mph</td>
<td>33 mph</td>
<td></td>
</tr>
<tr>
<td>Maximum Speed</td>
<td>38 mph</td>
<td>39 mph</td>
<td>38 mph</td>
<td>37 mph</td>
<td>35 mph</td>
</tr>
<tr>
<td>Vehicles over 30 mph</td>
<td>26 (17%)</td>
<td>20 (10%)</td>
<td>47 (10%)</td>
<td>3 (5%)</td>
<td></td>
</tr>
<tr>
<td>Vehicles over 25 mph</td>
<td>6 (5%)</td>
<td>6 (1%)</td>
<td>4 (1%)</td>
<td>0 (0%)</td>
<td></td>
</tr>
</tbody>
</table>

Table 3. Speed Survey Results

<table>
<thead>
<tr>
<th>Briar Oak Drive</th>
<th>River Bend Road</th>
<th>Left Through-Right</th>
<th>Left Through-Right</th>
<th>Left Through-Right</th>
<th>Left Through-Right</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briar Oak Dr Eastbound</td>
<td>Through-Right</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>Briar Oak Dr Westbound</td>
<td>Through-Right</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>River Bend Rd Northbound</td>
<td>Through-Right</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>River Bend Rd Southbound</td>
<td>Through-Right</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

Table 1. Existing Intersection Capacity Analysis

APPENDIX I
Sight Distance

The minimum criteria for intersection sight distance for traffic attempting to enter or cross River Bend Road from both directions of travel on Briar Oak Drive was determined based on information in the AASHTO A Policy on Geometric Design of Highways and Streets. The minimum criteria are based on the 85th percentile speed of traffic on River Bend Road, which is 30 miles per hour. The minimum intersection sight distance criteria are as follows:

- Making a left turn – 315 feet
- Making a right turn – 190 feet
- Crossing – 290 feet

Intersection sight distance was measured in the field. The available intersection sight distance is displayed in Figure 3.

The measured sight distance looking to right and left from Briar Oak Drive eastbound indicates that minimum criteria are met and exceeded. However, for Briar Oak Drive westbound sight distance is restricted looking to both the right and left, such that the minimum criteria for making any movement is significantly less than the minimum requirement.

![Figure 3: Intersection Sight Distance](image)

Traffic History

Five (5) years of crash history for the intersection of Briar Oak Drive at River Bend Road were provided by the Mountain Brook Police Department. There were no crashes reported at the intersection during this time period.

Skinner Consulting, Inc.  
September 30, 2020  
Page 5

Recommendations

Based on the engineering judgment related to intersection sight distance criteria cited above, the engineer recommends that the City install a multi-way stop at the intersection of Briar Oak Drive at River Bend Road.

Specific actions to accomplish such recommendation are as follows:

1. Install two 11.1” STOP signs with R1-3P “ALL WAY” placards on River Bend Road

2. Install two R1-3P “ALL WAY” placards below the existing “STOP” signs on Briar Oak Drive

3. Install one W3-1 “STOP AHEAD” warning sign on River Bend Road northbound in advance of the intersection of Briar Oak Drive. The signs should be a minimum of 100 feet in advance of the “STOP” sign.

Multi-Way Stop Warrant Analysis

The 2009 Manual on Uniform Traffic Control Devices, Section 28.07, establishes minimum criteria for consideration of a multi-way stop sign installation. The criteria include the following:

- Crash history criteria
- Traffic volume criteria
- Engineering judgment criteria

The applicable sections from the MUTCD are copied below:

The following criteria should be considered in the engineering analysis for a multi-way STOP sign installation:

A. Where stop control signs are justified, the multi-way stop is an interim measure that can be installed quickly to control right-of-way vehicle volumes that are being made for the installation of the single-pedestrian signal.

B. The types of vehicles used under the 12-month period that are acceptable to control by a multi-way stop installation. Such vehicles include right and left turn vehicles as well as right-angle collisions.

C. Minimum volume:

1. The minimum volume entering the intersection from the major street approaches (toll of both approaches) averages at least 250 vehicles per hour for the base 8 hours, with an average daily traffic volume exceeding 150 vehicles per hour during the highest 8 hours.

2. The combined vehicle, pedestrian, and bicycle volume entering the intersection from the minor street approaches shall be 100 vehicles per hour or less for a maximum of three lanes, with a maximum of 50 vehicles per hour for the base 8 hours.

D. If the 85th percentile approach speed of the major street traffic exceeds all other: The minimum volume volume requires an analysis of the volume provided in criteria B and C.

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts.

B. The need to control vehicles/pedestrian conflict at the intersection.

C. The location where a small, busy, after stopping, cause severe conflicting traffic and is not able to maintain the intersection stalls conflicting cross traffic is also recommended to stop.

D. An intersection of two residential neighborhood settings (highways) with a similar design and operating characteristics where a multi-way stop control would improve traffic operational characteristics of the intersection.

The data and analysis presented in this report show that the crash history criteria meet the traffic volume criteria are currently met at the intersection of Briar Oak Drive at River Bend Road.

Considering the four (4) engineering judgment criteria, it is the opinion of the engineer that either A (the need to control left turn conflicts), nor B (the need to control vehicles/pedestrian conflict), nor D (intersection of two residential collectors roads of similar character) are sufficient justifications for the installation of a multi-way stop at the intersection.

Regarding criteria C, the inability to see conflicting traffic, this study has shown that sight distance looking to the left and right from Briar Oak Drive westbound at the stop sign for River Bend Road is severely limited, and is sufficient justification for installation of a four-way stop at the intersection.

Skinner Consulting, Inc.  
September 30, 2020  
Page 6

SECTION 3: THREE-WAY STOP EVALUATION

BRIAR OAK DRIVE AT RIVER OAKS ROAD

Introduction

This report section documents a traffic study to determine if a multi-way stop is warranted at the intersection of Briar Oak Drive at River Oaks Road in the City of Mountain Brook. The location of the intersection is shown in Figure 4. Currently, the intersection is a three-way intersection controlled by a stop sign on River Oaks Road. The posted speed limit on Briar Oak Drive is 30 miles per hour. The prime offer speed limit on River Oaks Road is 30 miles per hour.

![Figure 4: Site Location Map - Briar Oak Drive at River Oaks Road](image)

Intersection Turning Movement Traffic Count

An intersection turning movement traffic count was performed at the intersection of Briar Oak Drive at River Oaks Road on Wednesday, September 23, 2020 from 7:00 to 9:00 a.m., 3:00 to 5:00 p.m., and 7:00 to 9:00 p.m. by Traffic Data, LLC on behalf of Skinner Consulting, Inc. The intersection turning movement traffic count data is included in Appendix A. The peak-hour turning movement traffic counts are shown in Figure 5.

Skinner Consulting, Inc.  
September 30, 2020  
Page 7
Machine Traffic Counts

Machine traffic counts were performed on each leg of the intersection of Brier Oak Drive at River Oaks Road for a twenty-four (24) hour period on Tuesday to Wednesday, September 22 to 23, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The machine traffic count data is included in Appendix C. The hourly traffic count data is summarized in Table 3.

Speed Survey

Speed surveys were performed for a twenty-four (24) hour period on each leg of the intersection of Brier Oak Drive at River Oaks Road on Tuesday to Wednesday, September 22 to 23, 2020 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The results of the speed surveys are included in Appendix D and are summarized in Table 6. Of particular note:

- The speed surveys found that the 85th percentile speed of traffic on both Brier Oak Drive and River Oaks Road are equal to or less than posted speed limit on these roadways.
- 3% or less of all vehicles are exceeding the posted speed limit by more than 5 miles per hour.

### Table 6. Speed Survey Results

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Vehicle Count</th>
<th>Minimum Speed</th>
<th>Average Speed</th>
<th>Maximum Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brier Oak Dr</td>
<td>205</td>
<td>7 mph</td>
<td>19 mph</td>
<td>27 mph</td>
</tr>
<tr>
<td>River Oaks Rd</td>
<td>205</td>
<td>6 mph</td>
<td>18 mph</td>
<td>28 mph</td>
</tr>
<tr>
<td></td>
<td>Left-Through</td>
<td>7 mph</td>
<td>19 mph</td>
<td>27 mph</td>
</tr>
<tr>
<td></td>
<td>Through-Night</td>
<td>8 mph</td>
<td>20 mph</td>
<td>28 mph</td>
</tr>
<tr>
<td></td>
<td>Right-Through</td>
<td>8 mph</td>
<td>20 mph</td>
<td>28 mph</td>
</tr>
</tbody>
</table>

### Sight Distance

The minimum criteria for intersection sight distance for traffic attempting to enter Brier Oak Drive from River Oaks Road was determined based on information in the AASHO Policy on the Geometric Design of Highways and Streets. The minimum criteria are based on the 85th percentile speed of traffic on Brier Oak Drive, which is 10 miles per hour. The minimum intersection sight distance criteria are as follows:

- Making a left turn – 335 feet
- Making a right turn – 200 feet

Intersection sight distance was measured in the field. The available intersection sight distance is displayed in Figure 6.

The measured sight distance looking to right and left from River Oaks Road indicates that minimum criteria are met and exceeded.

### Crash History

Five (5) years of crash history for the intersection of Brier Oak Drive at River Oaks Road were provided by the Mountain Brook Police Department. There were no crashes reported at the intersection during this time period.
Multi-Way Stop Warrant Analysis

The 2009 Manual on Uniform Traffic Control Devices, Section 28.67, establishes minimum criteria for consideration of a multi-way stop sign installation. The criteria include the following:

- Crash History criteria
- Traffic volume criteria
- Engineering judgement criteria

The applicable sections from the MUTCD are copied below:

The following criteria should be considered in the engineering study for a multi-way stop sign installation:

A. When traffic control signals are justified, the multi-way stop sign can be intersected because the traffic control signals can be inundated quickly to control traffic while arrangements for installing the traffic control signal.

B. Free of minor incidents: a 12-month period that are not excessive to intersections by multi-way stop signals. Each crashes include right turns and left turns collisions as well as right-angle collisions.

C. Minimum volume:

1. The intersection volume, excluding the intersection from the major street approach (all of both approaches average at least 129 vehicles per hour for 50% of the hours of an average day; and

2. The combined crosswalk, pedestrian, and bicycle volume entering the intersection from the minor street approaches (all of both approaches average at least 200 vehicles per hour for the same 5 hours, with an average delay at minor street vehicle traffic of at least 10 seconds per vehicle during the highest hour; but

3. If the 55th percentile approach speed of the major street traffic exceeds 40 mph, the minimum intersection volume criteria are 70 percent of the values provided in items 1 and 2.

Other criteria that may be considered in an engineering study include:

A. The need to control left turns;

B. The need to control vehicles/vehicle conflicts near locations that generate high intersection volumes;

C. Locations where a road way, after re-signing, cannot be conflict traffic and is not able to negotiate the intersection unless conflicting cross traffic is also expected to stop; and

D. An intersection of two signals neighborhood volume through moves of existing design and operating characteristics where multi-way stop control would improve traffic operation characteristics of the intersection.

The data and analysis presented in this report show that neither the crash history criteria nor traffic volume criteria are currently met at the intersection of Briar Oak Drive at River Oaks Road.

Considering the four (4) engineering judgment criteria, it is the opinion of the engineer that the intersection of Briar Oak Drive at River Oaks Road meets none of the criteria for justifications for the installation of a multi-way stop at the intersection.

Recommendations

The engineer recommends that the city take no action regarding the installation of a multi-way stop at the intersection of Briar Oak Drive at River Oaks Road.

---

Speed Surveys

Speed surveys were performed for a twenty-four (24) hour period at three locations on Briar Oak Drive on Tuesday to Wednesday, September 22 to 23, 2020 by Traffic Data, LLC on behalf of Slipper Consulting, Inc. The results of the speed surveys are included in Appendix D and are summarized in Table 7. Of particular note:

- the speed surveys found that the 85th percentile speed of traffic on Briar Oak Drive are equal to or less than posted speed limit on the roadway
- 3% or less of all vehicles are exceeding the posted speed limit by more than 5 miles per hour

Table 6. Speed Survey Results

<table>
<thead>
<tr>
<th></th>
<th>West of River Oaks Rd</th>
<th>East of River Oaks Rd</th>
<th>East of River Oaks Rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Count</td>
<td>149</td>
<td>205</td>
<td>134</td>
</tr>
<tr>
<td>Minimum Speed</td>
<td>6 mph</td>
<td>7 mph</td>
<td>6 mph</td>
</tr>
<tr>
<td>Average Speed</td>
<td>24 mph</td>
<td>23 mph</td>
<td>29 mph</td>
</tr>
<tr>
<td>85th Percentile Speed</td>
<td>30 mph</td>
<td>28 mph</td>
<td>24 mph</td>
</tr>
<tr>
<td>Maximum Speed</td>
<td>38 mph</td>
<td>39 mph</td>
<td>37 mph</td>
</tr>
<tr>
<td>Vehicles over 30 mph</td>
<td>28 (17%)</td>
<td>20 (10%)</td>
<td>15 (%)</td>
</tr>
<tr>
<td>Vehicles over 55 mph</td>
<td>5 (3%)</td>
<td>6 (3%)</td>
<td>1 (2%)</td>
</tr>
</tbody>
</table>

Safe Curve Speed Analysis

Sliper Consulting, Inc. performed a curve study on Briar Oak Drive. The roadway was driven at the posted speed limit, and a ball-bank indicator was used to measure the degree of curve on the curves of the roadway.

Safety criteria for curves as follows:

<table>
<thead>
<tr>
<th>Speed</th>
<th>Maximum Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 mph or less</td>
<td>18%</td>
</tr>
<tr>
<td>25 mph</td>
<td>14%</td>
</tr>
<tr>
<td>30 mph</td>
<td>19%</td>
</tr>
<tr>
<td>35 mph</td>
<td>17%</td>
</tr>
</tbody>
</table>

There are five significant curves on Briar Oak Drive which registered on the ball-bank indicator. The location of the two curves is shown in Figure 8.

---

MINUTE BOOK 91

SECTION 3

SPEED LIMIT EVALUATION

BIJAR OAK DRIVE

Introduction

This report section documents an analysis to determine the appropriate posted speed limit for Briar Oak Drive in the City of Mountain Brook.

Existing Speed Limit

The existing posted speed limit on Briar Oak Drive is 30 miles per hour. The locations of existing mile per hour speed limit signs are shown in Figure 7.

Figure 7. Speed Limit Sign Locations - Briar Oak Drive

---

Sliper Consulting, Inc. September 30, 2020

APPENDIX 1

Figure 6. Curve Locations

The ball-bank measurements for the five curves were as follows:

<table>
<thead>
<tr>
<th>Curve</th>
<th>Eastbound</th>
<th>Westbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curve #1</td>
<td>14°</td>
<td>14°</td>
</tr>
<tr>
<td>Curve #2</td>
<td>18°</td>
<td>10°</td>
</tr>
<tr>
<td>Curve #3</td>
<td>14°</td>
<td>10°</td>
</tr>
<tr>
<td>Curve #4</td>
<td>16°</td>
<td>16°</td>
</tr>
<tr>
<td>Curve #5</td>
<td>17°</td>
<td>19°</td>
</tr>
</tbody>
</table>

As shown, there are two curves which have a ball-bank indicator reading of greater than 14 degrees, which are curve #2 and curve #3. Curve #5 is approaching the dead end, so it is not of concern. Curve #2 should have a pavement treatment applied, which is discussed in the "Recommendations".

Crash History

Five (5) years of crash history for Briar Oak Drive were provided by the Mountain Brook Police Department. There were two reported crashes reported during this time period.

The first crash (7/21/2014) was caused by a vehicle backing a vehicle from 3911 Briar Oak Drive into a vehicle parked on Briar Oak Drive.

The second crash (7/17/2018) was attributed to a medical condition causing a driver to cross the centerline of Briar Oak Drive and strike a vehicle parked on Briar Oak Drive near the dead end of Briar Oak Drive. Speed was not cited as a contributing circumstance to this crash.

Sliper Consulting, Inc. September 30, 2020
Recommendations

Based on the results of the analysis presented in this report, the recommendation of the engineer is that
no change be made to the posted speed limit on Brier Oak Drive. The study shows that the average speed
of driven is currently less than 35 miles per hour, and that the 85th percentile travel speed is equal to or
less than the posted speed limit of 30 miles per hour. Furthermore, traffic volumes are extremely low on
Brier Oak Drive, even for a residential roadway. There is no crash history which indicates the need for a
change in the posted speed limit.

The study does indicate that one curve on Brier Oak Drive should receive treatment due to the ball-bank
indicator reading being in excess of a safe level for 30 miles per hour. It is recommended that the City post
two W-2-2 curve warning signs with W13-1P 20 MPH placards at locations approximately as shown in
Figure B.

Appendix A

Intersection Turning Movement Traffic Counts
### Appendix B

**Intersection Capacity Analysis Worksheets**

<table>
<thead>
<tr>
<th>Lane Configuration</th>
<th>Traffic Veh/veh</th>
<th>Veh Veh/veh</th>
<th>On-Ramping Per veh/thr</th>
<th>Veh Control</th>
<th>Type</th>
<th>Peak Hour Flow</th>
<th>Peak Hour Delay</th>
<th>Peak Hour Delay/veh</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>442.8</td>
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**HCM 2010 TWSC**

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## MINUTE BOOK 91

### 3: River Bend Rd & Brier Oak Dr

#### 09/30/2020

### HCM 2010 TWSC

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## HCM 2010 TWSC

### 3: Brier Oak Dr & River Oaks Rd

#### 09/30/2020

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## APPENDIX

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October 12, 2020
Appendix C

Machine Traffic Counts
<table>
<thead>
<tr>
<th>Time</th>
<th>8-10 AM</th>
<th>10-12 PM</th>
<th>12-2 PM</th>
<th>2-4 PM</th>
<th>4-6 PM</th>
<th>6-8 PM</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Speed 20</td>
<td>10</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>80</td>
</tr>
<tr>
<td>Speed 40</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>40</td>
<td>120</td>
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<tr>
<td>Speed 60</td>
<td>20</td>
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<td>30</td>
<td>35</td>
<td>40</td>
<td>45</td>
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<tr>
<td>Speed 80</td>
<td>25</td>
<td>30</td>
<td>35</td>
<td>40</td>
<td>45</td>
<td>50</td>
<td>175</td>
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</table>

**24 Hour Speed Summary**

- **Total Speeds:** 550
- **Percentiles:** 70%

**Safety Speed:** 25 mph

**Other Data:**
- **Average Speed:** 30 mph
- **Minimum Speed:** 10 mph
- **Maximum Speed:** 50 mph

---

**TRAFFIC DATA, LLC**

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

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**MINUTE BOOK 91**

October 12, 2020

APPENDIX 1
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 12, 2020

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

The City Council of the City of Mountain Brook, Alabama and Board of Directors of the Mountain Brook Emergency Communications District met by way of Internet video conference at 7:00 p.m. on the 12th day of October, 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 Carl Johnson, 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. PRESENTATION

Library Director Lindsay Gardner read aloud Resolution No. 2020-178 (Exhibit 12) expressing the City’s gratitude to Penny Page for her service on the O’Neal Library Board.

2. CONSENT AGENDA

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

Approval of the minutes of the September 28, 2020, regular meeting of the City Council

2020-167 Authorize the execution of a service agreement between the City and All In Mountain Brook Exhibit 1, Appendix 1
2020-168 Authorize the execution of a service agreement between the City and Mountain Brook Chamber of Commerce Exhibit 2, Appendix 2
2020-169 Authorize the execution of a service agreement between the City and Birmingham Zoo Exhibit 3, Appendix 3
2020-170 Authorize the execution of a service agreement between the City and Birmingham Botanical Society Exhibit 4, Appendix 4
2020-171 Authorize the execution of a service agreement between the City and Jefferson Blount St. Clair Mental Health Authority Exhibit 5, Appendix 5
2020-172 Authorize the execution of a service agreement between the City and Prescott House

2020-173 Accept the professional services proposal submitted by Skipper Consulting, Inc. for a traffic study and potential traffic control device design for the crosswalk crossing Montevallo Road west of Canterbury Road and design of a pedestrian-actuated flashing beacon for the crosswalk crossing Overbrook Road at Pine Crest Road

2020-174 Authorize the execution of the engagement letter for the financial and compliance audit of the City as of and for the year ended September 30, 2020

2020-175 Accept the professional services proposal submitted by Fontenot Benefits & Actuarial Consulting for their valuation of the City's retiree medical benefit plan as required every two year by GASB 75 and assist in the development of the required financial disclosures of the fiscal years ending September 30, 2020 and 2021

2020-176 Ratify the acceptance of the professional services proposal submitted by Segal Consulting for actuarial consultation services

2020-177 Declare certain property surplus and authorizing its sale at public Internet auction (or disposal of items not sold at said auction)

2020-178 Resolution expressing gratitude to Penny Page for her service on the O'Neal Library Board

2020-179 Authorize the installation of a fire hydrant to serve the Overton Village Townhomes the cost of installation to be paid by the developer

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

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-167 through 2020-179) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.
3. PUBLIC COMMENTS

Council member Black:
- Will not be present at the next meeting due to a business conflict
- It has been an incredible honor to serve with everyone over the past four years
- Has enjoyed working with Sam, Janet, Steve, Lindsay, Ronnie, and Shanda
- The City is blessed to have such a dedicated staff who put the City first
- The Mayor has been so enthusiastic, set the bar so high and has been great to watch you work
- Chief Cook and Chief Mullins are appreciated more than you will ever know. The City is in good hands under your respective leadership.
- Alice has been so patient and a real source of strength
- In spite of the reputation of CPAs, Lloyd has a terrific personality. Lloyd has taught me a lot and the City is in good hands with you and Steve. You do such great and essential work for the City.
- It would be hard to overstate the kind of leadership Virginia represents. Any important thing that happens in the City has your hand prints on it. Has sat through many contentious meetings but through Virginia’s calmness and fairness we have made it through the meetings and you are such an inspiration.
- Billy has taken me under your wings and has done so much for me personally and on the Council. You seem to be everywhere that business is taking place in the City.
- Hopes all of you continue to serve the City and it is amazing the type of work you have done and I have really enjoyed it.

4. ANNOUNCEMENT

The next regular meeting of the City Council is October 26, 2020, at 7:00 p.m. (means and location to be announced).

4. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business or matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving good name and character and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney then certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith announced that the motion carried by a vote of 5—0 then adjourned the meeting at approximately 7:05 p.m.
5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet videoconference on October 12, 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.

Steven Boone
City Clerk Approved by
City Council October 26, 2020

EXHIBIT 1

RESOLUTION NO. 2020-167

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-168

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to minor changes as may be determined appropriate by the City Attorney.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2020-169

WHEREAS, the Birmingham Zoo ("Zoo") is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook ("City"); and

WHEREAS, the Zoo serves the Mountain Brook community and its citizens through educational and informational programs, offering educational and family entertainment options, and through its cooperation in the City's recent flood control efforts; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo's commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City's financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement are deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2020-170

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2020-171

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson–Blount–St. Clair Mental Health Authority, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2020-172

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Prescott House subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 6
BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a professional services agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, for a traffic study and potential traffic control device design for the crosswalk crossing Montevallo west of Canterbury Road and for a pedestrian-actuated flashing beacon for the crosswalk crossing Overbrook Road at Pine Crest Road.

APPENDIX 7

EXHIBIT 8

RESOLUTION NO. 2020-174

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, for and on behalf of the City Council, the audit engagement letter, in the form attached hereto as Exhibit A, with respect to the City’s annual independent financial audit.

APPENDIX 8
EXHIBIT 9

RESOLUTION NO. 2020-175

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Fontenot Benefits & Actuarial Consulting (Exhibit A attached hereto) for their actuarial valuation of the City's retiree medical benefit plan as required [every two years] by GASB Statement 75 and assist in the development of the required financial disclosures for the fiscal years ending September 30, 2020 and 2021.

APPENDIX 9

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EXHIBIT 10

RESOLUTION NO. 2020-176

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the acceptance of the professional services proposal submitted by Segal Consulting (Exhibit A attached hereto) for actuarial consultation services.

APPENDIX 10

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EXHIBIT 11

RESOLUTION NO. 2020-177

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Five (5) office chairs with arms and casters

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 11

-------------
RESOLUTION NO. 2020-178

WHEREAS, Virginia “Penny” White Page has served on the O’Neal Library Board since 2010; and

WHEREAS, Penny Page served as President of the O’Neal Library Board in 2018—2019; and

WHEREAS, Penny Page exemplified commitment to the O’Neal Library and to providing exceptional library services to Mountain Brook; and

WHEREAS, Penny Page generously shared her love of gardening to enhance the beautiful grounds of the O’Neal Library; and

WHEREAS, Penny Page personally signed more than 12,000 solicitation letters to potential donors; and

WHEREAS, Penny Page was unfailingly kind and gracious to her colleagues, Library staff, patrons, and City leaders; and now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that, on behalf of the residents of the City of Mountain Brook, the City Council does hereby proclaim and express its deep and abiding gratitude and special appreciation to Virginia “Penny” Page for her meaningful guidance and devoted service to the City of Mountain Brook.

RESOLUTION NO. 2020-179

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install one fire hydrant to service the Overton Village Townhomes, at the following location:

   Overton Village Townhomes, 4004 Fairhaven Drive, 35223

2. That Overton Partners, LLC will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.

3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge the City additional rental charges for said fire hydrant to serve the Overton Village Townhomes area.

4. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.
MINUTE BOOK 91

STATE OF ALABAMA  
COUNTY OF JEFFERSON  

CONTRACT AGREEMENT

This Agreement is entered into on the 12th day of October, 2020, by and between the City of Mountain Brook (hereinafter referred to as "City") and All In Mountain Brook (hereinafter referred to as "Contractor").

WHEREAS, the City of Mountain Brook is an organization which has as its goal the promotion of public health, safety, morals, security, prosperity, comfort and the general welfare of the community;

WHEREAS, All In Mountain Brook is an organization which has as its goal the promotion of public health, safety, morals, security, prosperity, comfort and the general welfare of the City of Mountain Brook—specifically, the enhancement and protection of the lives of Mountain Brook youth;

WHEREAS, the City Council and the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing services and resources to residents of the City of Mountain Brook which are designed to combat laws and problems that place the lives and well-being of Mountain Brook youth at risk;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of $10,000.00 (Ten Thousand and 00/100 Dollars) (hereinafter referred to as the "Contract Amount") for performing the services herein provided for the period beginning October 1, 2020, through September 30, 2021.

2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that the Contractor shall be totally responsible for, and shall have exclusive control over, the management and disbursement of the Contract Amount, and that the Contract Amount shall be used only for the purposes herein described.

a. To undertake All In Mountain Brook parent and student educational programming, targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speaker, activities, services, materials, and communications designed to combat laws and problems that place the lives and well-being of Mountain Brook youth at risk.

b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.

c. Contractor anticipates the following disbursement of the contract amount:

(1) approximately $7,000 for parent and community programs
(2) approximately $3,000 for student programs

d. Contractor agrees to provide any and all personnel, supplies, and/or equipment necessary for the services herein to be provided.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ___ day of __________, 2020.

CITY OF MOUNTAIN BROOK, A Municipal Corporation
BY: ____________________________
Mayor, City of Mountain Brook

WITNESS:

BY: ____________________________

ALL IN MOUNTAIN BROOK
BY: ____________________________
Its Authorized Agent
Print name: Dale Wisley
Title: Executive Director, All In Mountain Brook

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

I, ____________________________, a notary public in and for said County in said State, hereby certify that Dale Wisley whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, etc., as each officer and with full authority executed the same voluntarily far and as the act of said corporation.

Given under my hand this ___ day of __________, 2020.

__________________________________________
NOTARY PUBLIC
My Commission Expires: ____________________________
MINUTE BOOK 91

EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation ("Chamber"). City and Chamber hereby agree as follows:

1. This Agreement shall be in effect for a period of two years (October 1, 2020 through September 30, 2022).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed to have guaranteed, joined, or otherwise incurred in the name of the Chamber, in connection with or for the benefit of Chamber, or if any of Chamber's debts or obligations shall be paid by City other than by express agreement in writing between City and Chamber or other written agreement that does not have the effect of making City liable for such debts or obligations.
3. Chamber, in the performance of its functions and service to the community, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber's expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included in the City's annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the causal or incidental, or for the matter to which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of $123,233.00 each year from October 1, 2020 through September 30, 2021 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

<table>
<thead>
<tr>
<th>installment Due Date or Event</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2021</td>
<td>39,308.75</td>
</tr>
<tr>
<td>September 1, 2021</td>
<td>39,308.75</td>
</tr>
<tr>
<td>or at October 1, 2020 and after the fiscal 2021 budget is approved by the City</td>
<td>39,308.75</td>
</tr>
</tbody>
</table>

or otherwise contact Chamber, but would otherwise have to sell upon City for the services and information described in the above items.

(i) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating and planning meetings, conferences, exhibits, press releases, and other activities involving City, and its officials;

(ii) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;

(iii) assist businesses in conjunction with the City Council and assist new and expanding businesses, industries and individuals moving to the area, and through management and staffing of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.

In addition to the foregoing services to be provided by Chamber to City:

(a) The Chamber shall solicit and secure funds from various sources, including the City where such funds shall be used toward the cost of advertising.

(b) Chamber shall assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved projects for any of the villages or commercial areas of the City, to be determined by the City, such as, but not limited to, advertising, public relations, or any other promotional projects.

(c) Chamber shall use its best good faith efforts to sell advertisements for the Mountain Brook Explores, City's quarterly newsletter. The gross receipts ("Take-home") from the sale of such advertisements shall be divided equally between City and Chamber. Chamber shall pay City its share of the receipts on the fifteenth day of each month following the end of each calendar quarter (April 15, July 15, October 15 and January 15) for advertisements sold during such calendar quarter.

(d) Chamber will conduct a yearly membership drive.

(e) Chamber shall continue to aggressively promote, market and administer the Village Gold Card Program along with developing, marketing and administering other phases of the Village Gold Program.

(f) Chamber shall continue to develop its web technology as one of the necessary methods of reaching the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

(g) Chamber will continue to develop and maintain its website and monthly newsletter to inform the community of the Chamber and the City of Mountain Brook.

IN WITNESS WHEREOF, City of Mountain Brook has executed this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has executed this Agreement to be executed by its duly authorized President or designee.

ATTEND:

CITY OF MOUNTAIN BROOK

By: _____________________________

Mayor

Date of execution: November 12, 2021

MOUNTAIN BROOK CHAMBER OF COMMERCE

By: _____________________________

President

Date of execution: November 12, 2021
MINUTE BOOK 91

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 12th day of October 2020 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook") a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo") an Alabama non-profit corporation.

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City's opinion, will be helpful and instructive to said students; and

WHEREAS, such programs, exhibits, and learning experiences are not available at Mountain Brook City Schools; and

WHEREAS, the Zoo has agreed to work cooperatively with and assist the City with future public works projects; and

WHEREAS, the City has agreed to pay the Zoo the sum of Ten Thousand Dollars ($10,000.00), in consideration of the Zoo providing the City with services referenced to in this Agreement.

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

1. The City shall pay to the Zoo Ten Thousand Dollars ($10,000.00) within sixty (60) days of execution of the agreement and receipt of the Zoo's annual report for the fiscal year ended September 30, 2020.

2. In consideration of the payment of the funds as provided hereinabove, the Zoo shall provide at least the following services to the City ("Services") in the best judgment of the executive director of the Zoo based upon the health and welfare of all parties due to COVID-19, and the guidelines for public safety issued by Jefferson County:

a. The Zoo will provide educational resources for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for no less than two (2) years from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admissions program.

b. The Zoo will provide to Mountain Brook City Schools a series of educational programs and classes targeting elementary, middle, and high school students free. The Zoo will provide an educational program for each school in the Mountain Brook City Schools system free of charge for one (1) year from the date of the execution of this Agreement. These programs may include virtual programs, field trip programs, or outreach programs targeting elementary, middle, and high school students.

c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.

3. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and no agents of the Zoo or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or their persons, firms, or corporations conducting business for or on behalf of the Zoo, be deemed to be agents or employees of the City.

4. The Zoo shall indemnify the City, its agents, employers, and elected officials and hold them harmless from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, injury, loss and court costs, which may be incurred against, or suffered by the City or its agents and employees arising out of, or in connection with (a) the performance or attempted performance by the Zoo or its agents or employees of the Zoo's obligations under this Agreement; and (b) any claim that the payments described herein were improperly paid by the City to the Zoo.

5. The Zoo agrees to employ accounting procedures which are appropriate to the type of operation conducted by the Zoo and which are customary in similar operations. All financial records and other documents pertaining to this Agreement shall be maintained by the Zoo for a period of three (3) years after the expiration or termination of this Agreement. The City shall have full access to, and the right to examine any of such financial records and other documents at reasonable times during the term of this Agreement and during said three-year period. The Zoo agrees that upon request from the City, the Zoo will submit to an examination with payments, audits by the Alabama Department of Public Examiners or other auditing procedures requested by the City.

6. If the Zoo fails to comply with the provisions of this Agreement, such failure shall constitute a default under this Agreement and, unless cured by the Zoo within sixty (60) days following receipt of written notice from the City of such default, shall be deemed a breach of this Agreement and the City shall have a right to terminate this Agreement by giving the Zoo written notice thereof and the City shall be entitled to make any additional payments to the Zoo. Such termination of this Agreement by the City shall not relieve the Zoo of any of its obligations or liabilities to the City under the provisions of paragraphs 1, 2, and 3 of this Agreement, whether such obligations or liabilities occur or arise before or after the termination of this Agreement.

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, both of the 12th day of October 2020.

CITY OF MOUNTAIN BROOK

Stewart Welch III, Mayor, City of Mountain Brook

Signed:

[Signature]

Name/Title:

[Title]

BIRMINGHAM ZOO, INC.

Cindy Falgout, Chief Executive Officer, Birmingham Zoo, Inc.

Signed:

[Signature]

Name/Title:

[Title]
CONTRACT FOR SERVICES
Fiscal Year 2021

This contract for services ("Contract") is entered into by and between City of Mt. Brook, an Alabama Municipal Corporation ("City"), and the Birmingham Botanical Garden, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school systems; and

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits, and learning laboratories are not available in the Mt. Brook school systems; and

Whereas, City has agreed to pay Contractor the sum of one thousand dollars ($1,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to Contractor the sum of one thousand dollars ($1,000.00), upon execution of this contract for services for one year from date of execution and receipt of the Association's annual report for the fiscal year ended September 30, 2020.

2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City: ("Services")

a. Contractor will continue to provide city students with a variety of free science curriculum based field trips. The trained docents provide activities which are based on the Alabama Course of Study: Science

b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation

c. Field trips are for students in grades Kindergarten (K) through High School, inclusive

d. During the following field trips are available during the following months:

3. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and

4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (i) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this contract; and (ii) any claim that the Contract Funds were improperly paid by City to Contractor.

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

6. If Contractor fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have the right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any further obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:

a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
STATE OF ALABAMA
COUNTY OF JEFFERSON

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on the day of 2020, by and between the City of Mountain Brook (hereinafter referred to as "City") and the Jefferson - Blount - St. Clair Mental Health Authority (hereinafter referred to as "Contractor").

WHEREAS, citizens of the State of Alabama are entitled to receive the public health, safety, morals, security, prosperity, contentment and the general welfare of the community;

WHEREAS, Jefferson - Blount - St. Clair Mental Health Authority, an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare of the City of Mountain Brook;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing mental health services to residents of the City of Mountain Brook;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/00 ($2,100.00) Dollars, for the services herein provided for the period beginning October 1, 2020 through September 30, 2021.

2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement for all monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

a. Provide relief for persons who are in need of crisis stabilization for uninsured mentally ill persons;
b. Provide consultation and case management services to mentally ill persons;
c. Provide housing and treatment services for mentally ill persons;
d. Provide in-home therapy for at-risk youth who are in danger of being removed from their homes;
e. Provide case management to access housing and other supports to avoid unnecessary admissions to state hospitals;
f. Provide social work assistance to families;
g. Contractor agrees to provide all personnel, supplies, equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places necessary for the examination of funds granted herein.

4. The Contractor shall not transfer or assign this contract or any part or any of the rights

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of 2020.

CITY OF MOUNTAIN BROOK,
A Municipal Corporation

[Signature]
Mayor, City of Mountain Brook

WITNESSED:

By: [Signature]

APPENDIX 5
CONTRACT FOR SERVICES

Prescott House Child Advocacy Center hereby proposes to provide services to the City of Mountain Brook Police Department in the form of forensic interviews, counseling, team reviews, court preparation, and court accompaniment in all reported cases alleging child abuse, child sexual abuse, and children who have witnessed violent crime.

Prescott House proposes to provide said services, and additional related services as the case may require for FY2021, October 1, 2020 through September 30, 2021.

The City of Mountain Brook agrees to compensate Prescott House Child Advocacy Center for said services in the amount of five thousand dollars ($5,000.00) to be paid during the period stated above.

Maribeth Thomas, M.A., LPC Director

10/05/2020
Date signed

On behalf of the City of Mountain Brook, AL

Date signed
PROFESSIONAL SERVICES AGREEMENT

Below:
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and Skipper Consulting, Inc. ("Consultant"), doing business at 3545 Vann Road, Suite 130, Birmingham, Alabama 35233.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic study and potential traffic control device design for the crosswalk crossing Mountain Brook Road immediately west of Centerbury Road and traffic control device design for a pedestrian-activated flashing beacon for the crosswalk along Overbrook Road at Pine Crest Road, all in the City of Mountain Brook (the "Project" or "Project(s)"),

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

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

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

STATEMENT OF WORK SET FORTH ON EXHIBIT "A"

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

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

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

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

3. COMPENSATION BILLING PAYMENT: Skipper Consulting inc. will conduct and perform the work and services outlined in Exhibit "A" for the fixed price (exclusive of expenses) for a fixed fee in the following amount:

Exhibit A: Mountain Brook at Centerbury Road Crosswalk
Traffic Control Device Design - Mountain Brook at Centerbury
Planning Warning Beacon Design - Overbrook at Pine Crest

Total: $10,000.00

4. STANDARD TERMS AND CONDITIONS

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

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

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

The Consultant agrees to furnish and otherwise maintain the services related to the work of this Client.

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

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

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

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

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

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms as to which the cause of such failure shall consist due to events beyond a party's reasonable control, and, but not limited to the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, incursions, raids, governmental action, expropriation, floods, or any other cause not within the reasonable control of either party.

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

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

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

The parties agree that this Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

PROFESSIONAL SERVICES AGREEMENT

MOUNTAIN BROOK ROAD AND OVERLOOK ROAD CROSSTOWN

MOUNTAIN BROOK, ALABAMA

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms as to which the cause of such failure shall consist due to events beyond a party's reasonable control, and, but not limited to the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, incursions, raids, governmental action, expropriation, floods, or any other cause not within the reasonable control of either party.

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

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

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

The Client shall be the sole owner of all project data and information; the Consultant shall be authorized to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: By:

Printed Name: Printed Name:

DATE: September 29, 2020

October 12, 2020
ADDITION TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (Mountainside Road/Canterbury Road and Overbrook Road/Pine Crest Road Corridors)

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

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of the Addendum and the Agreement, the terms and conditions of the Addendum shall prevail.

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

A. "the City" refers to includes the City of Mountain Brook, Alabama, and its commission departments, boards, and agencies. The City may also be referred to in the Agreement as the "Client."

B. The (the) agreement refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City to the Contractor.

C. The Contractor refers to the person, firm, or other legal entity that enters into the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City or to a formal contract, as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referred to in the Agreement as the "Contractor.

2. Dispute Resolution. If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"); the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the Parties are unable to successfully resolve any Dispute at that level, each agrees to consult that matter to an officer, manager, or senior officer for consideration by the lead contractor and the other party's lead representative. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. Attorney’s Fees; Costs; Litigation Expenses. The City shall not be liable for attorney’s fees, costs, or expenses, litigation, or legal changes provided to the City shall be considered a defense in any matter than thirty (30) days after receipt of a written notice of and an invoice set forth by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

4. Loss Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, fees or other charges levied by the Contractor on any delinquent bill for goods, materials, or services, and all bills rendered to the City shall be considered delinquent if any matter than thirty (30) days after delivery of a written notice of and an invoice.

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

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

7. Construction of Ambiguity. Nothing in this Amended Agreement is to be construed to require or impose any duty or liability on the City to require or impose or require or restrict or restrict or require any right or remedy that is available to the City against the Contractor or any other person, firm, or legal entity under the principal Agreement or as a matter of law.

8. Independent Contractor-Consultant’s responsibility. To the extent of this Agreement and for services not herein, the Contractor shall maintain the following insurance with a company(ies) hereafter authorized to do business in the location of the Project in amounts acceptable to the City.

9. Contractor’s Insurance Requirements. For the duration of this Agreement and for services not herein, the Contractor shall maintain the following insurance with a company(ies) hereafter authorized to do business in the location of the Project in amount acceptable to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, its agents, employees, and officers (collectively hereinafter referred to as " semanas") from and against all demands, actions, suits, damage, judgment, expenses (excluding but not limited to attorney’s fees, expert fees, court costs, and other litigation costs), losses, damages, and liabilities (including those for bodily injury, sickness, illness, or death, or to injury, destruction or loss of use of tangible property, or other consequential "Claims") in actions made against the City by any third parties (excluding any employee, agent, or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, or work on the Project described in the Agreement its failure to perform its obligations in the Agreement.

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

Printed Name: Darrell H. Skipper, P.E.
Printed Name: Darrell H. Skipper, P.E.
Title: President
Title: President
Date: September 28, 2020
Date: September 28, 2020
City of Huntsville
October 3, 2005
Page 7

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without regard to any conflict of law rules or principles. Any action or proceeding arising from or relating to this agreement shall be brought in a state or federal court having jurisdiction in Calhoun County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and waives any defense to venue and jurisdiction including forum non conveniens.

Release of Claims

The parties agree that there shall be a severance of liabilities from the delivery of the service or termination of the contract for the fulfillment of any obligation for additional, breach, or prevailing party in this agreement. If such a claim is filed more than once, or the additional period of time having been determined to be reasonable, the prevailing party in any such proceeding or actions shall be entitled to recover reasonable costs and expenses, including attorneys' fees and expenses, incurred in connection with such proceeding or actions.

Insurance of Liabilities

Each party shall obtain and maintain adequate insurance to cover all claims and losses that may result from the performance of its obligations under this agreement, including but not limited to, liability insurance for personal injury, property damage, professional liability, and workers' compensation. The insurance shall be obtained from carriers rated A-1 by the National Association of Insurance Commissioners and shall be evidenced by endorsement or certificate of insurance.

APPENDIX 8

MINUTE BOOK 91

870

October 12, 2020
September 30, 2020

Steven Boone
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

Re: Government Accounting Standards Board (GASB)
    Statements 75 Calculations on Other Postemployment Benefits (OPEB)

I am writing this engagement letter for providing the necessary actuarial calculations as required by the published GASB 75.

This engagement would involve the following steps:

1. Preparation of a written actuarial valuation report setting forth results of the calculations and the information required by GASB Statement 75.
2. Assist in the development of the required financial statement reports and assumptions required by GASB 75 for two years.
3. Complete an actuarial review of assumptions.

Our annual professional fee for this engagement will be $3,000 for the GASB 75 valuation and footnotes for September 30, 2020 and 2021.

ACCEPTANCE:

The terms and conditions for this engagement letter correctly state the scope of work to be performed and are accepted by us.

Accepted By:  
Title

Date:

Louisiana  448 Julia Street, Suite 301 New Orleans, LA 70130
Alabama  One Perimeter Park South, Suite 100N  Birmingham, AL 35243
Florida  495 Grand Boulevard, Suite 206  Miramar Beach, FL 32550
Mailing P.O. Box 6765  Metairie, LA 70009  Email ScottF@FBACLLC.com

October 12, 2020
October 6, 2020

Mr. Steve Boone
Assistant City Manager/
Finance Director
Mountain Brook, Alabama

Re: Consulting Services Contract

Dear Steve:

We look forward to working with you. This letter will serve as our consulting services agreement. Our services will be:

1. Review the documents you provided

2. Be prepared to address questions your compensation committee may have concerning whether or not to provide Tier 2 employees with Tier 1 benefits, with a special focus on the long-term stability of the Plan.

3. Participate in a Zoom call with the committee.

We will bill for our services at our hourly time charge rates not to exceed $5,000. My billing rate is $500 an hour. Other Segal staff as needed range from $280 to $400 an hour. I anticipate that most (if not all) of this project will be my work since this is a high-level review. I anticipate approximately 5-7 hours for prep and review and about 2 hours participating in a group discussion. If this Agreement reflects our mutual understanding, please return one original signed by you (email is preferred), as indicated in the space provided below.

We look forward to working with you on this project.

Sincerely yours,

Segal

By: [Signature]

Name: Leon F. (Rocky) Joyner, Jr. FCA, ASA, MAAA, EA
Title: Senior Vice President and Actuary

ACCEPTED AND AGREED BY Mountain Brook, Alabama

By: [Signature]

Date: 10/6/2020

Name: Steve Boone
Title: Assistant City Manager and Finance Director