MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 22, 2021

[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 5:45 p.m. on the 22nd day of February, 2021. 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
          Lloyd C. Shelton
          Alice B. Womack
          Stewart Welch III, Mayor

Absent: Gerald A. Garner

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

1. AGENDA

1. Lane Parke Update—John Evans

   • It is contemplated that building permits will be pulled next week
   • Hoar crews should be on site this week
   • Except for one tenant which is on the formal meeting agenda, all pre-leasing obligations have been satisfied
   • Construction should start around March 1st and will last approximately 14 months
   • The first phase (70,000 square feet) is completely leased with the most recent tenant ("X4", fitness services) to commence operations around the end of May
   • Phase 2 is approximately 50,000 square feet

Mary Beyer with the leasing consultant

   • Views the fitness and salon (if approved) tenants as complimentary to the other offerings and expects them to generate increased activity and interest in the overall development

2. Traffic study for Oakdale/Bethune to determine feasibility of adding a turn arrow—Richard Caudle of Skipper Consultants and Mary Ellen DeBardeleben (Resolution No. 2021-028 was added to the formal meeting agenda.)

DeBardeleben:

   • This matter came up previously in January 2020 at which time a one-day traffic study conducted in 2016 was discussed. The discussion led to a timing adjustment of the traffic signal.
   • It came up again in November 2020 which led to another observation by the traffic consultant that revealed the traffic queue was much worse than observed in 2016. The Council declined to take any action as the high school was providing a security guard to manually control the light during peak periods.
   • It came up again in January 2021 but no action was taken.
• Ms. DeBardelebe solicited comments from affected residents and identified 27 others who were in favor or studying the intersection
• The guard controls the light but not the flow of traffic
• At times, motorists are unable to turn from Oakdale left into the campus even with assistance from the guard controlling the light
• This is not only an issue about traffic flow but also safety
• The requested traffic study will cost about $2,500

Caudle:
• The problem is not isolated to Oakdale Drive but also Bethune Drive
• The last observation showed a queue on Oakdale of approximately 2,000 feet and on Bethune of 1,500 feet
• There are other turn arrows in the City where there is no turn lane, however, in those instances there was only queuing on one of the approaching streets
• This study is needed to be certain that whatever is done to improve conditions along Oakdale does not worsen the condition of Bethune
• The study will involve about 30 minutes of traffic counts, preparing a computer simulation and modeling alternatives to see their effects
• If the traffic study is approved tonight, the results and a recommendation should be ready for Council review on or before the next meeting
• Other questions that need to be addressed is what modifications can be made within the existing traffic controller cabinet and possible signal head modifications

3. Custom Police phone app—Chief Cook (Resolution No. 2021-029 was added to the formal meeting agenda.)

Cook:
• This customized app will allow the Police Department to better push information out information to those persons who install the app and do not block notifications
• The Police Department is currently using Facebook, Twitter and now Instagram
• The cost will be just below $10,000 which can be covered within the current budget
• There will be ongoing maintenance costs needed for the developers to maintain app functionality as the mobile telephone service provider’s upgrade their operating systems

4. Conditional Use application for a nail salon in Lane Parke, Phase 2 at 330 Rele Street—Dana Hazen (Resolution No. 2021-030 was added to the formal meeting agenda.)

Mary Beyer (30:20):
• The proposed tenant is Base Coat on Fifth
• The social media reviews shown are very favorable
• The interior finishes are upscale, pretty and nothing else like it is offered in the over-the-mountain area
• It is expected that this salon will become a destination and lead to spill over shopping
• This development is considered an high-end development
• When marketing to prospective, high-end businesses, having tenants like Base Coat of Fifth is viewed as a positive as it attracts women to the development who are viewed by prospective tenants as most likely to shop adjoining spaces

Sam Heidi:
• In September 2020, Walker prepared a shared parking analysis
• The 2020 parking study included the projected tenant mix
• The parking study indicated that there are 1,001 available parking spaces
• During the December peak demand season, there 64 excess parking spaces available (capacity during the rest of the year is greater than 64 spaces)
• The proposed tenant will be 1,500 square feet with 20 chairs
• The September 2020 parking study was updated to incorporate Base Coat on Fifth. The new tenant is projected to increase demand weekdays by 31 spaces and weekends by 24 spaces still leaving excess parking capacity.
• With the nail salon, it is projected there will be excess parking spaces of 33 on weekdays and 40 on weekends in Lane Parke
• The landlord can require all tenants to require their employees to park outside the retail area
• The salon is slated to be in space D5 next to the bank
• The development maintains an aggressive parking control plan and a dedicated property manager to oversee it

Dana Hazen:
• The developers’ [parking] numbers are somewhat different that the City’s but the conclusions are consistent
• There is a surplus of parking for the entire project even during peak seasons
• If Base Coat on Fifth leaves the development, unless their successor salon occupies the same space with 20 chairs, the conditional use and parking study will have to be approved by the City Council
• There are provisions in the Code for the successor a tenant to be approved administratively. However, if there are any questions about the application, the conditional use (and updated parking study) will come before the Council for approval.

Jim Corbett, parking consultant:
• The boutique salon demands fewer parking spaces that other types of salons

5. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

The being no further topics for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a real estate matter and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive session pursuant to Alabama Law. The motion was seconded by Council member Womack. 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
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that motion passed by a vote of 4—0 and then adjourned the pre-meeting at approximately 6:40 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 February 22, 2021, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council March 8, 2021

J:\Minutes & Agendas\Council\2021\20210222 Minutes.doc February 22, 2021
[This page is blank intentionally.]
The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7:00 p.m. on the 22nd day of February, 2021. 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 
Lloyd C. Shelton 
Alice B. Womack 
Stewart Welch III, Mayor

Absent: 
Gerald A. Garner

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

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

1. 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 February 8, 2021, regular meeting of the City Council

2021-023 Designate City Manager Sam Gaston as the City’s Principal Executive Officer and “Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and Compliance System (AEPACS) 
Exhibit 1, Appendix 1

2021-024 Authorize the execution of a professional services agreement between the City and Skipper Consulting for their provision of traffic engineering services to a traffic control device designed for the pedestrian-actuated flashing beacon for the crosswalk crossing Church Street at West Jackson Boulevard
Exhibit 2, Appendix 2

2021-025 Authorize the execution of a contractor agreement for the replacement/modification of the interior glass curtain in the O’Neal Library atrium
Exhibit 3, Appendix 3

2021-027 Amend/clarify the City’s holiday leave policy (and Employee Handbook) 
Exhibit 4
2021-028 Authorize the execution of a professional service agreement between the City and Skipper Consulting, Inc., for their provision of traffic consulting services for the intersection of Bethune Drive at Oakdale 

Exhibit 5, Appendix 4

2021-029 Authorize the purchase and configuration of a social media application for the police department of the City 

Exhibit 6, Appendix 5

2021-030 Approve the conditional use application submitted by Evson, Inc., for a nail salon at 330 Rele Street in accordance with the parking analysis dated January 20, 2021 by Walker Parking Consultants 

Exhibit 7, Appendix 6

Thereupon, the foregoing minutes and resolutions (Nos. 2021-023 through 2021-025 and 2021-027 through 2021-030) were introduced by Council President Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2021-023 through 2021-025 and 2021-027 through 2021-030) were adopted by a vote of 4—0 that and as evidence thereof she signed the same.

2. ANNOUNCEMENT: MAYORAL [RE]APPOINTMENT (NO. 2021-026) TO THE PLANNING COMMISSION

Mayor Welch announced that he has reappointed Luther Barner ("Barney") Lanier to serve on the Planning Commission to serve without compensation through March 9, 2027.

3. CONSIDERATION OF AN ORDINANCE AMENDING THE CITY’S SMALL CELL REGULATIONS (ORDINANCE NO. 1948 ADOPTED ON JANUARY 11, 2016 (EXHIBIT 8, APPENDIX 7)

Council President Smith introduced the ordinance in writing and announced that tonight will be the first reading of the ordinance. There being no further comments or discussion, President Smith moved on to the next business matter.

4. CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO FEES ASSOCIATED WITH SMALL CELL ANTENNA INSTALLATIONS (EXHIBIT 9)

Council President Smith introduced the ordinance in writing and announced that tonight will be the first reading of the ordinance. There being no further comments or discussion, President Smith moved on to the announcements.
5. ANNOUNCEMENT

The next regular meeting of the City Council is scheduled for March 8, 2021; at 7:00 p.m. with a pre-
meeting beforehand (time means to be announced).

ADJOURNMENT

There being no further business or other matters for discussion, Council President Smith adjourned the
meeting at approximately 7:05 p.m.

7. 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 February 22, 2021, and that the meeting was duly called and held in all respects in
accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council March 8, 2021

EXHIBIT 1

RESOLUTION NO. 2021-023

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City
Council hereby designates City Manager Sam Gaston as the City’s Principal Executive Officer and
“Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and
Compliance System (AEPACS).

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2021-024

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City
Council hereby ratifies the execution of a professional service agreement between the City and Skipper
Consulting, Inc., in the form as attached hereto as Exhibit A, for their provision of traffic engineering services
to a traffic control device designed for the pedestrian-actuated flashing beacon for the crosswalk crossing
Church Street at West Jackson Boulevard.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2021-025

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City
Council hereby authorizes the execution of a contractor agreement between the City and Rives Construction, in
the form as attached hereto as Exhibit A, with respect to the installation of interior glass in the atrium of the
O’Neal Library.
RESOLUTION NO. 2021-027

AMENDMENT TO THE CITY’S EMPLOYEE HANDBOOK WITH RESPECT TO THE HOLIDAY LEAVE WITH RESPECT TO EXEMPT EMPLOYEES

WHEREAS Personnel Board of Jefferson County (PBJC) Rules 13.8 sets forth the holiday leave policies to be followed by participating employers unless a policy to the contrary has been adopted and filed with PBJC; and

WHEREAS it has been determined that the City’s holiday policy requires clarification to more clearly express the City Council’s desire and intent with respect to administration of said policies; now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Section VI of the City’s “Employee Handbook” is hereby amended as follows:

“VI. LEAVES

Employees of the City of Mountain Brook are entitled to the following leaves under the terms outlined below:

A. Holidays

Beginning January 1, 2008, permanent status employees are given the following paid holidays each year:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Washington’s Birthday</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday before Easter</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day After Thanksgiving Day</td>
<td>4th Friday in November</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Personal Holiday</td>
<td>(As approved by Department Head)</td>
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</tbody>
</table>

When one of the holidays falls on a Saturday or Sunday, the holiday will generally be observed on the Friday before or the Monday after the holiday, respectively. When a Friday or Monday is designated as the day to observe a weekend holiday, the designated day becomes the holiday for pay purposes.

Non-exempt employees who are required to work on a holiday shall be awarded eight (8) hours (or the equivalent thereof in the case of firefighters) at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory Time, in addition to the employee’s regular pay for the day. Exempt employees who are required to work on a scheduled holiday will be given eight (8) hours (or the equivalent thereof in the case of firefighters) of compensatory time in lieu of the holiday. (Due to different work schedules in some departments, the policy in effect may differ from that previously stated).

If a recognized holiday falls on an non-exempt employee’s regularly scheduled off-day and the employee takes the full day off, the employee shall be awarded eight (8) hours pay (or the equivalent...
Minutel Book 91

Thereof in the case of firefighters) at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory (Holiday) Time. If a recognized holiday falls on a non-exempt employee's regularly scheduled off-day and the employee takes only part of the day off, the employee shall be paid for the hours worked, plus either eight (8) hours (or the equivalent thereof in the case of firefighters) pay at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory (Holiday) Time. When a recognized holiday falls on an exempt employee's regularly scheduled off-day, the employee shall modify their schedule and take the holiday on an alternate day within the applicable work period. Similarly, when a recognized holiday falls on an exempt employee's regularly scheduled work day, the employee shall either take off on the holiday or modify their schedule to take the holiday on an alternate day within the applicable work period. Holiday time shall not be credited to an exempt employee's holiday leave balance.

Employees crediting holiday time for later use shall only be allowed to accumulate up to eighty (80) hours (103.38 hours for firefighters). After the accumulation of 80 hours (or 103.38 for firefighters) of Compensatory (Holiday) Time off, any overtime work will be paid.

If an employee's regular work day is more than eight (8) hours and the employee takes the full day off for the holiday without adjusting their schedule during the 40-hour or other work period, the employee shall be granted eight (8) hours (or the equivalent thereof for firefighters) of holiday pay and shall be charged accrued vacation or Compensatory Time, if any, for the balance.

Any employee scheduled to work on a holiday that reports in sick on such holiday may be required by their supervisor or Department Head to provide a doctor's excuse or otherwise be charged for the holiday taken as opposed to being granted sick leave. Without prior approval, an employee who does not report to work on the scheduled work day just prior to and/or immediately following a holiday will not be paid for such holiday.”

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the Appointment Authority of the City is hereby authorized and directed to submit the City's amended leave policy to the Personnel Board of Jefferson County.

**EXHIBIT 5**

**RESOLUTION NO. 2021-028**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional service agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, for their provision of traffic consulting services for the intersection of Bethune Drive at Oakdale.

**APPENDIX 4**

**EXHIBIT 6**

**RESOLUTION NO. 2021-029**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the purchase and configuration of a social media application for the police department of the City, as more fully described in Exhibit A attached hereto.

**APPENDIX 5**

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February 22, 2021
RESOLUTION NO. 2021-030

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted by Evson, Inc., for a nail salon at 330 Rele Street in accordance with the parking analysis dated January 20, 2021 by Walker Parking Consultants.

APPENDIX 6

EXHIBIT 8

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 126 – SMALL CELL FACILITIES - OF THE MUNICIPAL CODE OF THE CITY OF MOUNTAIN BROOK REGARDING APPLICATION PROCESS AND FEE STRUCTURE

WHEREAS, on or about January 11, 2016, the City Council of City of City of Mountain Brook (City Council) enacted Ordinance No. 1948 to facilitate the availability of personal wireless communication services in the City by permitting the placement of small cell technology facilities (“Facilities”) and associated structures along the right of way and on private properties in the City; and

WHEREAS, subsequent to the enactment of Ordinance No. 1948, the Federal Communications Commission issued its Declaratory Order in FCC Docket 18-133, as amended (the FCC Order) regarding fees and placement of small cell facilities on rights of way controlled by state and local governments and mandated guidelines entitled “Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment” as published in the Federal Register/Vol. 83, No. 199 on October 15, 2018;

WHEREAS, upon consideration of the FCC Order and other developments regarding placement of Facilities since 2016, the City Council desires to amend Chapter 126 - Small Cell Technology Facilities” of its Municipal Code as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

SECTION 1. Chapter 126 of the Mountain Brook Municipal Code is amended as follows.

(a) Sec. 126-2(c)(1), which concerns the Application Process for permitting the placement of small cell facilities in the right of way, is modified as follows:

Delete the following provision at the end of Sec. 126-2(c)(1):
Within 30 calendar days after an application for permit is submitted, the city shall notify the applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the city does not notify the applicant in writing that the application is incomplete within 30 days following its receipt, the application is deemed complete.

And replace with the following:
"Within 10 calendar days after an application for permit is submitted, the city shall notify the applicant in writing if any additional information is required to complete that application or supplemental information is required to process the request. If the city does not notify the applicant in writing that the application is incomplete within 10 days following its receipt, the application is deemed complete.”
(b) Sec. 126-2(c)(2), which concerns the *Time for processing application* for permits for placement of small cell facilities in the right of way, is modified as follows:

**Delete the following provision at the end of Sec. 126-2(c)(2):**

To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the city does not advise the applicant in writing of the incompleteness of a submitted application within 30 days after that submission.

**And replace with the following:**

"To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the city does not advise the applicant in writing of the incompleteness of a submitted application within 10 days after that submission."

(c) Sec. 126-2(c)(3), which concerns *Reconsideration/Appeal* of the city's denial of request by an applicant for a permit to place small cell facilities in the right of way, is modified as follows:

**The following provision at the end of Sec. 126-2(c)(3) is deleted:**

Additionally, the applicant, within 30 days following a decision by the city council to deny either:

a. A request for reconsideration; or

b. A decision by the city council to not approve the placement of a new support structure on the right of way;

may appeal either of those decisions by the city council to the county court. If no appeal of those decisions of the city council is made, those will be deemed final.

**And replaced with the following:**

"Additionally, the applicant, within 30 days following a decision by the city council to deny either a request for reconsideration or a decision by it to not approve the placement of a new support structure on the right of way, may appeal either of those decisions to a court in Jefferson County, Alabama having jurisdiction concerning such dispute, or exercise whatever other remedy may be available to the applicant pursuant to applicable law. If no appeal of a decision of the city council that is adverse to the applicant is taken in that 30-day period, such decision will be final."

(d) Sec. 126-2(e), which concerns *Permit and license fees* concerning the placement of small cell facilities in the right of way, is modified as follows:

**The following subsections (1)-(3) in Sec. 126-2(e) are deleted:**

1. A permit application and review fee to be paid when an application is submitted;
2. A permit issuance fee per each support structure on the right-of-way contemplated for attachment; and
3. An annual license fee per each support structure on the right-of-way pertaining to the ongoing use of public property.
And replaced with the following:
“(1) A $500 non-recurring fee for a single up-front application for collocation that includes up to five small wireless facilities, with an additional $100 for each small wireless facility beyond five in a consolidated application.
(2) A $250 non-recurring fee for the modification or replacement of an existing pole together with the mounting or installation of an associated small wireless facility in the right-of-way.
(3) A $1,000 non-recurring fee for the installation of a new pole together with the mounting or installation of an associated small wireless facility in the right-of-way.
(4) A $270 annual, recurring license fee per Small Wireless Facility; this charge includes ROW access fee or fee for attachment to municipally-owned structures in the right of way.”

(e) Sec. 126-2(b), which concerns the factors, requirements, and guidelines that the city manager may consider and apply when determining whether to issue a permit for placement of small cell technology facilities in the right-of-way is modified to include the following:

(15) A new or modified pole may not exceed the greater of either of the following:
   a. Fifty feet above the ground level.
   b. Ten feet in height above the tallest existing pole in place as of July 1, 2020, located within 500 feet of the new pole in the same right-of-way controlled by the authority.

SECTION 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

SECTION 3. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

SECTION 4. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

SECTION 5. This ordinance shall become effective immediately upon adoption and publication as approved by law.

APPENDIX 7

EXHIBIT 9

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 14 OF THE MOUNTAIN BROOK MUNICIPAL CODE

WHEREAS, the City Council of the City of Mountain Brook, Alabama ("City Council") has enacted regulations that apply to placement of Small Cell Technology Facilities along public right of ways and on private properties within the City;

WHEREAS, said regulations are codified in Chapter 126 of the MB Municipal Code; and

WHEREAS, fees applicable to the regulations in Chapter 126 are set forth in Chapter 14 of the Mountain Brook Municipal Code.
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

SECTION 1. Chapter 14 of the Mountain Brook Municipal Code is amended as follows:

<table>
<thead>
<tr>
<th>CHAPTER 126 - SMALL CELL TECHNOLOGICAL FACILITIES</th>
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<tbody>
<tr>
<td>126-2</td>
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<td></td>
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<tr>
<td>126-2(e)(1)</td>
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<td>126-2(e)(1)(2)</td>
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<tr>
<td>126-2(e)(3)</td>
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<tr>
<td>126-2(e)(4)</td>
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</tbody>
</table>

SECTION 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

SECTION 3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

SECTION 4. If any part, section or subdivision of this ordinance shall be determined to be invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

SECTION 5. This ordinance shall become effective immediately upon adoption and publication as approved by law.
February 22, 2021

Alabama Department of Environmental Management
1350 Coliseum Boulevard
Montgomery, AL 35110

Re: Qualified Principal Executive Officer

To whom it may concern:

I hereby certify that the City Council has formally designated City Manager Sam Gaston as the City’s Principal Executive Officer and “Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and Compliance System (AEPACS). If you have any questions or require any additional information, please contact Sam Gaston at (205) 802-3803 or by e-mail at gastons@mtnbrook.org.

Sincerely,

Virginia Smith, President
Mountain Brook City Council
PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Slipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business as 55 Church Street, Mountain Brook, Alabama; Slipper Consulting, Inc. ("Consultant"), doing business at 2844 Yarn Road, Suite 120, Birmingham, Alabama 35233.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic control device design for a pedestrian-activated flashing beacon for the crosswalk crossing Church Street at West Jackson Boulevard in the City of Mountain Brook (the "Project" or "Services");

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

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

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:
   
   SEE SCOPE OF WORK SET FORTH ON EXHIBIT A

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

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

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

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

   3. COMPENSATION BILLING PAYMENT: Slipper Consulting, Inc. will undertake and perform the work and Services outlined in Exhibit A for a fixed fee (inclusive of all expenses) for a fixed fee in the following amounts:

   Flashing Warning Beacons Design – Church Street at West Jackson Boulevard $1,040.00

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

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Church Street at West Jackson Boulevard Crosswalk
Mountain Brook, Alabama

PROFESSIONAL SERVICES AGREEMENT

Church Street at West Jackson Boulevard Crosswalk
Mountain Brook, Alabama

EXHIBIT "A"
SCOPE OF WORK

The Consultant shall perform the following scope of work in relation to preparing a traffic control device design for the crosswalk crossing Church Street at West Jackson Boulevard in the City of Mountain Brook.

Flashing Warning Beacon Design – Church Street at West Jackson Boulevard Crosswalk

Based on the Council decision of February 8, 2021, the Consultant will prepare design plans for construction of a Rapid Magneto-Placing flashing beacon warning system with pedestrian pushbutton activation. It is anticipated that construction efforts would be less than $50,000, and thus could be performed under Public Works bid law. The Consultant will assist the City in selection of a contractor, reviewing equipment submissions, coordinating any required power services with the City and APCO, and performing an inspection of contractor work.

Schedule

The Consultant will perform the scope of work described above, to include issuing a design for contractor pricing, within a period of three (3) weeks from notice to proceed, barring unforeseen circumstances outside the control of the Consultant.

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February 22, 2021

4 of 4
property damage with a combined single limit of not less than $550,000 per occurrence.

3. Assurable Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Assurable Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident and for bodily injury and property damage.


5. Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts or errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000) per claim and in the aggregate.

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

All policies, except for the Workers Compensation and Professional Liability policies shall remain in effect during the term of the Contract and in effect from the termination of the Contractor’s performance under the Agreement or Services or work. The additional named insured endorsement shall limit the scope of coverage to the City to losses that arise during the policy term.

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

Before commencement of any work hereunder, Contractor shall provide the City a certificate(s) of insurance evidencing coverage in accordance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, its agents, employees and all insureds (collectively the "Indemnified Parties") from and against all claims, suits, actions, losses, damages, and expenses (including without limitation reasonable attorneys' fees and costs) caused by any third party claims, suits, or actions brought by the City or by a third party arising out of or in connection with the performance of the Services, whether or not such liability is covered by insurance provided by the Contractor, or any of its subcontractors.

By: [Signature]
Printed Name: [Name]
Title: [Title]
Date: [Date]
CONTRACTOR AGREEMENT

Rives Construction (hereinafter the "Contractor") agrees to the Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama (the O’Neal Library), a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all labor, materials, supplies, supervision, and all other services related to performing the work, services and operations (collectively, the "Work") on the undersigned project (the "Project").

Name of Project: O’Neal Library glass, handrail and fan shutter modifications

Site of Project: O’Neal Library
50 Oak Street
Mountain Brook, AL 35213

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 26, 2021 Contractor Proposal) that is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and terminate sixty (60) days from the termination date as indicated in a written notice to Contractor if either of the following shall have occurred: (a) Contractor shall have failed to meet any material obligation to the City hereunder (a "Defect"); and (b) following the City’s provision of written notice of Defect to Contractor, Contractor fails to correct or remedy said Defect within fifteen (15) days after receipt of said notice. The failure of the Contractor to perform the Work shall be considered an event of Defect. This remedy is in addition to any other provision provided in the Agreement or available to City under law or equity.

5. Contract Price/Services/Compliance. Unless otherwise stated in the Special Conditions on Exhibit A, or as agreed to in writing by the City, the City will pay Contractor the lump sum amount of Fourty-Five thousand three hundred and two dollars ($45,302.00) as compensation for performing the Work (the "Contract Price"). Unless agreed to in a written addendum to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

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

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

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

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

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

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

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave such locations where the Work is performed in reasonably clean conditions;

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

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


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

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for personal injuries, property damage, operations, contractors' liability, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rental vehicles operated by or on behalf of the Contractor, in the limit of Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer’s Liability: Workers’ Compensation as required by statute and Employer’s Liability with limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence.

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

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

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

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

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


a. This Agreement, together with the other documents and exhibits referenced herein, constitute the entire understanding between the Parties concerning the matters hereof, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the Parties in any manner to or in connection with the preparation or execution of this Agreement are deemed to have merged herein.

b. This Agreement may be assigned or delegated to a successor by the parties shall be deemed to be a complete original. An actual or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any failure or delay on the part of City in exercising any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be amended unless expressly written in writing.
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d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Business-Harm Ornment Alabama Taxpayer and Citizen Protection Act, §3-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that it is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontracts, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from each subcontractor providing work on the Project in Alabama that each subcontractor is in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: ____________________________
Date: ____________________________

[Signature]

Rivet Construction, Inc.

By: ____________________________
Date: ____________________________

[Signature]

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and January 26, 2021 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. Contractor expects to complete the Work within an approximate 4-week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

Library Representative:
Lindsey O'Gorman, Director
50 Oak Street
Mountain Brook, AL 35213
Email: legorman@mountainlibrary.org
Day Tel #: 205-445-1102

Contractor Project Representative:
Brad Avery
5200 Greenwood Road
Irmo, SC 29060
Email: bavery@bavery.com
Day Tel #: (205)445-3133

4. Special Conditions.


PROFESSIONAL SERVICES AGREEMENT

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

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 28 Church Street, Mountain Brook, Alabama 35213, and Skipper Consulting, Inc. ("Consultant"), doing business at 3544 Vance Road, Suite 100, Birmingham, Alabama 35223.

WHEREAS, the Client requires that the Consultant perform professional traffic engineering services related to a traffic study for the intersection of Oakdale Drive at DelACHE Drive in the City of Mountain Brook (the "Project" or "Services");

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

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

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

   a. Scope of Work: SET FORTNITH ON-BUDGET

   b. Client's Responsibilities: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project studies and similar information that is contained in its files. The Client may rely upon the information provided by the Client without verification.

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

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

   e. Compensation: The Consultant will bill its Fees monthly based on the work completed during the billing period. Invoices for uncompleted work shall be prepared within 30 days of the completion of work by the Client and such payment shall not be contingent or dependent upon any conditions or action or undertaking of the Consultant other than those conditions, if any, specifically set forth in this Agreement.

2. SCOPE OF WORK: The Consultant shall undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (exclusive of expenses) for a fixed fee in the amount of $20,000.

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

   b. If conditions of other simultaneous factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client values services not listed but being outside the proposed scope of services, the Consultant will submit a proposal for the additional work.

   c. Additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

   d. If for any reason, payment for uncompleted work reflected on invoices is more than 30 days delayed, the Consultant shall have the right to stop work on the assignment without such payment is made. The Consultant will not be liable for any delays in project schedules caused for such work stops.

4. STANDARD TERMS AND CONDITIONS

The Client shall have the right of review and approval of all plans and specifications that shall be submitted 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.

Each party may terminate this Agreement upon 10 days' written notice to the other party should the prevailing party substantially fail to perform any of its material obligations in this Agreement through no fault of the prevailing party. In the event of termination of this Agreement, due to the fault of either party, the Consultant shall be paid for Services performed to the termination date.

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

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any type 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, and construed and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this Agreement to perform upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a waiver of any such terms and conditions but the same shall continue and remain in full force and effect as if such forfeiture or waiver had not occurred.

The liability of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be valid, 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 of or resulting from, any failure to perform in accordance with its terms where the cause of such failure shall occur due to events beyond a party's reasonable control, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, insurrections, revolutions, civil upheaval, government action, epidemics, fire, floods, or any other causes not within the reasonable control of either party.

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

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February 22, 2021
AGENDA ITEM 3: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIFFER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (OAKDALE DRIVE AT BETHLEHEM BRIDGE)

This Agreement is in 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 conditions of this Addendum and the Agreement, the terms contained in this Addendum shall control.

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

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

b. "The Principal Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

c. "The Contractor" refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontracts. 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 its respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agrees to resolve that matter to the satisfaction of the other on a mutually satisfactory basis.

3. Workman's Compensation: Workers' Compensation and Employee Liability as required by statute.

4. Professional Liability: If the Contractor is providing professional services, the Contractor shall be insured and have a professional license to perform such services.

5. Cancellation: Either Party may terminate this Agreement by written notice at any time before the completion of the work.

6. Governing Law: This Agreement shall be governed by law of the State of Alabama as the same may exist from time to time.

7. Construction of Agreement: In the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall control.

8. Construction of the Agreement: If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect.

9. Contractor's Insurance Requirements: The Contractor shall maintain the following insurance with a company or companies acceptable to the City:

a. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than $100,000 per occurrence.

b. Garage Keepers Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than $100,000 per occurrence.

c. Professional Liability: If the Contractor is providing professional services, the Contractor shall be insured and have a professional license to perform such services.

10. Indemnification: Each Party agrees to indemnify, hold harmless, and defend the other Party from and against any and all claims, demands, losses, damages, and expenses, including, without limitation, any and all claims, demands, losses, damages, and expenses related to the operation of the operations of the Contractor or any breach of the Agreement or the performance of any services under the Agreement.

11. Governing Law: This Agreement shall be governed by the laws of the State of Alabama as the same may exist from time to time.

12. Amendments: Any amendment or modification to this Agreement shall be in writing and signed by both Parties.

This Agreement shall be effective upon execution by both Parties.

By: ____________________________
Printed Name: ____________________
Position: _________________________
Title: ____________________________
Date: ____________________________

CITY: MOUNTAIN BROOK
CONTRACTOR: SKIFFER CONSULTING INC.
Hey Mary,

The request for a traffic study at Bethune and Galadale has been discussed by the city council a few times since January 2020. I've summarized the prior requests and would like an opportunity to discuss this again at the Feb 22 meeting, after obtaining additional support at the request of the council (see attached). These responses to be considered over the rate/impact of the high school traffic guard and the necessity of a turn lane. A traffic study would allow traffic engineers to determine if there are any possible improvements that could be made to improve the safety and traffic flow of the intersection based on the collection and analysis of traffic data.

January, 2020 City Council Meeting
Traffic study was declined because a traffic study had already been mandated.
RESPONSE: A traffic study has not been conducted at this intersection. A one-day observation was conducted in 2016 by Skipper Consulting and the timing of the light was adjusted.

November, 2020 City Council Meeting
Skipper consulting conducted a one-day observation and noted there was "an excessive queue, much worse than what was observed in 2016" and recommended a traffic study. The city council declined the study because the high school has a security guard that times the light and there was no interest in building a turn lane.
RESPONSE: As stated by the council, the security guard times the light. He does not, however, control traffic. He does not direct cars and increasing the length of the light does not allow cars to make an unobstructed left turn into the high school. Also, Skipper consulting did not request or require a turn lane; he made the turn lane estimates at the request of the city council.

January, 2020 City Council Meeting
The city council declined the traffic study request because the high school had not requested the study and the council wanted to see more support for the traffic study.
RESPONSE: Mountain Brook High School property does not begin until the guard house, the intersection at Bethune/Galadale is a public intersection managed by the city of Mountain Brook. Attached is a community support form for the city council to conduct the traffic study. This includes the High School and 27 Mountain Brook residents. Parents note the intersection not only causes morning traffic but is a safety concern, particularly for new drivers.

Thanks again for your support and consideration in this matter,
Mary Ellen DeBardelaben, MBA, MPH, C.J.P.
National Director, Quality
O 205 910 1400 F 205 362 8622
Encompass Health

Confidentiality Notice: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review,
AGREEMENT FOR SERVICES
Valid through 3/31/2021

Mountain Brook Police Department
Ted Cook | Chief

Submitted by:
Jay Baxter
Communication Strategist
205-309-3177
jayb@myoc.com

BACKGROUND
The PoliceApp.com develops custom iPhone and Android apps for law enforcement agencies around the country. With more custom apps for Law Enforcement agencies than any other developer, ThePoliceApp.com is the "App Developer of Choice".

DESCRIPTION
ThePoliceApp.com works with progressive organizations to develop custom iPhone and Android apps to help transform the growing number of users that leverage mobile devices when engaging with an organization. After initial discussions with the Mountain Brook Police Department, ThePoliceApp.com has developed a mockup design of what could be developed for the Sheriff's Office.

PRELIMINARY DESIGN
While the following mockup is only a draft, it is the intended baseline for the design based on conversations with ThePoliceApp.com and Mountain Brook Police Department. This design can change through the process without additional fees. It must be locked down prior to the development phase of the process.

OPTIONAL SERVICE

<table>
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<th>Service</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>$6,095</td>
</tr>
<tr>
<td>Android Development (Google Play)</td>
<td>$6,095</td>
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<td>($9,000)</td>
</tr>
<tr>
<td>Year One Total Due</td>
<td>$9,185.00</td>
</tr>
</tbody>
</table>

Year 2 and after Annual Subscription Fee Support Includes:
- Full Technical Support
- App Updates
- Content Updates
- Quarterly App Release
- Control Panel Enhancements
- Integration Support & Maintenance
- OCV Connect App

Year 2 and After Maintenance Fee | $3,995.00

PUSH NOTIFICATIONS

Multi-Channel Push Notifications
Agency may target communications to particular groups, and will provide ThePoliceApp.com with a list of selected groups, with a practical limit of twelve (12) groups. Can also include up to 3 private pin protected channels. ThePoliceApp.com will set up the Alerts Blog on OCV, LLC servers; the agency will send alerts through the App Control Panel.

Confidential - Not to be shared outside of Mountain Brook Police Dept

CONFIDENTIAL - Not to be shared outside of Mountain Brook Police Dept

Confidential - Not to be shared outside of Mountain Brook Police Dept

ThePoliceApp.com proposes to develop an iPhone and Android app for the Mountain Brook Police Department.

ThePoliceApp.com was created to help law enforcement better communicate their message to their organization and community. Our goal is to develop a core group of technology services that allows your organization to create, upload and share content specific to your organization for distribution/teasers around your country/world wide and around the world.

This AGREEMENT is made between OCV, LLC ("Host") having an address at 101 Tidewater St. Mountain Brook, AL 35213 and is effective from

Start Date Data Customer Sign on Proposal to End Date One Year Following Signature Repealable Amendment

1. SERVICES: Host agrees to provide custom mobile app development services and support.
2. BILLING AND PAYMENT: Initial Year One invoice amount will be billed with payment due within 30 days of signature data. Customer agrees to pay annual subscription fee for subsequent years of initial contract within 30 days prior to contract anniversary date.
3. Annual Maintenance / Subscription Payment Schedule - 2022 & Beyond Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

Confidential - Not to be shared outside of Mountain Brook Police Dept

APPENDIX 5
DATE: February 22, 2021

TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Nail Salon - Conditional Use - Lane Parke PUD - Phase 2

On September 28, 2020, the city council approved ORD 2078, amending the permitted uses in the Lane Parke PUD to allow the following: Barber shops, beauty shops, hair salons, interior design shops, nail salons, and neuromuscular therapists, but only with prior written approval of the city council (conditional use).

Walker Consulting has updated the Lane Parke Parking Study in its entirety (for Phase 1 and Phase 2, including the Grand Bohemian and the apartments). In summary, the new shared parking analysis concludes that a total of 1001 parking spaces are required for the project (as opposed to the latest forecast in 2013 of 1043). The updated shared parking analysis is attached.

As to the 2020 PUD amendment for personal service establishments, it was understood by the applicant that any use not covered by the approved parking assumptions would require an update to the parking study for each and every request for conditional approval of a service use. To that end, Walker Consulting has also performed a parking analysis for the proposed nail salon conditional use (attached).

The conclusion of the nail salon parking analysis is that the overall parking demand (from employees and patrons of the nail salon) would be 52 spaces on weekdays and 46 on weekends. As to the overall numbers for parking demand throughout the PUD, the nail salon would increase the shared parking demand by 31 parking spaces. The most current shared parking demand shown (from the parking study update on Sept 18, 2020) is 901, leaving a surplus from the approved construction plans (1050 spaces) of 49 spaces. The nail salon is forecast to reduce the PUD parking surplus by 31 spaces to 18.

The nail salon parking analysis includes a plan to have employees park in spaces at the north end of the PUD (shown in yellow on the attached exhibit for the nail salon parking analysis). It should be noted that previously-existing striping and signage around the apartments (indicating “private parking”) have been removed.

Background and Land Use Quantities

Walker Consulting was asked to review the parking allocation plans for several neighboring retail suites within the 2nd development phase of the Lane Parke Mixed-Use Development project. Specific to the development site plan, the retail suites have been formally identified as:

- D4 - Bank Drive-Thru
- D5 - Nail Salon (20 chairs)
- D6 - Boutique Retail (under 1,500 sf)
- D7 - Boutique Retail (under 1,500 sf)

Base parking ratios for the land use quantities have been applied in the graphic below to project the maximum parking space demand before factoring any reductions resulting from the application of shared parking principles.

Land Use Quantities

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Quantity</th>
<th>Maximum Parking Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Ratio</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekday</td>
</tr>
<tr>
<td>Nail Salon (DS) Employee</td>
<td>0.50</td>
<td>2</td>
</tr>
<tr>
<td>Nail Salon (DS)</td>
<td>20 chairs</td>
<td>1.00</td>
</tr>
<tr>
<td>Bank Customers (D4)</td>
<td>2,472 sf GFA</td>
<td>2.00</td>
</tr>
</tbody>
</table>


Shared Parking Analysis

Using the same shared parking principles identified in the Lane Parke Shared Parking Analysis Update dated September 18, 2020, the model calculates the parking demand 18 hours a day for weekdays and weekends for each of 12 months, plus a special period between Christmas and New Year’s Day, in the latter period, office and other professional employment parking is reduced, while retail/dining/entertainment is high. Weekend is defined to begin at 5:00 p.m. on Friday and continue through Saturday. The parking demand of restaurants and entertainment venues is similar to that on Saturday and thus is included in weekends. The graphic below summarizes the shared parking analysis for weekdays and weekends.

Shared Parking Demand Summary

<table>
<thead>
<tr>
<th>Weekday (2:00 p.m.)</th>
<th>Weekends (1:00 p.m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer 28</td>
<td>Customer 20</td>
</tr>
<tr>
<td>Employee 24</td>
<td>Employee 20</td>
</tr>
<tr>
<td>Total 52</td>
<td>Total 46</td>
</tr>
</tbody>
</table>


APPENDIX 6
The overall peak is projected to occur on a weekday in late December at approximately 2:00 p.m., at which time 520 parking spaces are recommended to serve the drive-thru bank, nail salon and two boutique retail suites. On a weekend, the peak hour is at 1:00 p.m. with 465 spaces required.

### Typical Peak Weekday Parking Demand Projection

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Projected Daily</th>
<th>Projected Weekly</th>
<th>Projected Monthly</th>
<th>Projected Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>3,000 sq. ft.</td>
<td>2,435 sq. ft.</td>
<td>2,028 sq. ft.</td>
<td>2,028 sq. ft.</td>
</tr>
<tr>
<td>Employee</td>
<td>28</td>
<td>28</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>Non-Salon (DS)</td>
<td>80</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Bank Customers (SH)</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
</tr>
<tr>
<td>Non-Salons (DS)</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
</tbody>
</table>

**Source:** Walker Consultants: Shared Parking, 3rd Edition; 2020

### Impact of Using Tenant Space DS as a Nail Salon

The owner's plan is to require all employees in the Retail Use Area and the Office/Commercial Use Area of Lane Parke to park in the areas designated on Schedule 1 attached hereto as "Required Employee Parking." Assuming all employees park in the Required Employee Parking areas, modifying the land use type for tenant suite DS (1,500 sq. ft.) from boutique retail to a 20-chair nail salon increases the parking needed during peak demand periods (a late December weekday at 3:00 p.m.) as set forth in the following table.

#### Nail Salon Parking Impact (Customer Only)

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Peak Weekday</th>
<th>Peak Weekend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boutique Retail</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Nail Salon</td>
<td>18</td>
<td>18</td>
</tr>
</tbody>
</table>

* Adjusted to account for adjacent bank use being closed during peak weekend time (Saturday)

### Schedule 1: Parking Allocation

Using the projected parking needs from the shared parking analysis, Walker reviewed the overall site plan denoting the parking inventory areas associated with each of the land use quantities. What follows is a graphic showing the proposed parking inventory areas designed for the parking allocation needs of the retail customers and retail employees of the drive-thru bank, nail salon and the boutique retail suites.

### Typical Peak Weekend Parking Demand Projection

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Projected Daily</th>
<th>Projected Weekly</th>
<th>Projected Monthly</th>
<th>Projected Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>3,000 sq. ft.</td>
<td>2,435 sq. ft.</td>
<td>2,028 sq. ft.</td>
<td>2,028 sq. ft.</td>
</tr>
<tr>
<td>Employee</td>
<td>28</td>
<td>28</td>
<td>28</td>
<td>28</td>
</tr>
<tr>
<td>Non-Salons (DS)</td>
<td>80</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Bank Customers (SH)</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
<td>1,452 sq. ft.</td>
</tr>
<tr>
<td>Non-Salons (DS)</td>
<td>95</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
</tbody>
</table>

**Source:** Walker Consultants: Shared Parking, 3rd Edition; 2020
September 18, 2020

Mr. Jeff Slaton, AIA
Senior Design Architect
Goodwyn, Mills & Cawood, Inc.
2701 1st Avenue South
Suite 100
Birmingham, AL 35233

Re: Lane Parke Mixed-Use Development
Mountain Brook, Alabama
Shared parking Consultation Update
Walker Project No. 17-001775.00

Dear Jeff:

Goodwyn, Mills & Cawood, Inc. has hired Walker Consultants to prepare the following report that supports an update to Walker's 2013 parking needs analysis. The findings and recommendations herein have been provided to assist with the number of projected parking spaces that will be required to adequately serve the existing Lane Parke Phase 1 development (to include the Grand Bohemian Hotel and the Lane Parke Apartments) as well as the proposed Phase 2 development.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning Studies

Cc: Randy Carville, P.E., Walker Consultants
Lane Parke Mixed-Use Development
Mountain Brook, Alabama

September 18, 2020

Prepared for:
Goodwyn, Mills, Cawood, Inc.

Contents
- Executive Summary
- Background and Land Use Quantities
- Shared Parking Analysis
- Study Update 2020

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- Figure 1: Update Lane Parke Mixed-Use Development Land Use Mix by Phase
- Figure 2: Update Lane Parke Mixed-Use Development by Phase
- Figure 3: Update Land Use Quantities by Restaurant and Retail Commercial Space
- Figure 4: Phase 1 and Phase 2 Base Parking Ratios
- Figure 5: Shared Parking Demand Summary
- Figure 6: Weekday Shared Parking Demand
- Figure 7: Weekend Shared Parking Demand
- Figure 8: Presence Factors – Monthly Adjustments
- Figure 9: Presence Factors – Time of Day (Weekday)
- Figure 10: Presence Factors – Time of Day (Weekend)
- Figure 11: Project Base Parking Ratios – Updated Study
- Figure 12: Shared Parking Demand Summary – Updated Study
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- Figure 14: Weekend Shared Parking Demand – Updated Study
- Figure 15: Weekday Estimated Peak-Hour Parking Demand (Updated Study)
- Figure 16: Weekend Estimated Peak-Hour Parking Demand (Updated Study)
Executive Summary

Walker analyzed the updated data provided by Goodwyn, Mills, Cawood to project the potential future demand based on the existing Phase 1 development and currently proposed Phase 2 development, to include the projected parking demand for the Grand Bohemian Hotel and the Lane Parke Apartments.

The following assumptions were factored into our 2020 study update analysis:

- One reserved parking space per residential unit. Additional parking spaces required to meet the projected demand for the two and three-bedroom units are assumed to be shared with the general parking inventory population.
- Traditional retail hours of operation are 10:00 a.m. to 8:00 p.m.
- Boutique retail hours of operation are 10:00 a.m. to 7:00 p.m.
- ABC Select Spirits hours of operation 11:00 a.m. to 7:00 p.m.
- Greenwise Supermarket hours of operation 7:00 a.m. to 9:00 p.m.
- Habitat Feed and Social Restaurant 90% non-captive
- Grand Bohemian Hotel Meeting and Banquet 80% non-captive

The overall peak is projected to occur on a weekend in late December at approximately 1:00 PM, at which time 1,001+ parking spaces are recommended to serve the Project. On a weekday, the peak hour is at 1:00 PM, with 971+ spaces required.

<table>
<thead>
<tr>
<th>Weekday (1:00 p.m.)</th>
<th>Weekend (1:00 p.m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer/Visitor</td>
<td>Customer/Visitor</td>
</tr>
<tr>
<td>507</td>
<td>527</td>
</tr>
<tr>
<td>Employee</td>
<td>Employee</td>
</tr>
<tr>
<td>188</td>
<td>197</td>
</tr>
<tr>
<td>Reserved - Residential</td>
<td>Reserved - Residential</td>
</tr>
<tr>
<td>276</td>
<td>276</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td>971</td>
<td>1,001</td>
</tr>
</tbody>
</table>

Source: Walker Consultants; Shared Parking, 3rd Edition; 2020

01 Background

APPENDIX 6
Background and Land Use Quantities

Lane Parke (the Project) is a planned mixed-use development located east of US-280 and the Birmingham Zoo in Mountain Brook, Alabama. The development consists of two separate phased construction plans shown below.

Figure 1: Update Lane Parke Mixed-Use Development Land Use Mix by Phase

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Unit</th>
<th>Phase 1</th>
<th>Phase 2</th>
<th>Total</th>
<th>Phase 1</th>
<th>Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td>sf GFA</td>
<td>8,265</td>
<td>15,818</td>
<td>24,133</td>
<td>34%</td>
<td>66%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boutique Retail Customers (under 2,000 sf)</td>
<td>sf GFA</td>
<td>7,866</td>
<td>9,250</td>
<td>17,116</td>
<td>46%</td>
<td>54%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABC Select Spirits Customers (B1)</td>
<td>sf GFA</td>
<td>5,600</td>
<td>-</td>
<td>5,600</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greenville Supermarket Customers (A1)</td>
<td>sf GFA</td>
<td>28,884</td>
<td>-</td>
<td>28,884</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and Beverage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine/Casual Dining Customers (4 tenants)</td>
<td>sf GFA</td>
<td>10,943</td>
<td>4,238</td>
<td>15,181</td>
<td>72%</td>
<td>28%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fast Casual/Quick Service Customers (6 tenants)</td>
<td>sf GFA</td>
<td>1,750</td>
<td>11,849</td>
<td>13,599</td>
<td>13%</td>
<td>87%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entertainment and Institutions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fitness Center Customers (CS and FA)</td>
<td>sf GFA</td>
<td>3,684</td>
<td>2,200</td>
<td>5,884</td>
<td>63%</td>
<td>37%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel and Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel-Leisure</td>
<td>keys</td>
<td>100</td>
<td>-</td>
<td>100</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Hotel Employees</td>
<td>keys</td>
<td>100</td>
<td>-</td>
<td>100</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Restaurant/Lounge</td>
<td>sf GFA</td>
<td>6,500</td>
<td>-</td>
<td>6,500</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Meeting/Banquet (10 to 100 sq ft/meal)</td>
<td>sf GFA</td>
<td>6,500</td>
<td>-</td>
<td>6,500</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Restaurant/Meeting Employees</td>
<td>sf GFA</td>
<td>13,000</td>
<td>-</td>
<td>13,000</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Residential, Suburb</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>units</td>
<td>130</td>
<td>-</td>
<td>130</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>units</td>
<td>130</td>
<td>-</td>
<td>130</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>3+ Bedrooms</td>
<td>units</td>
<td>16</td>
<td>-</td>
<td>16</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Reserved</td>
<td>units</td>
<td>276</td>
<td>-</td>
<td>276</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Visitor</td>
<td>units</td>
<td>276</td>
<td>-</td>
<td>276</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Office</td>
<td>sf GFA</td>
<td>1,000</td>
<td>-</td>
<td>1,000</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Customers (D1, D4, E1)</td>
<td>sf GFA</td>
<td>9,213</td>
<td>9,213</td>
<td>9,213</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Source: Goodwyn, Mills, Cowood and Walker Consultants; 2020

Figure 2: Update Lane Parke Mixed-Use Development by Phase

Source: Goodwyn, Mills, Cowood Inc. and Walker Consultants; 2020

APPENDIX 6
Shared Parking Analysis

Shared parking analysis, in accordance with Shared Parking is the generally accepted methodology for determining the appropriate parking supply for a mixed-use development. Shared parking is the use of a parking space by vehicles generated by more than one land use. The ability to share parking spaces is the result of two conditions:

- Variations in the accumulation of vehicles by hour, by day or by season at the individual land uses.
- Relationships among the land uses that result in visiting multiple land uses on the same auto trip.

For example, office buildings require parking spaces during daytime hours on weekdays, while restaurants and retail venues have peak parking needs during the evening and weekends.

The first edition of Shared Parking was published in 1983 by the Urban Land Institute and then updated in 2005, with the International Council of Shopping Centers joining the effort. The Third Edition is currently being finalized and is expected to be published on or about October 1, 2019. The National Parking Association and its Parking Consultants Council have joined the effort for the Third Edition, with the PCC being responsible for the technical content.

Although the methodology for shared parking analysis was developed in the early 1980s, the concept of shared parking was already well established: a fundamental principle of downtown planning from the earliest days of the automobile has always been to share parking resources rather than to have each use or building have its own parking. The resurgence of many central cities resulting from the addition of vibrant residential, retail, restaurant and entertainment developments continues to rely heavily on shared parking for economic viability. In addition, mixed-use projects in many different settings have benefited from shared parking. There are numerous benefits of shared parking to all parties to development, including the community at large, not the least of which is the environmental benefit of significantly reducing the square feet of parking (usually in surface lots) provided to serve the development.

As a result of this updated analysis, Walker developed a recommended parking supply, based on the projected peak hour of design day parking demand. This does not represent the maximum ever generated by the development. In Walker’s experience, designing a parking system for the absolute peak busiest day of the year leads to overbuilding of parking spaces. Similarly, one does not build for an average day and have insufficient supply for the peak (if not multiple) hours on 50 percent of the days in a year. The peak in this analysis refers to the “design day” or “design hour” one that recurs frequently enough to justify providing spaces for that level of parking activity. The 85th percentile of peak-hour observations is generally recommended by Shared Parking, except for retail shopping, for which the 20th highest hour of the year is employed.

In accordance with the Second and Third Editions of Shared Parking, parking demand is analyzed separately for employees and customers to improve the reliability of the projections, as well as the tools for parking management planning. For that part of the analysis we have used the categories, parking ratios and default values of the Third Edition of Shared Parking. The model determines the peak parking demand on weekdays and weekends. The succeeding sections of this portion of the study will follow the steps in order.
Step 1: Gather and Review Project Data

Walter reviewed and verified the land use quantities for Phase 1 and Phase 2 restaurant and retail commercial space. The land use quantities are shown below in tenant space and square foot measurement. Phase 1 restaurant and retail commercial space is projected at 67,792 square feet and Phase 2 restaurant and retail commercial space is projected at 52,518 square feet. Total restaurant and retail commercial space is projected at 120,310 square feet.

Figure 3: Update Land Use Quantities by Restaurant and Retail Commercial Space

<table>
<thead>
<tr>
<th>Phase One</th>
<th>Phase Two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>67,792</td>
</tr>
<tr>
<td>Retail</td>
<td>3,200</td>
</tr>
<tr>
<td>Food</td>
<td>1,792</td>
</tr>
<tr>
<td>Entertainment &amp; Institutions</td>
<td>1,954</td>
</tr>
<tr>
<td>Fitness Center</td>
<td>1,954</td>
</tr>
<tr>
<td>Total</td>
<td>120,310</td>
</tr>
</tbody>
</table>

Source: Goodkeys, Mills, Canwood and Walker Consultants, 2020

Step 2: Select Parking Ratios

Walter employed the Shared Parking base parking ratios for the land uses as seen in Figure 4 on the following page.

Because the 3rd Edition of Shared Parking was not published at the time of the original study, we will briefly review the rationale for the ratios used in this analysis. For retail, the 3rd Edition update continues the Second Edition’s use of the recommended ratios from Parking Requirements for Shopping Centers (1999). At that time, it was demonstrably the most well-documented study of parking demand ever, for any land use. While there are anecdotal reports of declines in parking demand of shopping centers due to various factors, including e-retailing, ride-hailing, and loss of department store anchors and name retail brands, there has not been an adequate number of studies to document reductions.

Figure 4: Phase 1 and Phase 2 Base Parking Ratios

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Visitor</th>
<th>Employee</th>
<th>Total</th>
<th>Visitor</th>
<th>Employee</th>
<th>Total</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>3.00</td>
<td>0.70</td>
<td>3.70</td>
<td>3.20</td>
<td>0.80</td>
<td>4.00</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Boutique Retail Customers (over 2,000 sf)</td>
<td>2.30</td>
<td>0.50</td>
<td>2.80</td>
<td>2.40</td>
<td>0.60</td>
<td>3.00</td>
<td>1.60sf</td>
</tr>
<tr>
<td>ABC Select Spirits Customers (a)</td>
<td>3.50</td>
<td>0.50</td>
<td>4.00</td>
<td>4.00</td>
<td>1.00</td>
<td>5.00</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Greenwise Supermarket Customers (a)</td>
<td>4.00</td>
<td>0.75</td>
<td>4.75</td>
<td>4.00</td>
<td>0.75</td>
<td>4.75</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Fine/Casual Dining Customers (4 tenants)</td>
<td>15.25</td>
<td>2.75</td>
<td>18.00</td>
<td>15.25</td>
<td>2.75</td>
<td>18.00</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Fast Casual/Quick Service Customers (5 tenants)</td>
<td>12.40</td>
<td>2.00</td>
<td>14.40</td>
<td>12.70</td>
<td>2.00</td>
<td>14.70</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Entertainment &amp; Institutions</td>
<td>6.60</td>
<td>0.40</td>
<td>7.00</td>
<td>5.50</td>
<td>0.25</td>
<td>5.75</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Fitness Center Customers (a) and (b)</td>
<td>3.00</td>
<td>0.30</td>
<td>3.30</td>
<td>3.00</td>
<td>0.30</td>
<td>3.30</td>
<td>1.60sf</td>
</tr>
<tr>
<td>Bank Customers (a), (b), (c)</td>
<td>3.50</td>
<td>1.50</td>
<td>5.00</td>
<td>3.00</td>
<td>1.50</td>
<td>4.50</td>
<td>1.60sf</td>
</tr>
</tbody>
</table>

Source: Walker Consultants; Shared Parking 3rd Edition; 2020

New land uses have been added for Supermarkets, Pharmacies, Discount Superstores and Home Improvement Stores, all based on the Fifth Edition of the Parking Generation Manual (PGM) and deemed reasonably reliable for use as base ratios. It is noted that the Pharmacy ratio is based on a reasonably strong data base of those with drive-throughs.

For restaurants, the ratios are based on detailed analysis of the raw data in the PGM (5th Edition); however, they are also supported by an in-depth study of more than 20 sites by one consultant in 2004. The ratios from the Second Edition have been modified slightly based largely on the most recent SGM, with the Fine/Casual dining ratio declining, the family restaurant ratio increasing, and the fast casual/fast food ratio being adjusted.

Step 3: Select Presence Factors

After the Project’s land uses have been quantified and base parking ratios have been applied to these land use quantities, adjustments are made to account for parking demand variability by hour of day and month of year. These time-based adjustments are referred to as a “presence” adjustment.

Presence is expressed as a percentage of the peak hour demand on a design day for both time of day and month of the year. The fact that parking demand for each component may peak at different times generally means that

APPENDIX 6
fewer parking spaces are needed for the project than would be required if each component were a freestanding development.

Based on Walker's understanding of the land use program and experience with similar projects, Walker deems the adjustments included in the Shared Parking Model (3rd Edition) for time of day and monthly adjustments are appropriate for this project. The weekday period of peak demand is projected to occur at approximately 12:00 PM in December and the weekend peak is projected to occur at approximately 1:00 PM in December. The Presence Factors are shown in the figures at the end of this section.

Steps 4 and 5: Adjust Demand For Modal Split and Persons Per Car

Each land use was evaluated and assigned a "drive ratio" for daytime and evenings on weekdays and weekends. The reason that driving ratio, rather than modal split, must be used is that it is applied against a "parking ratio" that reflects the number of cars parked at a stand-alone land use where nearly all persons arrive by car, and thus already reflects persons per car. In other words, modal split is stated in persons, the drive ratio converts that to cars.

Walker reviewed the means of transportation data for service workers in the City of Mountain Brook. The resulting drive ratio is 90%, when driving alone (SOV) and carpooling is combined. To supplement the American Community Survey means of transportation, Walker researched the Walk Score for the site, which is 64/100, and is classified as "somewhat walkable" with some errands capable of being accomplished on foot. The Bike Score however is slightly less amenable at 47/100, "minimal biking infrastructure."

The area is served by the Birmingham Jefferson County Transit Authority, which operates two routes (Route 51; Cahaba and Route 42; 2nd) within a half mile of the site. The Transit Score for this site is 22/100 and is classified as "possible to get on a bus". Despite the service employee driving ratio for the area being 90%, Walker did not reduce the drive ratio to professional employees of all commercial uses, including retail, dining, hotel, and office for the purposes of this analysis.

Walker also made no further adjustments for vehicle ownership data for estimates of resident vehicle parking demand. We did adjust the drive ratio for the hotel guests, based on our experience with the impact of Transportation Network Companies on hotel parking demand today.

Step 6: Adjust Demand For Captive Factors

A shared parking analysis recognizes that people often visit two or more establishments within the same development site, without increasing their on-site parking use. The term "captive" has been borrowed from market researchers to describe people who are already present in the immediate vicinity and are likely patrons of a second use. However, the parking adjustment will not be precisely the same as the captive adjustments for either market researchers or traffic engineers. The key to captive parking is thinking through whether a car would already be counted as parked at another land use at the specific time a person patronizes the use. For example, employees in a complex or district who are counted as parked at their place of employment will not generate any parking demand when they patronize a coffee shop, deli or shop for a few minutes while on a break. The car of a resident of nearby Lane Parke Apartments would be counted as being parked at the residence, particularly when resident parking is reserved, even when the resident is going to have dinner in the complex. A few residents may even work in the commercial tenant spaces in the complex and be captive.

There are two critical things to consider when making non-captive adjustments. The first is distinguishing between simultaneous and sequential visits. The retail employee who runs over to the supermarket to pick up something during working hours would be counted as parked at the retail location. However, when that employee goes to one of the restaurants for happy hour after work, the car should be counted as being parked for the restaurant not the retail location, even if it has not moved.

Captive market adjustments have been taken in accordance with our understanding of the proposed development program, as well as Walker's professional judgment and experience. Note that when applied to parking demand, we use the percent of customers who are "non-captive." The Noncaptive ratio is an estimate of the percentage of customers who are not already counted as being parked at another land use. Thus, if 10% of a restaurant's patrons patronize at noon on a weekday is captive, the adjustment to parking is 90%.

Step 7: Calculate Required Parking Spaces For Each Scenario

The model calculates the parking demand 18 hours a day for weekdays and weekends for each of 12 months, plus a special period between Christmas and New Year's Day. In the latter period, office and other professional employment parking is reduced, while retail/dining/entertainment is high. Weekend is defined to begin at 5 PM on Friday and continue through Saturday. The parking demand of restaurants and entertainment venues is similar to that on Saturday and thus is included in weekends.

Figure 5 below summarizes the shared parking analysis for weekdays and weekends, while Figure 6 provides the detail for weekdays and Figure 7 presents the weekend analysis.

Figure 5: Shared Parking Demand Summary

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Monday (9:00 a.m.)</th>
<th>Monday (12:00 p.m.)</th>
<th>Monday (6:00 p.m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customers/Visitor</td>
<td>450</td>
<td>432</td>
<td>466</td>
</tr>
<tr>
<td>Employee</td>
<td>182</td>
<td>160</td>
<td>105</td>
</tr>
<tr>
<td>Total</td>
<td>632</td>
<td>592</td>
<td>571</td>
</tr>
</tbody>
</table>


The overall peak is projected to occur on a weekend in December at approximately 1:00 PM, at which time 571 parking spaces are recommended to serve the Phase 1 and Phase 2 commercial restaurant and retail development. On a weekday, the peak hour is at 12 PM, with 562 spaces required.

www.walkscore.com
Figure 6: Weekday Shared Parking Demand

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Project Data</th>
<th>Weekday</th>
<th>Weekday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Ratio</td>
<td>Driving Adj</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>24,133</td>
<td>sf GLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>17,116</td>
<td>sf GLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>5,600</td>
<td>sf GLA</td>
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<tr>
<td></td>
<td></td>
<td>28,684</td>
<td>sf GLA</td>
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<td>24,133</td>
<td>sf GLA</td>
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<td></td>
<td>17,116</td>
<td>sf GLA</td>
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<tr>
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<tr>
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<td></td>
<td>5,600</td>
<td>sf GLA</td>
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<td></td>
<td>28,684</td>
<td>sf GLA</td>
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<td>17,116</td>
<td>sf GLA</td>
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<td>5,600</td>
<td>sf GLA</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>28,684</td>
<td>sf GLA</td>
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</tr>
</tbody>
</table>

Source: Walker Consultants; Shared Parking, 3rd Edition: 2020

Figure 7: Weekend Shared Parking Demand

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Project Data</th>
<th>Weekday</th>
<th>Weekday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Ratio</td>
<td>Driving Adj</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
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<td>24,133</td>
<td>sf GLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>17,116</td>
<td>sf GLA</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5,600</td>
<td>sf GLA</td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>28,684</td>
<td>sf GLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Source: Walker Consultants; Shared Parking, 3rd Edition: 2020
### Figure B: Presence Factors – Monthly Adjustments

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Later Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td>59%</td>
<td>61%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
<td>72%</td>
<td>70%</td>
<td>73%</td>
<td>80%</td>
<td>85%</td>
<td>76%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Employee</td>
<td>59%</td>
<td>61%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
<td>72%</td>
<td>70%</td>
<td>73%</td>
<td>80%</td>
<td>85%</td>
<td>76%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Employee</td>
<td>59%</td>
<td>61%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
<td>72%</td>
<td>70%</td>
<td>73%</td>
<td>80%</td>
<td>85%</td>
<td>76%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>ABC Select Spirits Customers (B1)</td>
<td>59%</td>
<td>61%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
<td>72%</td>
<td>70%</td>
<td>73%</td>
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<td>85%</td>
<td>76%</td>
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<td>100%</td>
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<tr>
<td>Employee</td>
<td>59%</td>
<td>61%</td>
<td>70%</td>
<td>80%</td>
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<td>72%</td>
<td>70%</td>
<td>73%</td>
<td>80%</td>
<td>85%</td>
<td>76%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Greenwise Supermarket Customers (A1)</td>
<td>93%</td>
<td>86%</td>
<td>94%</td>
<td>92%</td>
<td>92%</td>
<td>94%</td>
<td>94%</td>
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<td>95%</td>
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<tr>
<td>Employee</td>
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<td>96%</td>
<td>100%</td>
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</tr>
</tbody>
</table>

| Food and Beverage                    | 88% | 87% | 93% | 93% | 93% | 94% | 90% | 93% | 89% | 89% | 93% | 99% | 100%     |
| Employee                             | 88% | 87% | 93% | 93% | 93% | 94% | 90% | 93% | 89% | 89% | 93% | 99% | 100%     |
| Fast Casual/Quick Service Customers (5 tenants) | 96% | 96% | 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%     |
| Employee                             | 96% | 96% | 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%     |

| Fitness Center Customers (CS and FlA) | 100%| 95% | 83% | 76% | 74% | 65% | 65% | 63% | 72% | 70% | 80% | 85% | 85%       |
| Employee                             | 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 100%| 95%       |


### Figure 9: Presence Factors – Time of Day (Weekdays)

<table>
<thead>
<tr>
<th>Land Use</th>
<th>6 AM</th>
<th>7 AM</th>
<th>8 AM</th>
<th>9 AM</th>
<th>10 AM</th>
<th>11 AM</th>
<th>12 PM</th>
<th>1 PM</th>
<th>2 PM</th>
<th>3 PM</th>
<th>4 PM</th>
<th>5 PM</th>
<th>6 PM</th>
<th>7 PM</th>
<th>8 PM</th>
<th>9 PM</th>
<th>10 PM</th>
<th>11 PM</th>
<th>12 AM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
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<td>0%</td>
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<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td>0%</td>
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<tr>
<td>Employee</td>
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<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Boutique Retail Customers (under 2,000 sf)</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
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<tr>
<td>ABC Select Spirits Customers (B1)</td>
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<td>0%</td>
<td>0%</td>
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<td>Greenwise Supermarket Customers (A1)</td>
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<td>Food and Beverage</td>
<td>0%</td>
<td>0%</td>
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</tr>
<tr>
<td>Fitness Center Customers (CS and FlA)</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
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<td>0%</td>
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<tr>
<td>Employee</td>
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</tbody>
</table>

Study Update 2020

Walker analyzed the data to project the potential future demand based on the existing Phase 1 development and currently proposed Phase 2 development, to include the projected parking demand for the Grand Bohemian Hotel and the Lane Parkie Apartments.

The following assumptions were factored into our 2020 Update analysis:

- One reserved parking space per residential unit. Additional parking spaces per two and three-bedroom units would be shared with the general parking inventory population.
- Traditional retail hours of operation are 10:00 a.m. to 8:00 p.m.
- Boutique retail hours of operation are 10:00 a.m. to 7:00 p.m.
- ABC Select Spirits hours of operation 11:00 a.m. to 7:00 p.m.
- Greenwise Supermarket hours of operation 7:00 a.m. to 9:00 p.m.
- Habitat Feed and Social Restaurant 90% non-captive
- Grand Bohemian Hotel Meeting and Banquet 80% non-captive

Base Project Ratios

Figure 11: Project Base Parking Ratios – Updated Study

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Weekday</th>
<th>Weekend</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Visitor</td>
<td>Employee</td>
</tr>
<tr>
<td>Retail</td>
<td>2.90</td>
<td>0.70</td>
</tr>
<tr>
<td>Traditional Retail Customers (over 2,000 sf)</td>
<td>2.33</td>
<td>0.51</td>
</tr>
<tr>
<td>Boutique Retail Customers (under 2,000 sf)</td>
<td>3.50</td>
<td>0.90</td>
</tr>
<tr>
<td>ABC Select Spirits Customers (A1)</td>
<td>4.00</td>
<td>0.75</td>
</tr>
</tbody>
</table>

Food and Beverage

| Fine/ Casual Dining Customers (4 tenants) | 13.25 | 1.25 | 15.50 | 15.25 | 2.50 | 17.75 |
| Fast Casual/Quick Service Customers (6 tenants) | 22.40 | 2.00 | 14.40 | 12.70 | 2.00 | 14.70 |

Entertainment and Institutions

| Fitness Center Customers (G5 and F11) | 6.60   | 0.40   | 7.00  | 5.50   | 0.25   | 5.75  |
| Hotel and Residential                |        |        |       |        |        |       |
| Hotel/Leisure                        | 1.00   | 0.15   | 1.15  | 1.00   | 0.15   | 1.15  |
| Restaurant/Lounge                    | 6.67   | 1.20   | 7.87  | 6.67   | 1.33   | 9.00  |
| Meeting/Banquet (50 to 100 sq ft/key) | 17.00 | 1.35   | 18.35 | 8.65   | 1.33   | 10.00 |
| Residential, Suburban                 |        |        |       |        |        |       |
| Studio Efficiency                    | 0.10   | 0.85   | 0.95  | 0.15   | 0.85   | 0.30  |
| 1 Bedroom                            | 0.10   | 0.90   | 1.00  | 0.15   | 0.90   | 1.85  |
| 2 Bedrooms                           | 0.10   | 1.65   | 1.75  | 0.15   | 1.65   | 3.80  |
| 3+ Bedrooms                          | 0.10   | 2.50   | 2.60  | 0.15   | 2.50   | 5.25  |
| Office                               |        |        |       |        |        |       |
| Built Capital Visitors (C4b)         | 0.30   | 3.50   | 3.80  | 0.03   | 3.50   | 3.53  |
| Bank Customers (D1, D4, D1)          | 3.50   | 2.50   | 6.00  | 3.00   | 1.75   | 4.75  |

Source: Walker Consultants; Shared Parking, 3rd Edition; 2020
The following figures have been included to show the peak-hour demand by time of day for the weekday and weekend models.
### Figure 16: Weekend Estimated Peak-Hour Parking Demand (Updated Study)

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Vehicles per Hour</th>
<th>Land Use</th>
<th>Number of Employees</th>
<th>Parking Efficiency</th>
<th>Parking Demand</th>
<th>Actual Parking Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Retail Customers</td>
<td>22.0</td>
<td>Shopping</td>
<td>0</td>
<td>1.25</td>
<td>15.0</td>
<td>6.5</td>
</tr>
<tr>
<td>Mall</td>
<td>20.0</td>
<td>Shopping</td>
<td>0</td>
<td>1.25</td>
<td>12.0</td>
<td>4.8</td>
</tr>
<tr>
<td>Mall with Office/Industrial</td>
<td>22.0</td>
<td>Office</td>
<td>0</td>
<td>1.25</td>
<td>15.0</td>
<td>6.5</td>
</tr>
<tr>
<td>Mall with Office/Industrial</td>
<td>20.0</td>
<td>Office</td>
<td>0</td>
<td>1.25</td>
<td>12.0</td>
<td>4.8</td>
</tr>
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<td>12.0</td>
<td>4.8</td>
</tr>
</tbody>
</table>

**Source:** Walker Consultants, Shared Parking, 3rd Edition, 2020

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### Other Information

- **Land Use:** Shopping, Office, Industrial
- **Parking Efficiency:** 1.25
- **Parking Demand:** Estimated for peak hours
- **Actual Parking Demand:** Calculated based on efficiency

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**Note:** The table above represents estimated peak-hour parking demand for various facilities, considering different land uses and parking efficiencies.
DATE: February 22, 2021

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, Director of PB&S

RE: Small Cell ORD Revisions (to conform to adopted FCC Guidelines)

The revised Small Cell Ordinance proposed herein is intended to change certain pricing and administrative provisions that are in Mountain Brook’s existing Ordinance so as to be consistent with FCC regulations on those subjects.

Mountain Brook’s Small Cell Ordinance is actually exempt from application of the new State Small Cell Law as outlined in new State Small Cell Legislation in SB 76 & HB 251 which passed each chamber, but that, before that law was sent to Governor Ivey for her signature, an amendment was made to it in Section 11, which provides as follows:

HB 251
“Section 11. This act does not apply to an authority that has entered into an agreement with a wireless provider, or that has adopted an ordinance or other resolution, relating to the permitting of small wireless facilities and poles in the rights-of-way of the authority before May 1, 2021. In order to remain exempt from the provisions of this act, an authority shall modify the local agreement, ordinance, or resolution to be in compliance with applicable federal laws, orders, or regulations within 90 days from a final non-appealable federal order, rule, or regulation relating to small wireless facilities.”

Mountain Brook passed its Small Cell Ordinance several years ago, so Mountains Brook would be excluded from application of the New State Law if Governor Ivey signs that law.

While the city is not likely to be held to the provisions of said state law, the Small Cell Ordinance proposed herein includes aesthetic provisions (as to the height of poles) so as to align with the height limits set forth in the new State small cell legislation (SB 76 & HB 251).