

**PRE-MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL ROOM (A106)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**FEBRUARY 11, 2019 6:15 P.M.**

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1. Consultant selection for APPLE grant study of Overton Road-Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham (See attached information. This item may be added to the formal agenda.)
2. Budget amendment for parking control vehicle- Chief Cook (See attached information. This item may be added to the formal agenda.)
3. Sunday alcohol sales-Whit Colvin (See attached information. This item may be added to the formal agenda.)
4. Traffic signals modifications on Euclid Avenue at Dan Watkins Road-Ronnie Vaughn and Sam Gaston (See attached information.)

**Statement of Interest  
Advance Planning Programming and Logical Engineering  
City of Mountain Brook – Overton Road Traffic Study**

**Understanding of the Proposed Project**

Skipper Consulting is pleased to provide this response to your Notice of Need of Professional Services for the preparation of an Advanced Planning Programming and Logical Engineering (APPLE) study of Overton Road from U.S. Highway 280 to Liberty Parkway in the cities of Mountain Brook and Vestavia Hills, Alabama. It is our understanding that the nature of the proposed project will be to conduct a study to evaluate near-term and long term improvements on a per-intersection and corridor-wide basis to correct current and future deficiencies in capacity and safety. Essential to the work is the accurate forecasting of future year traffic, particularly in light of impending developments in Liberty Park. The scope of work is to include: 1) assessing existing conditions, 2) forecasting future year traffic, 3) developing and analyzing improvement alternatives, and 4) preparing a recommended plan of action to address the project need and the development of cost estimates to construct the recommended alternative

**Approach to the Proposed Project**

Our initial work on the project scope of work involves three primary tasks: Task 1) data collection and analysis, Task 2) preparation of alternative improvements and sketch plans, and Task 3) final documentation and presentations. Included in Task 1 will be a comprehensive traffic analysis of Overton Road from U.S. Highway 280 to Liberty Parkway. The traffic analyses for the study will be conducted on an intersection-level and for the a.m. and p.m. peak hours of traffic flow. Task 2 would include preparation of alternative improvements and conceptual plans. The alternative improvements and conceptual plans will include impacts to environmental resources, utilities and anticipated right-of-way acquisitions. Specific attention will be paid to the need for pedestrian features and interconnectivity in the corridor. Documentation prepared in Task 3 will include estimates and funding source identification for the proposed improvements. It is recognized that involvement with the City of Vestavia Hills and Jefferson County Roads and Transportation will be needed throughout the course of the project.

**Recent Relevant Experience**

Skipper Consulting has a rich history in performing traffic engineering and transportation planning efforts in the Overton Road corridor. The following is a representative list of traffic engineering studies and transportation planning projects undertaken by Skipper Consulting, Inc. on Overton Road:

Overton Road at South Brookwood Road	April 2002, April 2015, and March 2018
Overton Publix	November 2002
Overton Road at Ashbury	December 2006
Overton Village	June 2007
Overton Road at Briar Oak Drive	April 2012 and January 2018
U.S. Highway 280 at Overton Road	January 2013
Cahaba River Park	November 2014
Brookwood Forest Elementary School	December 2014
Overton Road at North Woodridge	May 2016

**Project Staff**

The project manager for Skipper Consulting, Inc. will be Richard L. Caudle, P.E. Mr. Caudle will be familiar to both the staff of the RPC and the City of Mountain Brook due to his long-term and detailed involvement with traffic engineering and transportation planning for both organizations. The staff of Skipper Consulting possess over 120 years of professional experience in traffic engineering and transportation planning. We look forward to the opportunity to work with the RPC and the City of Mountain Brook on this project.

January 16, 2019

Mr. Mike Kaczorowski  
Principal Planner for Transportation  
Regional Planning Commission of Greater Birmingham  
Two 20<sup>th</sup> Street North, Suite 1200  
Birmingham, AL 35203

RE: Statement of Interest  
Overton Road Traffic Study: APPLE

Neel-Schaffer, Inc. is pleased to submit this Statement of Interest to provide consultant services for the Overton Road Traffic Study in support of the Regional Planning Commission of Greater Birmingham's (RPCGB) Advance Planning, Programming, and Logical Engineering (APPLE) program. Our Birmingham office will be responsible for the delivery of services and has the staff and skills needed to provide the full range of services for this project. We have extensive experience performing traffic and safety studies and have led hundreds of road safety assessments (RSAs) at intersection and roadway sites throughout Alabama. Each RSA involved reviewing traffic and crash data, performing a site visit to observe existing conditions and traffic operations, proposing improvements to address the identified deficiencies and increase safety, and preparing a detailed report documenting all findings and proposed improvements.

Our approach will be to meet with City personnel and assist them in selecting 8-10 sites to be included in the project. Base maps for each site will be developed in GIS. Traffic data will be collected where needed, and a traffic operations analysis will be performed at each location. We will visit the sites to conduct field reviews of existing conditions (infrastructure, traffic conditions, sight distance, etc.). Our office is close to Vestavia Hills, so we are very familiar with the City's roadway network. We will also review and analyze crash data at each location. All findings will be documented in a technical memorandum that will be presented to the City. Based on the data identified in the research phase, two improvement alternatives will be identified for each site to correct deficiencies in intersection capacity and safety. These improvements will be shown on conceptual drawings, and an estimated cost will be developed for each alternative. We will meet with the City to present the alternatives and will incorporate their comments into the final drawings. A draft report will be prepared for City review and comment prior to preparation of a final report.

Becky Rogers, P.E., PTP, will serve as Project Manager for this study. Becky is a Senior Project Manager with 18 years of experience. She has both led and participated in a wide variety of planning, engineering, and safety projects including corridor studies, long range transportation plans, congestion management plans, ADA transition plans, and access studies. She has led numerous road safety assessments where her team visited roadway and intersection sites throughout Alabama to assess safety issues and propose countermeasures to improve safety and traffic flow. As both an engineer and planner, she brings a unique perspective to analyzing conceptual improvement alternatives. Becky has worked closely with many different municipalities, MPOs, and state DOTs.

Bob Portera, P.E., will serve as Senior Engineer and Planner. He has over 30 years of experience including extensive expertise in transportation alternatives analysis. Bob has participated in numerous road safety assessments throughout Alabama.

Shane Bergin, P.E., PTOE, from our Mobile Office will serve as lead Traffic Engineer. He has extensive experience in traffic analysis and has led many traffic studies. Shane also led many of the road safety assessments throughout south Alabama.

Tim Joiner, P.E., will serve as a Roadway Engineer. He has worked on a wide variety of roadway design projects and has led numerous road safety assessments in central Alabama.

Traffic Data, LLC is located in the Birmingham Area and will be teaming with us to provide traffic data collection. This firm is very experienced and has been collecting traffic data under Darrell Vines' leadership since 1990.

Neel-Schaffer has the qualifications, experience, and capacity to deliver a high-quality study on time and within budget. As shown above, we have extensive experience performing traffic operations studies, and we understand the scope and available resources. For these reasons, we respectfully request the opportunity to work with you on this study.

Sincerely,  
NEEL-SCHAFFER, INC.



Mary Margaret Nicholson, P.E.  
Vice President/Engineer Manager



January 16, 2019

Mr. Mike Kaczorowski, P.E.  
Birmingham Regional Planning Commission  
Two 20<sup>th</sup> Street North, Suite 1200  
Birmingham, AL 35203

Subject: Statement of Interest to Provide Professional Services for  
Advance Planning Programming & Logical Engineering (APPLE)  
Overton Road Traffic Study, Mountain Brook, Alabama

Dear Mike:

Please accept this letter as indication of Sain Associates' interest in providing professional engineering and transportation planning services for the above-referenced project. Sain Associates is very familiar with the study corridor and has discussed the project with the City of Mountain Brook.

As you know, we have a great deal of experience in producing advance planning reports and corridor studies and helped develop the processes for the APPLE program with RPCGB. Our staff has expertise in traffic forecasting, capacity and access management planning, road safety, environmental planning, bicycle and pedestrian planning, and roadway design. These skills allow us the ability to perform all project functions necessary to conduct a thorough advance planning study. We have demonstrated our capabilities in this type of planning study through our work on the US-411 APPLE study which included the evaluation of intersection operations and geometric improvements along an approximate three mile corridor in St. Clair County. Additionally, we are currently preparing an Operations and Safety Analysis for a 3.5 mile segment of US-72 for ALDOT North Region. We know the Mountain Brook and Vestavia street systems very well and have provided engineering services on several projects along or near Overton Road.

Based upon our experience with similar projects, we anticipate that the following items will also be important to the planning process and final document:

- Topographical challenges associated with potential improvements and best options for addressing those challenges
- Pedestrian accommodation and connectivity
- Impacts to adjacent properties and mitigation options for reducing disturbance
- Environmental impacts, especially stream impacts
- Prioritization of potential improvements

We appreciate your consideration of Sain Associates for this APPLE assignment and look forward to the possibility of working again with the RPCGB and the City of Mountain Brook.

Sincerely,

A handwritten signature in black ink that reads "Becky White". The signature is written in a cursive, flowing style.

Becky White, PTP  
Principal/Owner

A handwritten signature in black ink that reads "Alicia Bailey". The signature is written in a cursive, flowing style.

Alicia Bailey, P.E.  
Infrastructure Team Leader  
Alabama Reg. #26339

**DRAFT - AGREEMENT FOR SERVICES**

This Agreement for Services (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Regional Planning Commission of Greater Birmingham, a regional planning and development commission organized and existing under the laws of the State of Alabama ("RPCGB"), and the City of Mountain Brook, Alabama, a municipal corporation (the "Governmental Entity" or "City").

**WITNESSETH:**

**WHEREAS**, the Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for a "Overton Road Traffic Study" (the "Project");

**WHEREAS**, the Project has been selected for funding under the APPLE program;

**WHEREAS**, the APPLE grant for the Project will fund 80% (or \$48,000) of the total Project cost of \$60,000, and the Governmental Entity will provide a local match in the amount of \$12,000 (or 20%) of the total Project cost;

**WHEREAS**, pursuant to the terms of this Agreement, RPCGB is being engaged by the City to perform the services contemplated for the Project; and

**WHEREAS**, the parties agree to work in good faith to complete the Project in a timely and professional manner.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the RPCGB and the Governmental Entity agree as follows:

1. **Engagement of RPCGB.** The Governmental Entity hereby agrees to engage RPCGB to perform the Project and services which are identified and described in the "Scope of Work" set forth on Exhibit A, which is attached hereto and incorporated herein by reference. RPCGB, from time to time, may request changes in the Scope of services to be performed. Such changes shall be memorialized by written amendments to this Agreement that is signed by both parties; these changes may include an increase or decrease in the amount of Governmental Entity's local match.

The Governmental Entity authorizes RPCGB to engage a third party consultant(s) that has been approved by the City to assist in performing the Scope of Work. The RPCGB is responsible for supervising, managing and paying any third party consultant for any services it performs so that the Project may be completed in the orderly flow of the work.

2. **Compensation.** The parties agree that the total Project cost is \$60,000 (including the local match), and that the RPCGB will receive that total amount in consideration for its performance of the services contemplated herein. The payment of this amount shall constitute full and complete compensation for the services to be provided by RPCGB directly, by its consultants or otherwise secured by RPCGB for the Project, and includes all expenses arising from the performance of this Agreement.

3. **Payment by City.** The City shall make payment to RPCGB for services in one (1) lump sum installment of \$12,000 (the local match) within thirty (30) days after the receipt of invoice from the RPCGB. If this compensation is not paid when due, RPCGB shall not engage in the provision of the contemplated services nor shall RPCGB employ third party consultant(s) for the Project until such time as payment is made. If after a period of sixty (60) days from the date of invoice the compensation is not paid, the Governmental Entity acknowledges that it may forfeit all claims to the awarded amount for the Apple grant for the Project.

Upon the successful completion of the Project and the generation of the contemplated grant funds, the City agrees to execute appropriate documents and otherwise cooperate with the RPCGB so it can receive those funds in consideration for the balance of the total Project costs payable to it for its services.

4. **Time of Performance.** The RPCGB shall commence its performance of services immediately after the receipt of payment by the Governmental Entity, and the RPCGB shall complete Project in accordance with the schedule set forth in Exhibit A.

5. **Financial Records.** RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by the Governmental Entity in accordance with this Agreement. RPCGB shall allow the Governmental Entity to examine, copy, and audit all such books, records and procedures upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. The obligations in this provision shall survive the termination of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by the Governmental Entity to RPCGB for the services contemplated herein shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPCGB represents that it employs or will engage all personnel required to perform the services made the subject to this Agreement. Any such personnel shall not be employees of or have any contractual relationships with the Governmental Entity relative to the Project, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. **Cooperation.** All information, data, reports, records and maps as are available, existing and necessary for performing the contemplated work shall be assembled for the Governmental Entity by RPCGB or the third party consultant(s) employed by it. The Governmental Entity agrees to cooperate with RPCGB and the third party consultants(s) employed by RPCGB in all reasonable ways to allow them to conduct their planning and development work without undue delay.

The RPCGB and Governmental Entity will ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the State of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement,

the RPCGB and Governmental Entity agree that their agents, servants, officers, officials, and employees, in both their official and individual capacities, shall not discuss, disclose, use, publish, or release the data provided pursuant to the above referenced request without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the State of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The State of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Ownership of Data.** The Governmental Entity shall retain title to and all ownership rights of all data and content provided by it to RPCGB for the Project, including but not limited to geographic information systems, databases, maps, multimedia or images (graphics, audio and video), text and the like provided by the Governmental Entity. The City grants RPCGB the right to access and use this content for the purpose of complying with its obligations under this Agreement.

10. **Ownership of Work Product.** Upon completion of the work or elements thereof that are described in the attached Scope of Work, all reports, data, artwork, maps, stencils, negatives, plates and other supporting materials prepared by RPCGB as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of the Governmental Entity.

11. **Substantial Changes by City in Final Work Product.** If the City makes any substantial changes to the final work product after the Governmental Entity has taken delivery and accepted that product, those changes shall not be attributed by the City to the RPCGB. Substantial changes are defined as changes to plan content, policy and physical development recommendations, regulations, codes, and ordinances that diminish the intent and ability of the plan document to achieve its stated goals as agreed to and accepted by the Governmental Entity.

12. **Assignment/No Third Party Beneficiaries.** Neither party may assign this Agreement, or any of its rights, benefits or obligations herein, without the prior written consent of the other party. Further, this Agreement does not confer, and is not intended to create, any rights or benefits for any third party that is not a signatory to this Agreement.

13. **Equal Employment Opportunity.** In performing the work, RPCGB and its third party consultant(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

14. **Termination.** If RPCGB fails to perform any of its material obligations under this Agreement in a timely and proper manner, or if RPCGB shall violate any of the covenants, agreements, or stipulations of this Agreement, the Governmental Entity may give written notice of that breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity within thirty (30) days following RPCGB's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPCGB. In the event of such termination, the Governmental Entity shall be entitled to a refund from RCPGB of any compensation paid by the City that is not earned by RCPGB for services that it did not perform by the effective date of termination.

15. **Relationship of the Parties.** The RPCGB is an independent contractor of the City, and nothing contained in this Agreement shall be deemed to create any agency, joint venture, partnership or employer/employee relationship between them. Neither party shall

have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPCGB's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

16. **Notices.** Any notice to a party hereunder that is contemplated in this Agreement shall be in writing and deemed given when it is either (a) personally delivered, or (b) sent by certified or registered mail, return receipt requested, to

If to RPCGB:

Regional Planning Commission of Greater Birmingham  
Center for Regional Planning and Design  
Two 20th Street North, Suite 1200  
Birmingham, Alabama 35203  
Attention: Michael Kaczorowski

If to Governmental Entity:

City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213  
Attention: Sam Gaston - City Manager

or at such other address as either party may advise the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement effective as of the date and year first above written.

City of Mountain Brook, Alabama

By: \_\_\_\_\_

Its: \_\_\_\_\_

Regional Planning Commission of Greater Birmingham

By: \_\_\_\_\_  
Charles E. Ball

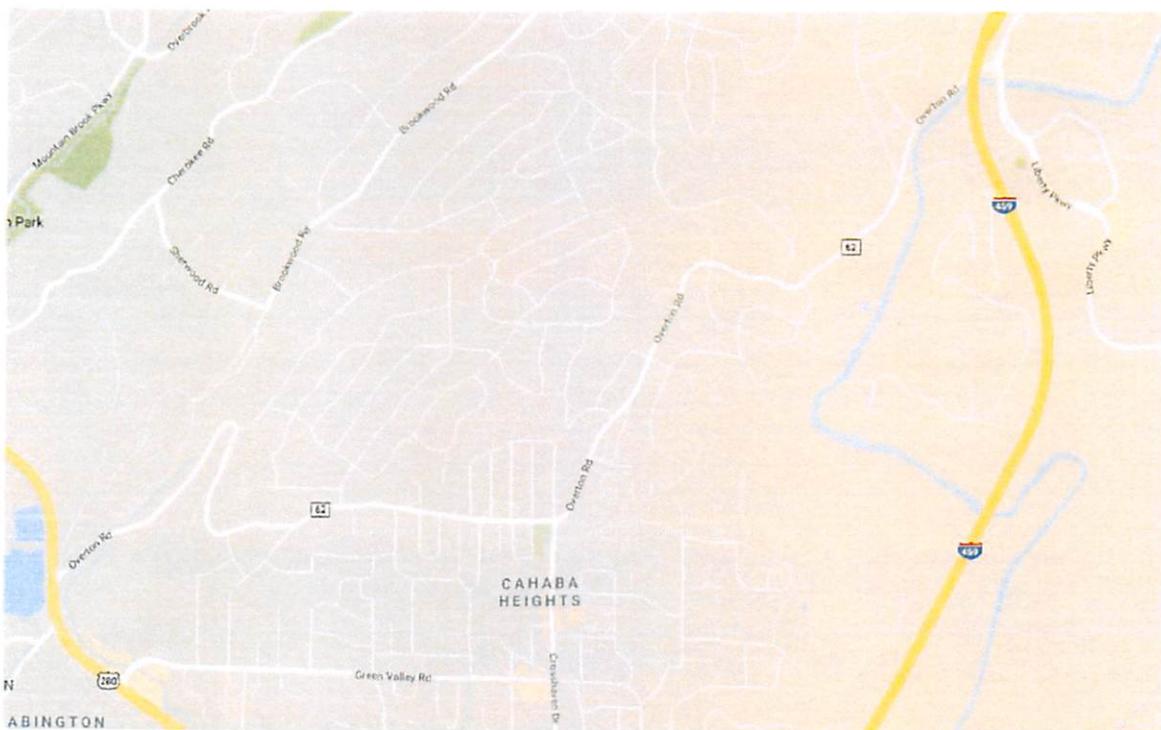
Its: \_\_\_\_\_  
Executive Director

## Exhibit A – Scope of Work

### Mountain Brook/Vestavia Hills – Overton Road Traffic Study Feasibility Study: APPLE

#### Project Summary

The Overton Road Traffic Study will conduct traffic and safety operational evaluations of selected intersections throughout the Overton Road corridor between US-280 and Liberty Parkway. Vestavia Hills is expecting significant residential and commercial growth in Liberty Park. This growth will add to the existing congestion along the Overton Road corridor. The study will perform the analyses necessary to identify both near-term and long-term improvements to correct current and future deficiencies in intersection capacity and safety. The study will develop conceptual drawings that illustrate recommended improvements and develop an estimate of probable construction costs.



#### PROJECT TASKS

The project tasks and subtasks required to address the scope of work shall include the following:

##### **Task 1: Existing Conditions**

- A. Solicit input/comments from City officials to determine the locations to be studied
- B. Finalize a list of potential locations to be studied with the City
- C. Develop base maps using GIS data and aerial photography.
- D. Collect appropriate traffic data as necessary to analyze traffic operations.
- E. Conduct field reviews and observe existing traffic conditions.
- F. Review and analyze crash data.

## Exhibit A – Scope of Work

### Task 2: Concept Plan Development and Evaluation

- A. Collect appropriate data on future developments from both Cities.
- B. Forecast future traffic volumes on the corridor.
- C. Identify and analyze potential improvements.
- D. Prepare conceptual drawings illustrating potential improvements.
- E. Prepare a preliminary estimate of planning level costs.
- F. Prepare for and attend two meetings (potentially one with each City) to present findings.
- G. Revise plans to incorporate comments that may be received.
- H. Prepare a draft Advanced Planning Report document.
- I. Submit the draft document for review.
- J. Revise the Advanced Planning Report document based on comments that may be received.
- K. Submit the final Advanced Planning Report document.

### Project Schedule

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule

Task	Months					
	1	2	3	4	5	6
1. Existing Conditions						
2. Concept Plan Development and Evaluation						

### Exclusions from Scope of Work

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final plan after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

### Crash Data Restrictions

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions. [See Article 8 of the Agreement.]

## Sam Gaston

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**From:** Ted Cook  
**Sent:** Monday, February 04, 2019 3:06 PM  
**To:** Sam Gaston; Steve Boone  
**Subject:** Fwd: Parking Control Vehicle  
**Attachments:** 2018 Ford Fiesta.xls

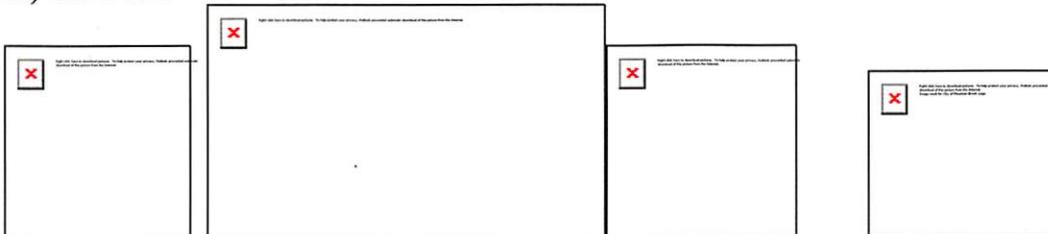
Sam,

Please see Lt. Carmack's email below. Basically, the Parking Control car has developed some type engine problem. Best guess from the shop is it could be \$7500 or more to repair. That is more than the car is currently worth. We thought we could extend it another year or two due to its low mileage, however that is simply not feasible any longer. While we did not budget for using ERS moneys to replace it there should be money in ERS for it. Could we add to the next Council Agenda for Council consideration?

Thanks

Teed

**Chief Ted Cook**  
**Mountain Brook Police Department**  
**101 Tibbett St.**  
**Mountain Brook, AL 35213**  
**(205) 802-3852**



----- Forwarded message -----

**From:** Jason Carmack <[carmackj@mtnbrook.org](mailto:carmackj@mtnbrook.org)>  
**Date:** Mon, Feb 4, 2019 at 2:45 PM  
**Subject:** Parking Control Vehicle  
**To:** Ted Cook <[cookt@mtnbrook.org](mailto:cookt@mtnbrook.org)>  
**Cc:** Greg Hagood <[hagoodg@mtnbrook.org](mailto:hagoodg@mtnbrook.org)>

Chief, could we put an item on the agenda for the upcoming City Council meeting scheduled for February 11th? I'd like to seek the Council's approval to purchase a new parking control vehicle. We did not include this purchase in this year's budget, however, our current vehicle now needs a new engine. Mechanics from public works estimate the cost for repairing our current vehicle, a 2009 Smart Car, to be at least \$7,500. The cost to repair the vehicle is more than the car is worth. We purchased our current parking control vehicle in 2010, and it has an ERS life of 5 years. In preparing the current budget this past year, I evaluated the condition of this vehicle to see if it needed replacing. It only has 47,172 miles on it, and the mechanics at public works said that they'd not experienced any significant problems with the vehicle. At the time, we didn't think we needed to seek a replacement given the condition of the car. The Smart Car was purchased for approximately \$17,000. The replacement vehicle I'm looking at would cost \$13,552. It is a 2018 Ford Fiesta SE, is currently on the state bid and is on the lot at Stivers Ford. The 2019 model will not be on the bid next year. Public works

mechanics have agreed that the Fiesta will be easier to service than the Smart Car and more inexpensive. The new Smart Cars I've seen seem to range in price somewhere around \$25,000 to 30,000. I don't have quotes for the new vehicle's graphics or lighting equipment as of right now but am working to get them. The quote for the Fiesta sent by Stivers is attached.

**Lt. Jason Carmack**  
**Patrol Division**  
**Mountain Brook Police Department**  
**101 Tibbett Street**  
**Mountain Brook, AL 35213**  
**(205) 802-3858**





# Quote



P O BOX 1515  
 WETUMPKA, AL 36092  
 (334) 241-5200  
 Robertsdale: (251) 225-4135

Order Number: 19-0220  
 Order Date: 2/7/2019

Salesperson: No Salesperson

Customer Number: 01-0013016

**Sold To:**  
 CITY OF MOUNTAIN BROOK  
 P.O. BOX 130009  
 POLICE DEPT  
 ACCOUNTS PAYABLE  
 MOUNTAIN BROOK, AL 35213  
**Confirm To:**

**Ship To:**  
 CITY OF MOUNTAIN BROOK  
 P.O. BOX 130009  
 POLICE DEPT  
 ACCOUNTS PAYABLE  
 MOUNTAIN BROOK, AL 35213

Customer P.O.	Ship VIA	F.O.B.		Terms		
traffic car				Net 30		
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
AVC21AA	EACH	2.000	0.000	0.000	213.600	427.20
DUAL AVENGER II SOLO AMB/AMB			Whse: 001			
FRONT WINDOW						
AVBKT5D	EACH	2.000	0.000	0.000	15.300	30.60
DUAL HEADLINER MOUNT KIT			Whse: 001			
WIONA	EACH	2.000	0.000	0.000	90.000	180.00
WIDE ANGLE ION LIGHT AMBER			Whse: 001			
REAR SIDE WINDOWS						
AVC21AA	EACH	2.000	0.000	0.000	213.600	427.20
DUAL AVENGER II SOLO AMB/AMB			Whse: 001			
REAR WINDOW						
AVBKT5D	EACH	2.000	0.000	0.000	15.300	30.60
DUAL HEADLINER MOUNT KIT			Whse: 001			
/INSTALL KIT	EACH	1.000	0.000	0.000	40.000	40.00
WIRE, TERMINAL & SUPPLIES						
/LABOR	EACH	8.000	0.000	0.000	60.000	480.00
LABOR						

All quotes are based on Manufacturer's pricing on the date of the quote. All quotes are subject to changes in manufacturer's pricing, after the "QUOTE EXPIRES" date that appears above. All quotes are subject to availability. Many items require 3 to 12 weeks lead time, therefore, orders should be booked as early as possible. Most items will incur freight charges. SPECIAL ORDERS are NON-CANCELABLE and NON-RETURNABLE.

Net Order:	1,615.60
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>1,615.60</b>



3240 Mike Collins Drive  
 Eagan, MN 55121  
 888-683-9665 Toll free  
 651-683-9740 Fax

# Quotation

Date	Estimate #
2/1/2019	16000

Bill To
Mountain Brook Police Dept. Sgt Drew Evans 101 Tibbett Street Birmingham, AL 35213 EMAIL INVOICES:evansdr@mtnbrook.org

Ship To
Mountain Brook Police Dept. Sgt Drew Evans 101 Tibbett Street Birmingham, AL 35213

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	1 week	Dani	Vehicle Graphics	
Qty	Description	Price	Total	
1	ULT-2123 Modified Reflective Graphic Kit (Parking Control Version) for a 2018 All WHITE Ford Fiesta Sedan (Unit # 71) No Badge. ***PARKING CONTROL lettering also in Black and placed above Mountain Brook lettering ***MOUNTAIN BROOK lettering to be BLACK for an all White Vehicle.	431.00	431.00	
1	(B1) Solid White Reflective Bumper Stripes	34.00	34.00	
	Estimated Shipping/Handling	22.00	22.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X \_\_\_\_\_

<b>Subtotal</b>	<b>\$487.00</b>
<b>Sales Tax (0.00)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$487.00</b>

**RESOLUTION NO. 2019-017**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council of the City of Mountain Brook hereby requests that the elected officials representing the City of Mountain Brook in the House of Representatives and the Senate of the State of Alabama:

1. Introduce, sponsor and support legislation granting the City Council authority to approve the sale of alcoholic beverages in the City of Mountain Brook, Alabama for on-premises consumption on Sunday commencing at 10:00 a.m.
2. Consider whether other cities located within Jefferson County should be included in the proposed legislation where participation by such cities shall require their adoption of an ordinance or resolution authorizing such sales

**ADOPTED:** This 11th day of February, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 11th day of February, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on February 11, 2019, as same appears in the minutes of record of said meeting.

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

1 SB384  
2 189438-4  
3 By Senator Coleman-Madison (N & P)  
4 RFD: Local Legislation, Jefferson County  
5 First Read: 13-MAR-18

1 SB384

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With Notice and Proof

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6 ENROLLED, An Act,

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Relating to the City of Birmingham in Jefferson

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County; to authorize the Birmingham City Council to authorize

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the sale of alcoholic beverages within the corporate limits of

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the city for on-premises consumption on Sunday commencing at

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10:00 a.m.

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BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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Section 1. This act shall only apply to the City of

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Birmingham in Jefferson County.

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Section 2. In addition to any other authority for

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the sale of alcoholic beverages on Sunday, the Birmingham City

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Council may authorize the sale of alcoholic beverages for

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on-premises consumption on Sunday commencing at 10:00 a.m.

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Section 3. The provisions of this act are

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supplemental and shall not be construed to repeal any other

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law except to the extent of any direct conflict with this act.

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Section 4. This act shall become effective

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immediately following its passage and approval by the

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Governor, or its otherwise becoming law.

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President and Presiding Officer of the Senate

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Speaker of the House of Representatives

SB384  
Senate 20-MAR-18  
I hereby certify that the within Act originated in and passed  
the Senate.

Patrick Harris,  
Secretary.

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House of Representatives  
Passed: 22-MAR-18

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By: Senator Coleman-Madison

# Memorandum

To: Sam Gaston  
Ronnie Vaughn  
Ted Cook  
Jason Carmack

From: Richard L. Caudle, P.E.

Date: February 6, 2019

Subject: Euclid Avenue at Dan Watkins Drive/Memory Court

Skipper Consulting has examined the request received by the City of Mountain Brook from Mr. Bart Morrow dated February 4, 2019 regarding the traffic signal indications facing westbound Euclid Avenue approaching Dan Watkins Drive and Memory Court. Apparently, Mr. Morrow has seen several conflicts related to traffic running the red light on Euclid Avenue at Dan Watkins Drive because the drivers are paying more attention to the green signal indications for traffic at the Memory Court intersection.

A field review indicated that the signal heads facing westbound Euclid Avenue at Memory Court are indeed visible from east of Dan Watkins Drive, and they are in conflict with the signal indications when Dan Watkins Drive has a green indication. The photograph on the following page shows this conflict.

This situation is necessary so that traffic exiting Dan Watkins Drive has a green indication to proceed westbound through Memory Court onto Country Club Road. Otherwise traffic exiting Dan Watkins Drive would fill the stacking area between Memory Court and Dan Watkins Drive such that the westbound traffic on Euclid Avenue would encounter the end of a queue of cars when they get a green indication at Dan Watkins Drive rather than being able to proceed freely through the Memory Court intersection.

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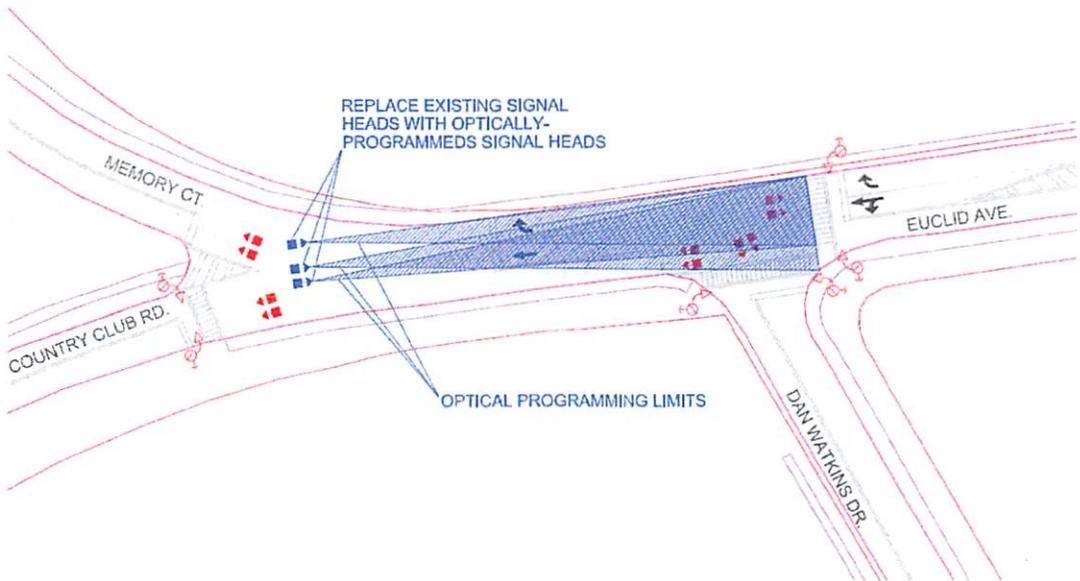
There are potential solutions to the problem. Based on our field review, we recommend that the City take the following steps immediately:

1. Remove the louvers from the signal heads facing Euclid Avenue westbound at Dan Watkins Drive.
2. Adjust the aim of the signal heads, particularly the rightmost head, facing Euclid Avenue westbound at Dan Watkins Drive. They appear to have shifted from their original aiming.



Furthermore, we recommend the following that the City take the following actions in the near future:

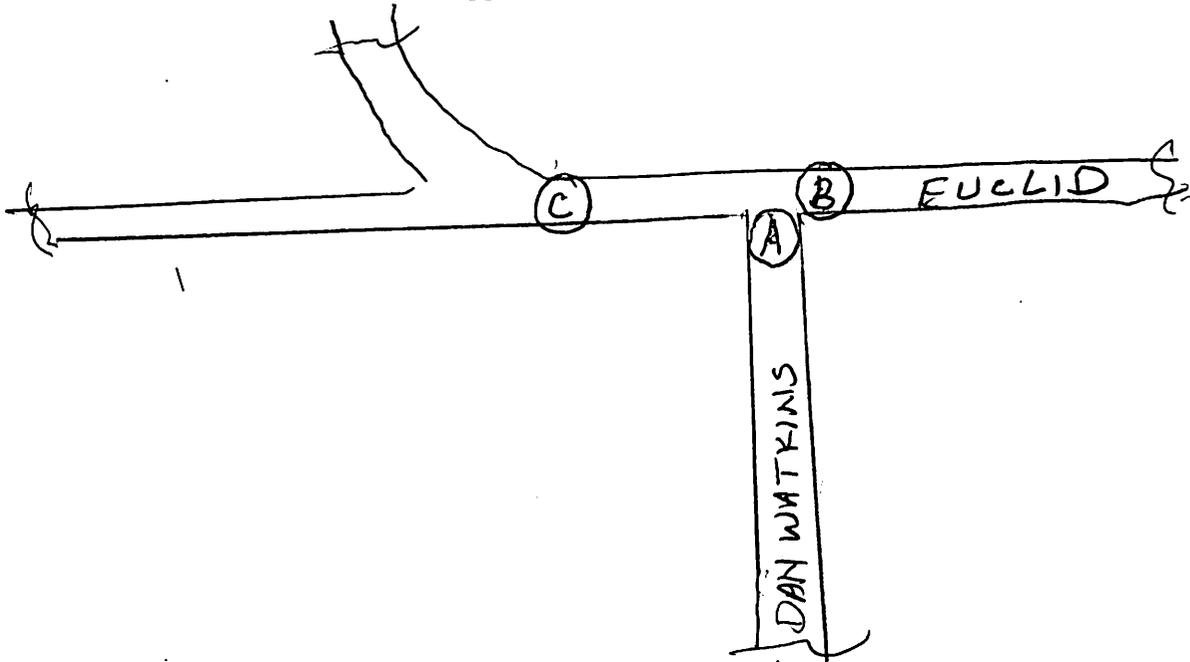
- 1. Replace three existing traffic signal heads facing Euclid Avenue westbound at Memory Court with optically programmed signal heads. Two of the signal heads are three section heads. One signal head is a single section green arrow head. A picture of these signal heads is shown below. The recommended optical programming range is shown in the Figure below.



February 6, 2019

The cost estimate for the three new traffic signal heads, including labor and installation, would be approximately \$5,650. The signal heads would take approximately 4-6 weeks to procure once ordered, and could be installed by a traffic signal contractor in less than four hours. The City would need to provide police officer support during construction.

It happened again yesterday. That was at least the fourth time I have experienced a near-wreck at the intersection of Dan Watkins and Euclid. See the sketch below with an explanation of what happens at that intersection.

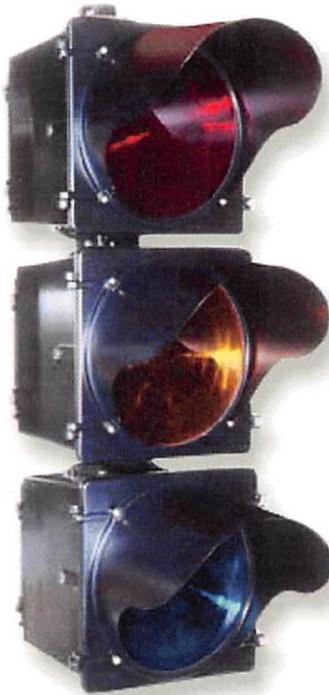


1. Cars are waiting for a green light at A on Dan Watkins.
2. When the light at A turns green, the light at B turns red, and the one at C turns green.
3. Frequently, the drivers coming from the right on Euclid do not see the red light at B, but concentrate on the green light at C. Yesterday the car turning left from Dan Watkins to Euclid saw the car blow past the red light and was able to stop before being hit.

I don't know the best fix, but here are two suggestions: add a strobe to the red light at B (like on 280 at the 459 intersection), and add a sign on the right side of Euclid that says "Stop Here on Red".

Bart Morrow  
10 Norman Drive  
870-8784  
2-4-19

# Programmable Traffic Signal



Cabinets  
Controllers  
**Signals**  
Signs  
Software  
Specialty

## Overview

McCain's Programmable Traffic Signals are rugged, high performance, directional traffic signals used to limit signal visibility to specific target areas and increase intersection safety. These 12-inch traffic signals feature a focused and directional beam for precise lane control or to avoid motorist confusion when two intersections are in close proximity. McCain, an industry leader in signal manufacturing and supply, offers an extensive range of configurations and accessories, including backplates, visors, and signal assemblies to match all your traffic signal requirements.

## Benefits

- Provide superior visibility
- Help reduce accidents and improve traffic flow
- Configure to meet your needs and specifications
- Stand the test of time with weather-tight doors and corrosion-resistant aluminum fabrication
- Available with a full range of accessories including; backplates, visors, and mounting hardware

## Product Description

The McCain aluminum Programmable Traffic Signals are modular in design allowing them to be assembled in a variety of configurations. Signals are compatible with 115 VAC, three-prong, incandescent bulbs, and LED assemblies.

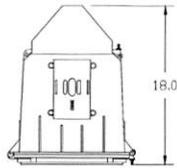
Programming is accomplished through the use of a Fresnel lens and a smaller clear lens. Masked-off portions of the smaller lens control which signal faces each lane sees during approach.

Signal sections can be tilted in two-degree increments for a maximum of ten degrees above and below the horizontal axis while still maintaining a common vertical axis.

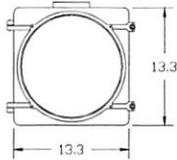
The incandescent version of the signal head has an automatic dimming circuit to adjust light output according to environment conditions.

# Programmable Traffic Signal

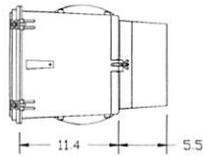
Top



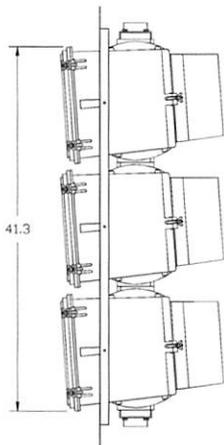
Front



Side



3-Section



Dimensions rounded to the nearest 0.1"

Vertical dimension of 3-section is approximate

3-section shown as typical configuration with backplate and 4° tilt

## Standard Features

- Individual modular sections
- Reinforcing ribs on top and bottom of housings for extra rigidity
- Stainless steel door roll pins and eye bolt/wing nut assemblies
- Moisture proof and dust tight neoprene gasket fitted to the gasket channel cast in the door perimeter
- 5-position, barrier-type terminal block with quick-disconnect terminals on one side of each position and screw clamp terminals on the other side of each position
- 3-prong, PAR-46 lamp secured by a wire ring and a spring load clip
- Acrylic lenses colored to ITE specifications
- Masking kit

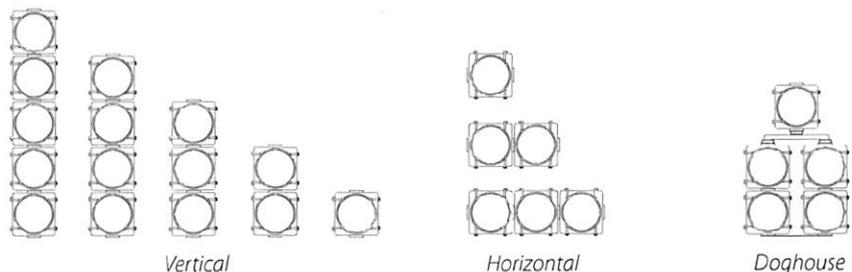
## General Specifications

Dimensions:	13.3" H x 13.3" W x 18.0" D (1 section)
Material:	Housing: Cast aluminum, type 360, reduced corrosion, increased powder coat adhesion Door Hardware: Stainless steel
Finish(es):	Powder coated
Color(s):	Federal yellow, signal green, black, or custom colors
Access:	Front door (1), rear door (1)
Lamp:	PAR-46, 115 VAC, 150 W
Environmental:	Operating temperature: -37°C to +74°C Humidity: 0 to 95% (non-condensing)
Shipping Weight:	23 lbs (1-section)

## Options

- Visors
  - Backplates
  - Mounting preset tilt angles
    - 0° - horizontal mount
    - 4° - standard mount, MAT mount
    - 8° - MAS mount
  - Various framework and fittings, orientation, and configurations
- Light Source: LED or incandescent

### Typical Configurations



To learn more about McCain's Integrated Traffic Solutions, please contact [info@mccain-inc.com](mailto:info@mccain-inc.com) or call (760) 727-8100

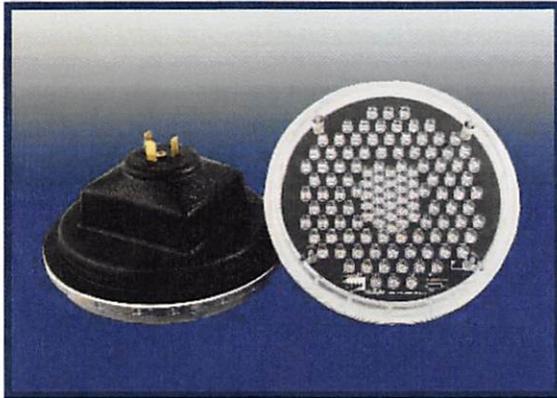
**McCain**<sup>®</sup>

2365 OAK RIDGE WAY VISTA, CALIFORNIA 92081 USA WWW.MCCAIN-INC.COM

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# Dialight

## LED Lamp Modules for Programmable Visibility (PV) Signals P46 Series



### FEATURES / BENEFITS

- ▲ Direct retrofit replacement for incandescent lamps used in Programmable Visibility (PV) signals
- ▲ Compatible with McCain and 3M signal heads
- ▲ CalTrans qualified
- ▲ 90% reduction in power vs. incandescent
- ▲ Long life; up to 10 times longer than incandescent
- ▲ Failure of single LED results in loss of light from that LED only
- ▲ Moisture and dust resistant

### SPECIFICATIONS

- ▲ Operating Voltage Range: 80VAC to 135VAC (120VAC nominal)
- ▲ Fuse and transient suppressor incorporated for line and load protection
- ▲ Operating Temperature Range: -40°C to +74°C
- ▲ Turn-On/Turn-Off Time = 75 msec max
- ▲ Power factor greater > 0.9
- ▲ Total harmonic distortion < 20%
- ▲ Meets FCC Title 47, Subpart B, Section 15 Regulations for electrical noise
- ▲ Conforms to MIL-STD-810F for blowing rain
- ▲ Written warranty available on request
- ▲ All products traceable by serial number

### P46 Series - 120 Volt Programmable Visibility Modules

Part Number	Color	Dominant Wavelength (nm)	Typical Wattage @ 25°C	Minimum Luminous Intensity* (Cd)
P46-3R33-003	Red	622	10	500
P46-3Y33-003	Yellow	590	17	500
P46-3G33-003	Green	505	8	500

\*Initial: Measured at peak intensity point

### Dialight Corporation

1501 Route 34 South • Farmingdale, NJ 07727 USA

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MDTSPVXS001\_F