

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

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

DECEMBER 10, 2018 5:30 P.M.

1. Executive Session
2. Revised Mutual Aid Agreement with City of Hoover-Chief Cook (See attached information. This item may be added to the formal agenda.)
3. Flashing crosswalk signage around Cherokee Bend Elementary School-Richard Caudle of Skipper Consultants and Chief Cook (See attached information. This item may be added to the formal agenda.)
4. APPLE grant participation with City of Vestavia Hills for a comprehensive traffic 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.)
5. Parking lease renewal with The Chabad of Alabama for overflowing parking for Overton Park-Sam Gaston (See attached information. This item may be added to the formal agenda.)
6. Re-landscaping plan and costs for the Jemison Park pedestrian bridge area-Simeon Johnson of The Friends of Jemison Park (See attached information. This item may be added to the formal agenda.)

MUTUAL AID AGREEMENT *Draft 12/7/18*

This Mutual Aid Agreement (“Agreement”) is made and entered into effective as of the ____ day of _____, 2018 (the “Effective Date”) by and between the municipalities executing below (individually a “Municipality” or collectively “Municipalities”).

WHEREAS, the Municipalities have Police Departments that are authorized by State Law and employ peace officers and other personnel who have the responsibility of protecting the lives and property, as well as keeping the peace, of the inhabitants and citizens within their own respective municipal jurisdictions and enforcing the criminal laws of the State; and

WHEREAS, in the event that an Emergency Situation (as defined herein) causes extraordinary demands for law enforcement services in or about the jurisdiction of either of the Municipalities, the Requesting Agency (as defined herein) desires to obtain the cooperation and additional law enforcement services from the Assisting Agency (as defined herein) to protect citizens and promote efficient use of the law enforcement personnel during such Situation;

WHEREAS, it is desirable and in the public interest of both Municipalities that, to the extent consistent with their budgetary constraints and available resources reasonably permit, they aid and assist each other to the extent possible in the event of such Emergency Situation by furnishing supplemental law enforcement services to the other; and

WHEREAS, Alabama Code §§ 11-102-1 & 26-31-49 provide that law enforcement agencies within the State may enter into contracts for the joint exercise of power and services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned Municipalities agree as follows.

1. **Definitions:** The following terms shall have the following meanings, unless the context indicates otherwise.

- (a) “Emergency Situation” means an actual or potential condition within the jurisdiction of one or more of the Municipalities that would reasonably pose an immediate threat to life or property.
- (b) “Requesting Agency” means the Municipality asking for assistance.
- (c) “Assisting Agency” means the Municipality agreeing to assist a Requesting Agency.

2. **Purpose.** When a Requesting Agency needs supplemental law enforcement personnel, equipment, services and assistance during an Emergency Situation(s) in or about its jurisdiction, the purpose of this Agreement is to state the terms on which a request for such assistance might be given and the Assisting Agency may provide that assistance without jeopardizing its responsibilities to citizens within its jurisdiction.

3. Implementation: The following understandings apply when a request for assistance is made or such assistance is provided pursuant to this Agreement:

- (a) The Assisting Agency is not obligated to grant the request of a Requesting Agent or aid it in an Emergency Situation;
- (b) If the Assisting Agency elects to assist, it, in the exercise of its sole discretion, may furnish to the Requesting Agency whatever levels of personnel, equipment, resources, or law enforcement services it determines are available and would not unreasonably diminish the capacity of the Assisting Agency to provide law enforcement services in its own jurisdiction;
- (c) As soon as practicable upon the signing of this Agreement, the parties will designate their respective officials (or his/her designee) who will administer this Agreement. Before a Requesting Agency invokes the aid and assistance of an Assisting Agency, its designated official shall contact the designated official of the Assisting Agency by telephone, radio, or in some form of writing. The Assisting Agency may request such information from the Requesting Agency as is necessary to confirm an Emergency Situation exists and to assess the types and amounts of assistance that it may provide.
- (d) Unless explicitly expressed herein, if the Assisting Agency elects to assist and the Municipalities collectively provide law enforcement services, each shall use and be solely responsible for the expense of furnishing their own personnel, property and equipment in the furtherance of the purposes of this Agreement.
- (e) If the Assisting Agency elects to assist, all law enforcement personnel from the Assisting Agency that are assigned to assist the Requesting Agency shall report to, and shall work under, the direction and supervision of the designated supervisor(s) of the Requesting Agency at the site(s) of the Emergency Situation; provided, however, that at all times the assisting personnel (i) shall adhere to the policies and procedures of their own department, and shall only be required to respond to lawful orders and procedures that do not violate the policies of their department, and (ii) those personnel shall have all law enforcement powers, rights, and immunities as provided for by State law in the course of providing such supplemental service.
- (f) In the exercise of its sole discretion, the Assisting Agency may withdraw some or all of its personnel and/or resources from the site of the Emergency Situation at any time. Notice of intention to withdraw shall be communicated

to the Requesting Agency's designated official (or his/her designee), as soon as possible or practicable.

4. **Term.** The term of this Agreement shall be for three (3) years from the Effective Date (the "Term"). Notwithstanding, a Municipality may terminate it prior to the expiration of the Term without cause upon thirty (30) days written notice addressed to the designated official of any other participating Municipality. This Agreement may be renewed following its expiration upon written agreement of all parties hereto.

5. **Liability and Insurance:**

- (a) The Requesting Agency represents and agrees that, during the Term, it will maintain a general liability policy concerning its provision of law enforcement services and its other municipal operations. Each party shall determine for itself what amounts of coverage it should carry with respect to that policy.
- (b) The Requesting Agency shall name the Assisting Agency as an additional insured on the liability policy maintained by it to provide insurance for claims or actions asserted or brought against the Assisting Agency by third parties arising from the acts, operations and conduct of the officers, employees or agents of the Assisting Agency (collectively, the "Assisting Agency Representatives") in performing their supplemental law enforcement services contemplated hereunder.
- (c) The Requesting Agency waives, releases and absolves the Assisting Agency and the Assisting Agency Representatives from any claim, demand or action that arise from the performance of supplemental law enforcement services by them.
- (d) The parties understand and agree that an Assisting Agency is not obligated or liable to the Requesting Agency if it declines to furnish any supplemental mutual aid law enforcement services that may be requested hereunder. Further, if an Assisting Agency agrees and represents to the Requesting Agency that it will assist and provide mutual aid in an Emergency Situation, it waives, releases, and absolves the Assisting Agency from all claims, liabilities or expenses if, thereafter, (1) the Assisting Agency is unable or fails to provide that assistance, or (2) the Assisting Agency or the Assisting Agency Representatives fail to provide the type, quantity or level of assistance anticipated by the Requesting Agency.

6. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder shall continue in full force and effect.

8. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties concerning the subject matters herein. It may be modified or amended only by a writing that executed by all the parties hereto and executed with the same formality of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement cause it to be signed by their respective, undersigned duly authorized representative on the dates shown below.

City of Mountain Brook, Alabama

By: _____
Ted Cook

Its Chief of Police

Date: _____

By: _____
Stewart Welch

Its Mayor

Date: _____

City of Hoover, Alabama

By: _____
Nicolas Derzis

Its Chief of Police

Date: _____

By: _____
Frank V. Brocato

Its Mayor

Date: _____

Sam Gaston

From: Steve Stine
Sent: Friday, December 07, 2018 10:48 AM
To: Sam Gaston
Cc: Steve Boone; Ted Cook; Whit Colvin
Subject: RE: Mutual Aid Agreement - Law Enforcement Services
Attachments: MB - Hoover Mutual Aid Agreement Law Enforcmt Services _ Draft Dec 7 2018.doc

Sam, as you requested, attached is the revised, latest Draft 12/7/18 version of the Mutual Aid Agreement with Hoover for consideration by the City Council on Monday night in Executive Session.

As was requested, in this Draft Hoover is obligated to name the City as an additional insured on the general liability policy that Hoover maintains. Because I understand from Steve B that our police officers have insurance coverage for their negligent acts under the City's liability policy with Travelers, I have not provided in here that the Mt. Brook officers also be named as additional insureds. Also, as we have discussed, our officers have certain legal immunities from claims that may be made against them as they exercise their discretion in performing law enforcement services in or outside the City of Mt. Brook.

Also, a Whereas provision I added the phrase "to the extent consistent with their budgetary constraints and available resources reasonably permit" to further expound that the Assisting Agency is not required to assist the other party if a mutual aid request is made.

Both Whit and I plan to be at the meeting Monday night.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com



From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Friday, December 7, 2018 8:13 AM
To: Steve Stine
Cc: Steve Boone
Subject: RE: Mutual Aid Agreement - Law Enforcement Services

Call me , if possible, before 9am, on the latest version of this agreement for the pre-meeting agenda.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street

Sam Gaston

From: Ted Cook
Sent: Tuesday, December 04, 2018 1:48 PM
To: Richard Caudle; Sam Gaston
Cc: Greg Hagood; Jason Carmack; Ronald Vaughn
Subject: Re: Warning lights on Wilderness Road

Sam
This was Richard's remarks when asked about this last month. #7 is the alternative I was mentioning I thought best to go with and meets Bryan's request. We can have Richard do a study if you like.

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



On Mon, Nov 19, 2018 at 3:47 PM Richard Caudle <richard@skipperinc.com> wrote:

A few thoughts and comments on this matter:

1. All of the work which I have undertaken for Cherokee Bend Elementary, except for placing the NO CELL PHONE ZONE signs, has been on Kennesaw Drive, not on Wilderness Road, so I do not have any traffic information for Wilderness Road.
2. The flashing lights which were installed on Overbrook Road at MBJH were for the school zone speed limit. The best I can tell, there is no school zone speed limit on Wilderness Road.
3. Since there appears to be no school zone speed limit, we would have to decide what would be the primary sign...perhaps a school crossing sign with a SCHOOL placard.
4. The flashing lights which were installed on Overbrook Road at MBJH have specific time clocks in them. Would these new signs flash all the time or just during school inbound and outbound times?
5. The flashing lights which were installed on Overbrook Road at MBJH were solar powered. We would need to find good locations for these new signs if we want to use solar power. There are power lines south of Fair Oaks Drive and north of Kennesaw Drive where we could get power from if we don't want to use (or can't use) solar power. Solar power is not a good option if we expect these to flash all the time.
6. The total cost for both of the signs would be around \$16,000 for APCO-powered signs or \$19,000 for solar-powered signs.
7. An alternative to the proposed signs would be for the signs with flashing LED's around the border like we installed on Euclid Avenue at West Montcrest Drive. This option would be around \$3000. These

would be solar powered signs and could either flash at school inbound/outbound times or through most of the day and early evening. The signs as proposed below would have to be installed by a contractor. I think Ronnie could install the signs with the LED flashing border.

8. Please do not take any of the above thoughts or comments as my being opposed to the idea. I see no problem with installing flashing lights and signs in the locations as proposed as long as we can work out the details.

Richard L. Caudle, P.E.
Skipper Consulting, Inc.

3644 Vann Road Suite 100

Birmingham, Alabama 35235

richard@skipperinc.com

(205) 655-8855 fax (205) 655-8825

Cell (205) 790-4307 home (205) 594-4708

From: Ted Cook <cookt@mtnbrook.org>
Sent: Monday, November 19, 2018 9:34 AM
To: Richard Caudle <richard@skipperinc.com>
Cc: Greg Hagood <hagoodg@mtnbrook.org>; Jason Carmack <carmackj@mtnbrook.org>
Subject: Fwd: Warning lights on Wilderness Road

Richard,

I know the schools have been studied a number of times for traffic patterns, safety, etc.

Our SRO at Cherokee Bend Elementary has made some recommendations for signage and lights. These I don't think have been recommended before.

Sam asked that I ask your opinion. Please see Officer Kelley's email below.

Thanks

Ted

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>

Date: Mon, Nov 5, 2018 at 7:59 AM

Subject: Fwd: Warning lights on Wilderness Road

To: Ted Cook <cookt@mtnbrook.org>

Cc: Greg Hagood <hagoodg@mtnbrook.org>

Lt. Jason Carmack

Patrol Division

Mountain Brook Police Department

101 Tibbett Street

Mountain Brook, AL 35213

(205) 802-3858



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

From: **Bryan Kelley** <kelleyb@mtnbrook.org>
Date: Fri, Nov 2, 2018 at 8:00 AM
Subject: Warning lights on Wilderness Road
To: Jason Carmack <carmackj@mtnbrook.org>
Cc: <ritcheyg@mtnbrook.k12.al.us>

Lt.

After discussing this with the Principal at Cherokee Bend, I would like to make the following recommendations:

Recently, there was a near miss involving a small child crossing Wilderness Road at Kennesaw Drive. Parents have requested flashing lights/signage to warn of that crossing as well as the one at Fair Oaks Drive. After speaking with the Principal (Sandy Ritchey) at Cherokee Bend, I would recommend placing one sign with the flashing amber lights just south of Fair Oaks on Wilderness, facing north bound traffic. I would recommend placing a second one on Wilderness, just north of Kennesaw Drive, facing south bound traffic. I would recommend using ones similar to the ones on Overbrook Road near the Jr High.

If you approve, could you pass this along to the appropriate people?

Thanks

--

Bryan Kelley

Mountain Brook Police Department

(205)879-0486

PROPOSED CROSSWALK WARNING SIGNS WITH LED FLASHING LIGHTS WILDERNESS ROAD/CHEROKEE BEND ELEMENTARY SCHOOL



Yellow Flashing
LED Light (ty

S1-1
36"x36"

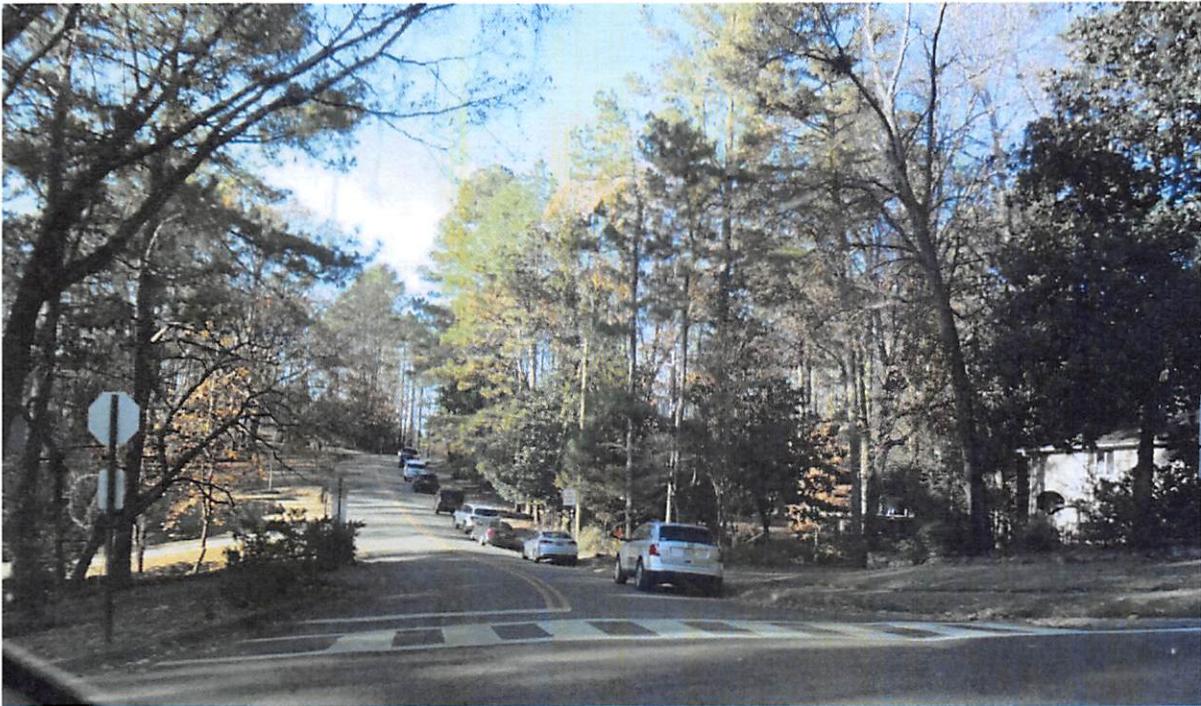
S4-3
24"x8"

S



Imagery ©2018 Google, Map data ©2018 Google 20 m

Northbound Wilderness Road Approaching Fair Oaks Drive



Southbound Wilderness Road Approaching Fair Oaks Drive



Northbound Wilderness Road Approaching Kennesaw Drive



Southbound Wilderness Road Approaching Kennesaw Drive



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

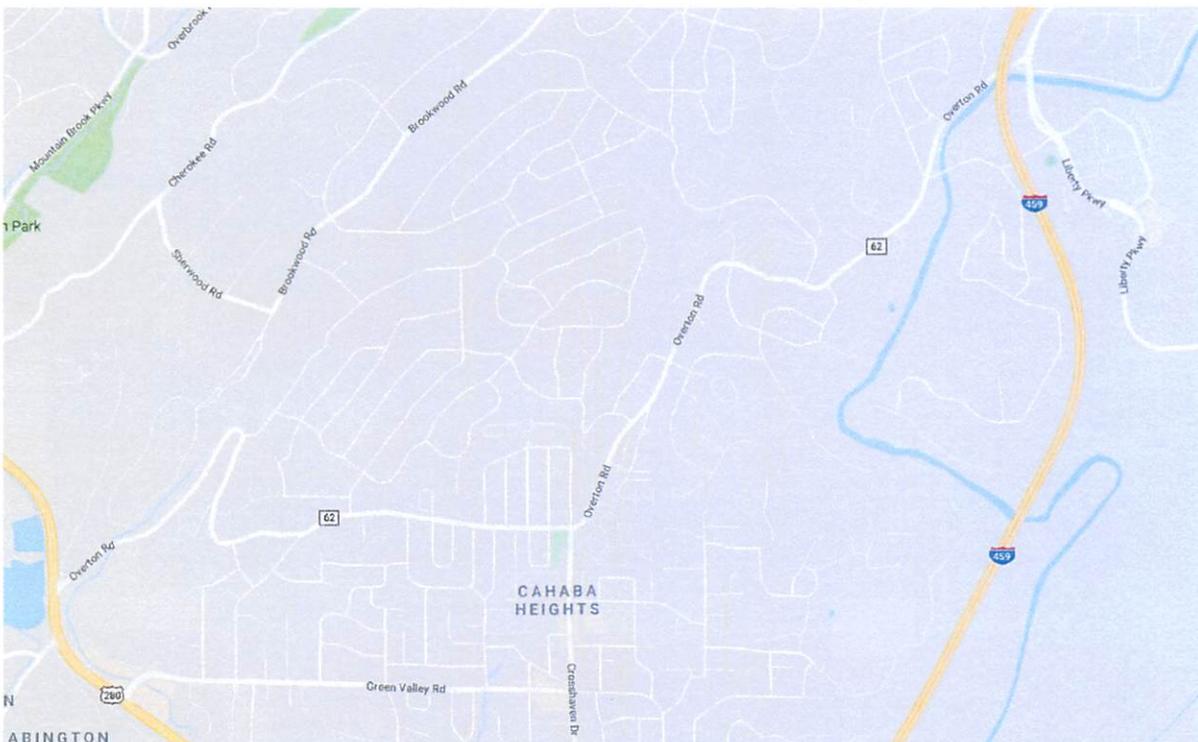
Its: _____
Executive Director

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.]



EXTENSION OF LEASE AGREEMENT

This is an Extension of the Lease Agreement (“Extension”) originally executed by and between the **CITY OF MOUNTAIN BROOK, ALABAMA** (the “City”) and the **MERKOS L’INYONIE CHINUCH OF ALABAMA** (“Chaba’d of Alabama” or “Chaba’d”) granting, under the terms of the original lease (“Lease”), the City the right to use Chaba’d’s parking lot on Overton Road. The Lease was originally executed by the parties on August 11, 2003 and was renewed as provided for in the Lease. The current term is scheduled to terminate on December 31, 2018. By and through this Extension, the parties agree to extend the terms and conditions of the Lease for an additional period of three successive terms of one year each, to commence on January 1, 2019.

This Extension is granted on the condition that the parties shall comply with all terms and conditions of the original Lease, which remain in full force and effect, and are not modified, altered, or amended in any manner by this Extension except for the term.

This Extension, in conjunction with the original Lease and all amendments thereto, sets forth the entire agreement between the parties. The Lease, as extended and supplemented, shall not be altered or modified except by a written memorandum signed by the parties.

DATED this ____ day of December, 2018.

CHABA’D OF ALABAMA

By: _____

Its: _____

THE CITY OF MOUNTAIN BROOK

By: _____

Its: _____



Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, AL 35205-2972

PO Box 55727
Birmingham, AL 35255-5727

December 3, 2015

VIA EMAIL (gastons@mtnbrook.org)

Mr. Sam Gaston
Mountain Brook City Manager
P.O. Box 130009
Mountain Brook, AL 35213

Dear Sam:

I'm enclosing the fully executed copy of the Extension of Lease Agreement between the City of Mountain Brook and Chabad. Thanks as always for your help.

Sincerely,

A handwritten signature in blue ink, appearing to be "SAB", with a long, sweeping flourish extending upwards and to the right.

Steven A. Brickman

SAB/mgi
Enclosure

C: Rabbi Joseph Posner (via email: cyposner@gmail.com)

Steven A. Brickman
Attorney at Law
sbrickman@sirote.com
Tel: 205-930-5171
Fax: 205-212-3803

RESOLUTION NO. 2015-171

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an extension of a lease agreement with Merkos L'Inyonie Chinuch of Alabama (Chaba'd of Alabama) granting the City use of Chaba'd of Alabama's parking lot on Overton Road, in the form attached hereto as Exhibit A, with such minor changes thereto as may be approved by the Mayor or City Manager, whose approval of such changes shall be conclusively evidenced by either of their execution of such agreement.

ADOPTED: This 23rd day of November, 2015.



Council President

APPROVED: This 23rd day of November, 2015.



Mayor

CERTIFICATION

I, Steven Boone, City Clerk 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, Alabama, at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.



Steven Boone, City Clerk

EXTENSION OF LEASE AGREEMENT

This is an Extension of the Lease Agreement ("Extension") originally executed by and between the **CITY OF MOUNTAIN BROOK, ALABAMA** (the "City") and the **MERKOS L'INYONIE CHINUCH OF ALABAMA** ("Chaba'd of Alabama" or "Chaba'd") granting, under the terms of the original lease ("Lease"), the City the right to use Chaba'd's parking lot on Overton Road. The Lease was originally executed by the parties on August 11, 2003 and was renewed as provided for in the Lease. The current term is scheduled to terminate on December 31, 2015. By and through this Extension, the parties agree to extend the terms and conditions of the Lease for an additional period of three successive terms of one year each, to commence on January 1, 2016.

This Extension is granted on the condition that the parties shall comply with all terms and conditions of the original Lease, which remain in full force and effect, and are not modified, altered, or amended in any manner by this Extension except for the term.

This Extension, in conjunction with the original Lease and all amendments thereto, sets forth the entire agreement between the parties. The Lease, as extended and supplemented, shall not be altered or modified except by a written memorandum signed by the parties.

DATED this ____ day of November, 2015.

CHABA'D OF ALABAMA

By: *[Signature]*

Its: *[Signature]*

THE CITY OF MOUNTAIN BROOK

By: *[Signature]*

Its: *Mayor*

Sam Gaston

From: Simeon Johnson
Sent: Thursday, December 06, 2018 8:47 PM
To: Sam Gaston; Janet Forbes; boones@mtnbrook.org
Cc: Virginia Carruthers Smith; Nim Long; John Wilson; Shanda Williams; Billy Pritchard; Stewart Welch; Whit Colvin
Subject: FJP Shades Creek pedestrian bridge landscaping request
Attachments: FJPB_BID SET_110918.pdf

Sam,

The Friends of Jemison Park are pleased to inform you and the city council that we have raised \$36,000 towards reforesting the Shades Creek pedestrian bridge site. Dick Shea and his crew did an exceptional job constructing the bridge and I have heard nothing but positive comments since its completion about how well the bridge itself turned out. The FJP now seeks to landscape the site so that the bridge may begin to visually settle into the natural preserve that is Jemison Park.

Please find attached the master plan for the bridge site which John Wilson of Golightly Landscape Architecture designed for the FJP. Some of the master plan can be added in phases, like much of the shrub and understory layer. However, much of the work must be done now to not only begin to reforest the site, but also to address streambank erosion and drainage. John has been discussing the plans with contractors to see what the cost will be for all of the dirt work, streambank stabilization, irrigation, and tree plantings that must be done now and the expected cost is \$85,000. The FJP requests that the City of Mountain Brook contribute \$49,000 to the Friends of Jemison Park so that the FJP may as soon as possible contract to have this essential work performed.

Thank you and the city council for your consideration of the FJP's request. I look forward to answering any questions you and the city council have at Monday's Pre-Meeting.

Sincerely,
Sim S.W. Johnson
President, Friends of Jemison Park

