

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

SEPTEMBER 14, 2020, 5:30 P.M.

As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of September 14, 2020 at 7 p.m. (pre-meeting at 5:30 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 09142020).

1. Proposed change orders for Fields 3-7 at the Athletic Complex-Dale Brasher of Goodwyn, Mills and Cawood (See attached information. This item may be added to the formal agenda.)
2. Proposal by the Birmingham Water Works Board to place a water line on the side of the new Caldwell Mill Road bridge- Sammy Harton of Gresham Smith (See attached information. This item may be added to the formal agenda.)
3. Request for additional funding by Gresham Smith for the coordination of the BWWB project on the Caldwell Mill Road bridge –Sammy Harton of Gresham Smith (See attached information. This item may be added to the formal agenda.)
4. Drainage study report for Northcote Drive-Mark Simpson of Schoel Engineering (See attached information.)
5. Junior High detention pond construction plans-Mark Simpson of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
6. Property at the end of Briar Oak Drive, in Vestavia Hills, and possible impact on Mountain Brook-Dana Hazen (See attached information.)
7. Traffic study counts on the closure of Beech Circle- Richard Caudle of Skipper Consultants (See attached information.)
8. Request for a lower speed limit and a stop sign on Briar Oak Circle-Dee Brightwell (See attached information. This item may be added to the formal agenda.)
9. ClasTran request for \$1,000 funding in FY-2021-Shari Spencer , Executive Director of ClasTran (See attached information. This item may be added to the formal agenda.)
10. Amend Safer at Home policy to open water fountains at city parks and playing fields-Shanda Williams (See attached information. This item may be added to the formal agenda.)

Sam Gaston

From: Bill Shea <bshea@morrisshea.com> on behalf of Bill Shea
Sent: Friday, September 11, 2020 12:36 PM
To: Dale Brasher
Cc: Sam Gaston; Shaun Martin; Shanda Williams
Subject: MBHS ballfields change order list
Attachments: MBHS Ballfields Change Order List 091120.xlsx; Untitled attachment 00275.htm; Shea scoretable.pdf; Untitled attachment 00278.htm; Mountain Brook Final Revised Scans 9-4-20.pdf; Untitled attachment 00281.htm

Dale,

Please see the attached spreadsheet with the list of items that we have been discussing. I've separated out the items that P&R can purchase directly in yellow. I've already issued Net Connections a purchase order for the score tables but I'm sure we can get that swapped over to P&R without a problem. I had to get them ordered so they can be delivered by Oct 2 (see attached proposal).

Here are my notes about some of the other items:

- Item #5 are the existing irrigation boxes that were used for the old sprinkler systems. They need to be demolished, removed and backfilled because they are a tripping hazard.
- Item #8: P&R is going to cut down the trees and remove them but we are removing the stumps.
- Item #9: We are demolishing the block but any other improvements such as seating or hooks for hanging backpacks should be by P&R. We recommend removing the angled seating at this end of the dugout for access to this area for the kids' equipment storage during games. We will leave the current doors in place for P&R to decide what they want to do.
- Item #10: This has to be done now. We are going to add an inlet by the batting cage to drain all of this water into the lines that we laid on either side of the batting cage two years ago. We will slope this down from the area between the dugouts and from each curb of Fields 5 and 6 to properly catch all of this water instead of it doing onto the fields.
- Item #11: See attachment from Musco with 7 new light pole locations, which will greatly improve lighting on Fields 4-7 that were using shared poles that resulted in some shadows and glare issues. This will fix all of that and allow shades to be used on bleachers without interfering the lighting from shared poles. This price includes Musco as well as Stone doing the underground work and also the removal of two poles that are being abandoned.
- Item #13: During regrading of all fields, the electrical from the press boxes to score boards was torn out and that was unavoidable. Stone is going to figure out the best way to get power to all 5 scoreboards but this will have to be T&M so the amount listed is budget but hopefully has it covered. He is also going to add outlets at each backstop.
- Item #14: This doesn't have to be done now and requires some planning but Musco and Stone are going to come up with a way to light the batting cages and Field 7 bullpen. If all cages are going to be covered this winter and have interior lights, then maybe we don't spend this money right now.

The total for Items 1-15 less the \$25k contingency and P&R direct purchase items is \$217,000, not including bond premium. I think it might be good to add \$25k to the change order amount so we keep the full \$25k contingency for anything else that comes up but that's your call.

Shaun is out today so let me know if this is okay as a change order request or if there is a form that I need to fill out or send you a formal letter.

Thanks.

Regards,

Bill Shea

Morris-Shea Bridge Company, Inc.
Shea Brothers, LLC
609 South 20th Street
Birmingham, AL 35210 USA

bshea@morrisshea.com

205-956-9518 (office)

205-807-3244 (mobile)

Morris Shea Bridge Company
Mountain Brook Youth Complex
Change Order Log

| Description | Quantity | Unit | Unit Price | Amount | Notes |
|---|----------|------|----------------|----------------|--|
| Install New Waterline Across Field 3 | 1 | LS | \$ 17,000.00 | \$ 17,000.00 | Paid for from contract contingency |
| Relocate Sewer & Water Line for Softball Building | 1 | LS | \$ 15,000.00 | \$ 15,000.00 | School Board \$\$ |
| Deduct Batter's Eye at Field 6 and Pads at Field 7 | 1 | LS | \$ (18,000.00) | \$ (18,000.00) | |
| Retaining Wall behind LF @ Field 5 near Cage | 1 | LS | \$ 5,500.00 | \$ 5,500.00 | |
| Demo Existing Irrigation Boxes | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | |
| Demolish Commissioner Boxes @ Fields 3,4,5,6 | 4 | EA | \$ 1,000.00 | \$ 4,000.00 | |
| Batting Cages for Field 3 | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | 2 each side by side 12' x 50' |
| Tree Stump Removal (P&R Cut Down & Haul Off Trees) | 6 | EA | \$ 500.00 | \$ 3,000.00 | |
| Demo Blocks to Extend Dugout Seating & Improve Ventilation | 8 | EA | \$ 1,000.00 | \$ 8,000.00 | Field 3, 4, 5, 6 - seating changes & other work by P&R |
| Concrete Pavement & Drainage between Field 5 and 6 | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | |
| Add 7 Light Poles, Move/ Aim Light Fixtures, Underground Condui | 1 | LS | \$ 110,000.00 | \$ 110,000.00 | 2 of the 7 poles are at Field 7 - School Board \$\$ |
| Field 7 Bullpen (raise grade, pour wall) | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | Field 7 - School Board \$\$ |
| Scoreboard Power Source at Fields 3-7 | 5 | EA | \$ 3,500.00 | \$ 17,500.00 | Field 7 - School Board \$\$ |
| Lights at Cages & Field 7 Bullpen | 6 | EA | \$ 1,500.00 | \$ 9,000.00 | BUDGET |
| Retaining Wall behind LF @ Field 4 | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | This allows grade to be raised by concessions at Field 7 |
| | | | | | |
| | | | | | |
| Add Score Platforms @ Fields 3,4,5,6 | 4 | EA | \$ 7,100.00 | \$ 28,400.00 | P&R to purchase directly |
| Configure Wireless Scoreboards & Controllers @ Fields 3,4,5,6 | 1 | LS | \$ 4,875.00 | \$ 4,875.00 | P&R to purchase directly |
| Outfield Wind Screen - Field 3, 4, 5 & 6 (9200 SF) | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | P&R to purchase directly |
| | | | | | |
| | | | | | |
| Subtotal | | | | \$281,775.00 | |
| Contingency in Current Contract | | | | \$ (25,000.00) | |
| Total (Excluding Bond) | | | | \$256,775.00 | |



Project Proposal

Change Order # 1

September 4, 2020

Customer: Bill Shea

Location: Mtn Brook Youth Sports Complex

PROJECT SCOPE- Scoreboard Tables

Provide all labor, material and equipment necessary to provide Steel fabricated score tables . Tables will be fabricated in Birmingham and will be designed on basic layout to match Sportsfield Product # CCST0508. The tables will use steel tubing instead of Aluminum. The project scope includes a two year installation warranty.

Furnish and Install the following :

4 Each – Steel tubing fabricated score tables to match basic design of Sportsfield product CCST0508. Including Bench .

5” wide x 8’ long x 9’ high.

Cost \$ 7,100.00 each x 4 = \$ 28,400.00

Will Deliver on or before October 2, 2020.

All changes or modification must be approved by Bill Shea

Exclusions and Clarifications:

- Proposal assumes clear access to site for required equipment.
- Proposal excludes any repairs to turf, drives, walkways, roadways as result of accessing required equipment for installation of netting system.
- Excludes applicable sales and use taxes.
- Excludes the cost any permits, bonds, performance and payment bonds or other specialty licenses that may be required..

Payment: Per contract

Prices quoted in effect for 30 days

Mountain Brook Sports Pole Replacement

Mountain Brook, AL

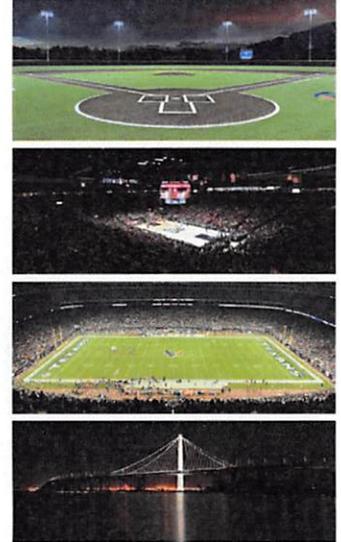
Lighting System

| Pole / Fixture Summary | | | | | | |
|------------------------|-------------|------------|-------------|----------------|------------------|---------|
| Pole ID | Pole Height | Mtg Height | Fixture Qty | Luminaire Type | Load | Circuit |
| A1-A2 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | E |
| A3 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | D |
| | | 30' | 1 | TLC-BT-575 | 0.58 kW | D |
| A4 | 60' | 60' | 3 | TLC-LED-1150 | 3.45 kW | A |
| | | 20' | 2 | TLC-BT-575 | 1.15 kW | D |
| | | 60' | 3 | TLC-LED-1150 | 3.45 kW | D |
| A5 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | A |
| A6 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | C |
| | | 30' | 1 | TLC-BT-575 | 0.58 kW | C |
| A7, A10 | 60' | 60' | 3 | TLC-LED-1150 | 3.45 kW | B |
| A8 | 60' | 60' | 3 | TLC-LED-1150 | 3.45 kW | D |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | D |
| A9 | 60' | 60' | 3 | TLC-LED-1150 | 3.45 kW | C |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | C |
| B1 | 50' | 50' | 4 | TLC-LED-1150 | 4.60 kW | E |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | E |
| B2 | 50' | 50' | 4 | TLC-LED-1150 | 4.60 kW | B |
| | | 15' | 1 | TLC-BT-575 | 0.58 kW | B |
| | | 50' | 4 | TLC-LED-1150 | 4.60 kW | E |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | E |
| B3 | 60' | 60' | 4 | TLC-LED-1150 | 4.60 kW | A |
| | | 15' | 1 | TLC-BT-575 | 0.58 kW | A |
| B4 | 50' | 50' | 4 | TLC-LED-1150 | 4.60 kW | A |
| | | 15' | 1 | TLC-BT-575 | 0.58 kW | A |
| B5-B6 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | C |
| | | 15' | 2 | TLC-BT-575 | 1.15 kW | C |
| B7 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | D |
| | | 15' | 2 | TLC-BT-575 | 1.15 kW | D |
| B8 | 60' | 60' | 4 | TLC-LED-1150 | 4.60 kW | B |
| | | 16' | 1 | TLC-BT-575 | 0.58 kW | B |
| C1-C2 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | E |
| | | 16' | 2 | TLC-BT-575 | 1.15 kW | E |
| C3-C4 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | B |
| | | 15' | 2 | TLC-BT-575 | 1.15 kW | B |
| C5-C6 | 50' | 50' | 3 | TLC-LED-1150 | 3.45 kW | A |
| | | 15' | 2 | TLC-BT-575 | 1.15 kW | A |
| 24 | | | 114 | | 113.85 kW | |

| Circuit Summary | | | |
|-----------------|-------------|----------|-------------|
| Circuit | Description | Load | Fixture Qty |
| A | Field 7 | 26.45 kW | 26 |
| B | Field 6 | 26.45 kW | 26 |
| C | Field 3 | 17.25 kW | 18 |
| D | Field 4 | 17.25 kW | 18 |
| E | Field 5 | 26.45 kW | 26 |

| Fixture Type Summary | | | | | | | |
|----------------------|--------------------|---------|---------|----------|----------|----------|----------|
| Type | Source | Wattage | Lumens | L90 | L80 | L70 | Quantity |
| TLC-LED-1150 | LED 5700K - 75 CRI | 1150W | 121,000 | >120,000 | >120,000 | >120,000 | 84 |
| TLC-BT-575 | LED 5700K - 75 CRI | 575W | 52,000 | >120,000 | >120,000 | >120,000 | 30 |

From Hometown to Professional



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Mountain Brook Sports Pole Replacement

Mountain Brook, AL

Light Level Summary

| Calculation Grid Summary | | | | | | | | |
|--------------------------|------------------------|--------------|------|------|---------|---------|----------|-------------|
| Grid Name | Calculation Metric | Illumination | | | | | Circuits | Fixture Qty |
| | | Avg | Min | Max | Max/Min | Ave/Min | | |
| Field 3 (Infield) | Horizontal Illuminance | 52.3 | 37.4 | 64.8 | 1.73 | 1.40 | C | 18 |
| Field 3 (Outfield) | Horizontal Illuminance | 41.6 | 27.1 | 58.8 | 2.17 | 1.54 | C | 18 |
| Field 4 (Infield) | Horizontal Illuminance | 52.1 | 38.2 | 61.8 | 1.62 | 1.36 | D | 18 |
| Field 4 (Outfield) | Horizontal Illuminance | 43.5 | 32.6 | 59 | 1.81 | 1.33 | D | 18 |
| Field 5 (Infield) | Horizontal Illuminance | 67.7 | 49.8 | 84.8 | 1.70 | 1.36 | E | 26 |
| Field 5 (Outfield) | Horizontal Illuminance | 43.8 | 28.1 | 61.3 | 2.18 | 1.56 | E | 26 |
| Field 6 (Infield) | Horizontal Illuminance | 62.4 | 47.4 | 78.3 | 1.65 | 1.32 | B | 26 |
| Field 6 (Outfield) | Horizontal Illuminance | 41.5 | 27.8 | 61.4 | 2.21 | 1.49 | B | 26 |
| Field 7 (Infield) | Horizontal Illuminance | 64.8 | 42.9 | 78.4 | 1.83 | 1.51 | A | 26 |
| Field 7 (Outfield) | Horizontal Illuminance | 40.9 | 24.9 | 59 | 2.37 | 1.64 | A | 26 |

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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|--|
| Pole | | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | |
| 1 | A6 | 50' | - | 30' | TLC-BT-575 | 1 | 1 | 0 | |
| 1 | A9 | 60' | - | 50' | TLC-LED-1150 | 3 | 3 | 0 | |
| 1 | A9 | 60' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| 2 | B5-B6 | 50' | - | 60' | TLC-LED-1150 | 3 | 3 | 0 | |
| 2 | B5-B6 | 50' | - | 15' | TLC-BT-575 | 2 | 2 | 0 | |
| 4 | | | | 50' | TLC-LED-1150 | 3 | 3 | 0 | |
| TOTALS | | | | | | 18 | 18 | 0 | |



ENGINEERED DESIGN By: Isaac Sanders · File #202224C · 04-Sep-20

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Mountain Brook Sports Pole Replacement
Mountain Brook, AL

| GRID SUMMARY | |
|--------------|-------------------------------|
| Name: | Field 3 |
| Size: | 143'/150'/143' - basepath 60' |
| Spacing: | 20.0' x 20.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|-----------------------|-----------------------------------|----------|
| | MAINTAINED HORIZONTAL FOOTCANDLES | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 30 |
| Scan Average: | 52.30 | 41.64 |
| Maximum: | 64.81 | 58.75 |
| Minimum: | 37.40 | 27.07 |
| Avg / Min: | 1.40 | 1.54 |
| Guaranteed Max / Min: | 2 | 2.5 |
| Max / Min: | 1.73 | 2.17 |
| UG (adjacent pts): | 1.33 | 1.81 |
| CU: | 0.64 | |
| No. of Points: | 25 | 31 |
| LUMINAIRE INFORMATION | | |
| Applied Circuits: | C | |
| No. of Luminaires: | 18 | |
| Total Load: | 17.25 kW | |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|----|----|---|
| Pole | | | | Luminaires | | | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | | | |
| 1 | A3 | 50' | - | 30' | TLC-BT-575 | 1 | 1 | 0 | | | |
| 1 | A4 | 60' | - | 50' | TLC-LED-1150 | 3 | 3 | 0 | | | |
| 1 | A8 | 60' | - | 20' | TLC-BT-575 | 2 | 2 | 0 | | | |
| 1 | A8 | 60' | - | 60' | TLC-LED-1150 | 3/3* | 3 | 3 | | | |
| 1 | B7 | 50' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 | | | |
| 1 | B7 | 50' | - | 60' | TLC-LED-1150 | 3 | 3 | 0 | | | |
| 1 | B7 | 50' | - | 15.5' | TLC-BT-575 | 2 | 2 | 0 | | | |
| 1 | B7 | 50' | - | 50' | TLC-LED-1150 | 3 | 3 | 0 | | | |
| 4 | TOTALS | | | | | | | | 21 | 18 | 3 |

* This structure utilizes a back-to-back mounting configuration



Mountain Brook Sports Pole Replacement
Mountain Brook, AL

| GRID SUMMARY | |
|--------------|-----------------------------------|
| Name: | Field 4 |
| Size: | 140' / 140' / 140' - basepath 60' |
| Spacing: | 20.0' x 20.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|-----------------------------------|---------|----------|
| MAINTAINED HORIZONTAL FOOTCANDLES | | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 30 |
| Scan Average: | 52.06 | 43.51 |
| Maximum: | 61.81 | 59.01 |
| Minimum: | 38.21 | 32.62 |
| Avg / Min: | 1.36 | 1.33 |
| Guaranteed Max / Min: | 2 | 2.5 |
| Max / Min: | 1.62 | 1.81 |
| UG (adjacent pts): | 1.35 | 1.42 |
| CU: | 0.59 | |
| No. of Points: | 25 | 25 |

LUMINAIRE INFORMATION

| | |
|--------------------|----------|
| Applied Circuits: | D |
| No. of Luminaires: | 18 |
| Total Load: | 17.25 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

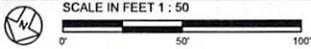


Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|--|
| Pole | | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | |
| 2 | A1-A2 | 50' | - | 50' | TLC-LED-1150 | 3 | 3 | 0 | |
| 1 | B1 | 50' | - | 15.5' | TLC-BF-575 | 1 | 1 | 0 | |
| | | | | 50' | TLC-LED-1150 | 4 | 4 | 0 | |
| 1 | B2 | 50' | - | 15.5' | TLC-BF-575 | 1 | 0 | 1 | |
| | | | | 50' | TLC-LED-1150 | 1 | 1 | 0 | |
| | | | | 50' | TLC-LED-1150 | 4/4* | 4 | 4 | |
| 2 | C1-C2 | 50' | - | 15.5' | TLC-BF-575 | 2 | 2 | 0 | |
| | | | | 50' | TLC-LED-1150 | 3 | 3 | 0 | |
| TOTALS | | | | | | 31 | 26 | 5 | |

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Mountain Brook Sports Pole Replacement
Mountain Brook, AL

| GRID SUMMARY | |
|--------------|-------------------------------|
| Name: | Field 5 |
| Size: | 200'/200'/200' - basepath 60' |
| Spacing: | 20.0' x 20.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|-----------------------|-----------------------------------|----------|
| | MAINTAINED HORIZONTAL FOOTCANDLES | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 30 |
| Scan Average: | 67.67 | 43.75 |
| Maximum: | 84.82 | 61.33 |
| Minimum: | 49.83 | 28.08 |
| Avg / Min: | 1.36 | 1.56 |
| Guaranteed Max / Min: | 7 | 2.5 |
| Max / Min: | 1.70 | 2.18 |
| UG (adjacent pts): | 1.52 | 1.66 |
| CU: | 0.73 | |
| No. of Points: | 25 | 73 |

| LUMINAIRE INFORMATION | |
|-----------------------|----------|
| Applied Circuits: | E |
| No. of Luminaires: | 26 |
| Total Load: | 26.45 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|--|
| Pole | | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | |
| 2 | A7, A10 | 60' | - | 60' | TLC-LED-1150 | 3 | 3 | 0 | |
| 1 | B2 | 50' | - | 15' | TLC-BT-575 | 1 | 1 | 0 | |
| | | | | 15.5' | TLC-BT-575 | 1 | 0 | 1 | |
| | | | | 50' | TLC-LED-1150 | 4/4* | 4 | 4 | |
| 1 | B8 | 60' | - | 15.5' | TLC-BT-575 | 1 | 1 | 0 | |
| | | | | 60' | TLC-LED-1150 | 4 | 4 | 0 | |
| 2 | C3-C4 | 50' | - | 15' | TLC-BT-575 | 2 | 2 | 0 | |
| | | | | 50' | TLC-LED-1150 | 3 | 3 | 0 | |
| 6 | TOTALS | | | | | 31 | 26 | 5 | |

* This structure utilizes a back-to-back mounting configuration



Pole location(s) + dimensions are relative to 0,0 reference point(s)

Mountain Brook Sports Pole Replacement
Mountain Brook, AL

| GRID SUMMARY | |
|--------------|-----------------------------------|
| Name: | Field 6 |
| Size: | 200' / 200' / 200' - basepath 60' |
| Spacing: | 20.0' x 20.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|-----------------------------------|-----------|------------|
| MAINTAINED HORIZONTAL FOOTCANDLES | | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 35 |
| Scan Average: | 52.44 | 41.51 |
| Maximum: | 78.28 | 61.39 |
| Minimum: | 47.35 | 27.79 |
| Avg. / Min: | 1.32 | 1.49 |
| Guaranteed Max / Min: | 2 | 2.5 |
| Max / Min: | 1.65 | 2.21 |
| UG (adjacent pts): | 1.41 | 1.67 |
| CU: | 0.72 | |
| No. of Points: | 25 | 73 |

LUMINAIRE INFORMATION

Applied Circuits: B
No. of Luminaires: 26
Total Load: 26.45 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

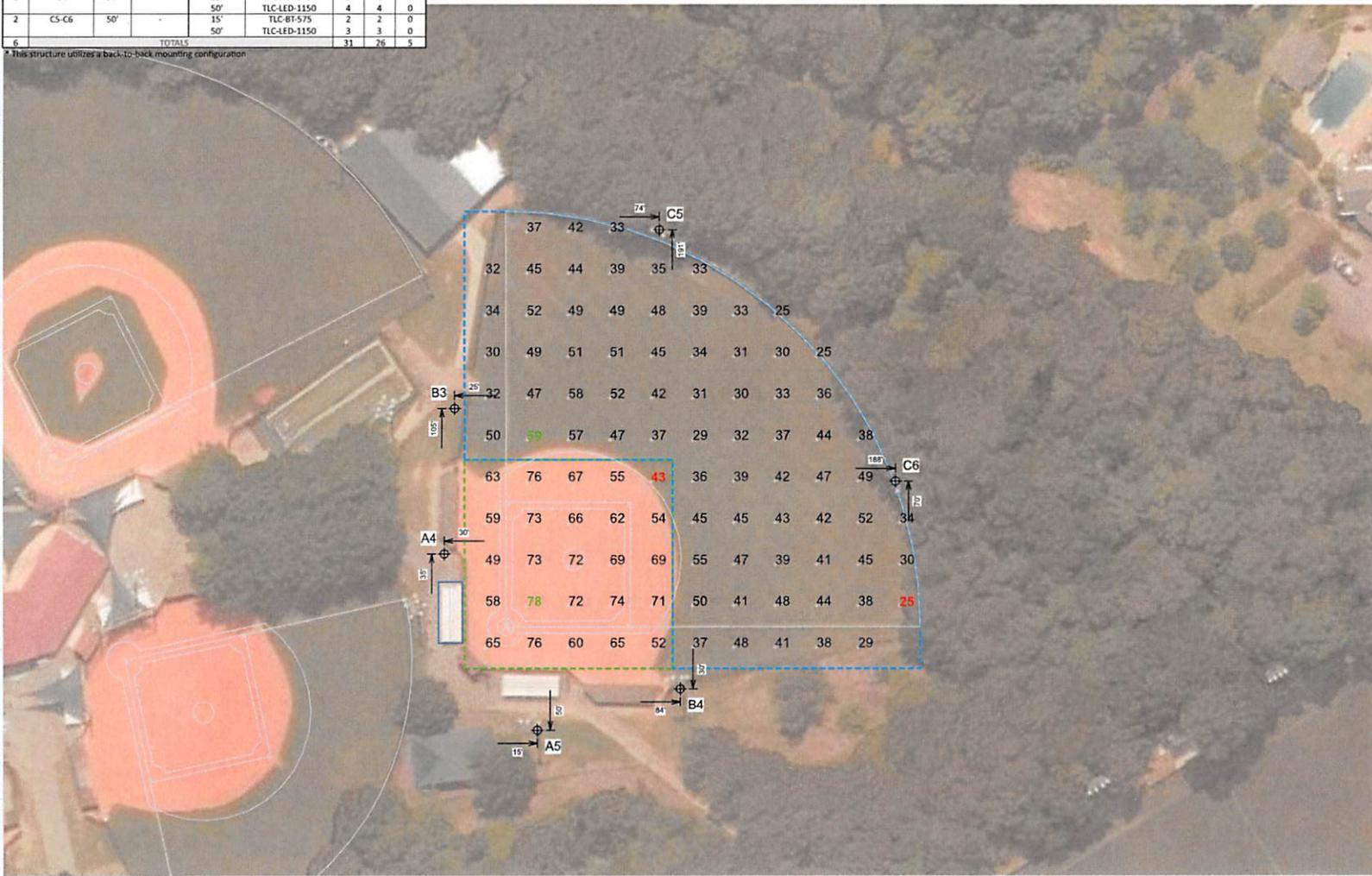


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ILLUMINATION SUMMARY

| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|----|----|---|
| Pole | | | Luminaires | | | | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | | | |
| 1 | A4 | 60' | - | 20' | TLC-BT-575 | 2 | 0 | 2 | | | |
| | | | | 60' | TLC-LED-1150 | 3/3* | 3 | 3 | | | |
| 1 | A5 | 50' | - | 50' | TLC-LED-1150 | 3 | 3 | 0 | | | |
| 1 | B3 | 60' | - | 15' | TLC-BT-575 | 1 | 1 | 0 | | | |
| | | | | 60' | TLC-LED-1150 | 4 | 4 | 0 | | | |
| 1 | B4 | 50' | - | 15' | TLC-BT-575 | 1 | 1 | 0 | | | |
| | | | | 50' | TLC-LED-1150 | 4 | 4 | 0 | | | |
| 2 | C5-C6 | 50' | - | 15' | TLC-BT-575 | 2 | 2 | 0 | | | |
| | | | | 50' | TLC-LED-1150 | 3 | 3 | 0 | | | |
| 6 | TOTALS | | | | | | | | 31 | 26 | 5 |

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Mountain Brook Sports Pole Replacement
Mountain Brook, AL

| GRID SUMMARY | |
|--------------|-------------------------------|
| Name: | Field 7 |
| Size: | 200'/200'/200' - basepath 60' |
| Spacing: | 20.0' x 20.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | | |
|------------------------------|-----------------------------------|------------|
| | MAINTAINED HORIZONTAL FOOTCANDLES | |
| | Infield | Outfield |
| Guaranteed Average: | 50 | 30 |
| Scan Average: | 64.76 | 40.86 |
| Maximum: | 78.44 | 58.99 |
| Minimum: | 42.91 | 24.85 |
| Avg / Min: | 1.51 | 1.64 |
| Guaranteed Max / Min: | 2 | 2.5 |
| Max / Min: | 1.83 | 2.37 |
| UG (adjacent pts): | 1.49 | 1.65 |
| CU: | 0.72 | |
| No. of Points: | 25 | 73 |
| LUMINAIRE INFORMATION | | |
| Applied Circuits: | A | |
| No. of Luminaires: | 26 | |
| Total Load: | 26.45 kW | |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



Mountain Brook Sports Pole Replacement
Mountain Brook, AL

EQUIPMENT LAYOUT

INCLUDES:

- Field 3
- Field 4
- Field 5
- Field 6
- Field 7

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

| QTY | LOCATION | Pole | | Luminaires | | QTY / Pole |
|-----|-----------|---------|-----------------|-----------------|----------------|------------|
| | | CLASS | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | |
| 3 | A1-A2, A5 | | - | 50' | TLC-LED-1150 | 3 |
| 1 | A3 | | - | 30' | TLC-BT-575 | 1 |
| 1 | A4 | LSS60C | - | 20' | TLC-BT-575 | 2 |
| | | | - | 60' | TLC-LED-1150 | 3/3* |
| 1 | A6 | | - | 30' | TLC-BT-575 | 1 |
| | | | - | 50' | TLC-LED-1150 | 3 |
| 2 | A7, A10 | LSS60AA | - | 60' | TLC-LED-1150 | 3 |
| 2 | A8-A9 | LSS60A | - | 15.5' | TLC-BT-575 | 1 |
| | | | - | 60' | TLC-LED-1150 | 3 |
| 1 | B1 | | - | 15.5' | TLC-BT-575 | 1 |
| | | | - | 50' | TLC-LED-1150 | 4 |
| 1 | B2 | | - | 15.5' | TLC-BT-575 | 1 |
| | | | - | 50' | TLC-LED-1150 | 4/4* |
| 1 | B3 | LSS60A | - | 15.5' | TLC-BT-575 | 1 |
| | | | - | 15.5' | TLC-LED-1150 | 4 |
| 1 | B4 | | - | 50' | TLC-LED-1150 | 4 |
| 7 | B5-B7 | | - | 50' | TLC-LED-1150 | 3 |
| 1 | B8 | LSS60A | - | 15.5' | TLC-BT-575 | 2 |
| | | | - | 60' | TLC-LED-1150 | 4 |
| 2 | C1-C2 | | - | 15.5' | TLC-BT-575 | 2 |
| | | | - | 50' | TLC-LED-1150 | 3 |
| 24 | TOTALS | | | | | 114 |

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

| Ballast Specifications (.90 min power factor) | Line Amperage Per Luminaire (max draw) | | | | | |
|--|---|-------------|-------------|-------------|-------------|-------------|
| | 208 (80) | 220 (80) | 240 (80) | 277 (80) | 347 (80) | 480 (80) |
| Single Phase Voltage | 6.8 | 6.5 | 5.9 | 5.1 | 4.1 | 3.7 |
| TLC-LED-1150 | 3.4 | 3.2 | 2.9 | 2.5 | 2.0 | 1.8 |
| TLC-BT-575 | | | | | | |



ENGINEERED DESIGN By: Isaac Sanders · File #202224C · 04-Sep-20

Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT



Caldwell Mill Road Bridge Replacement

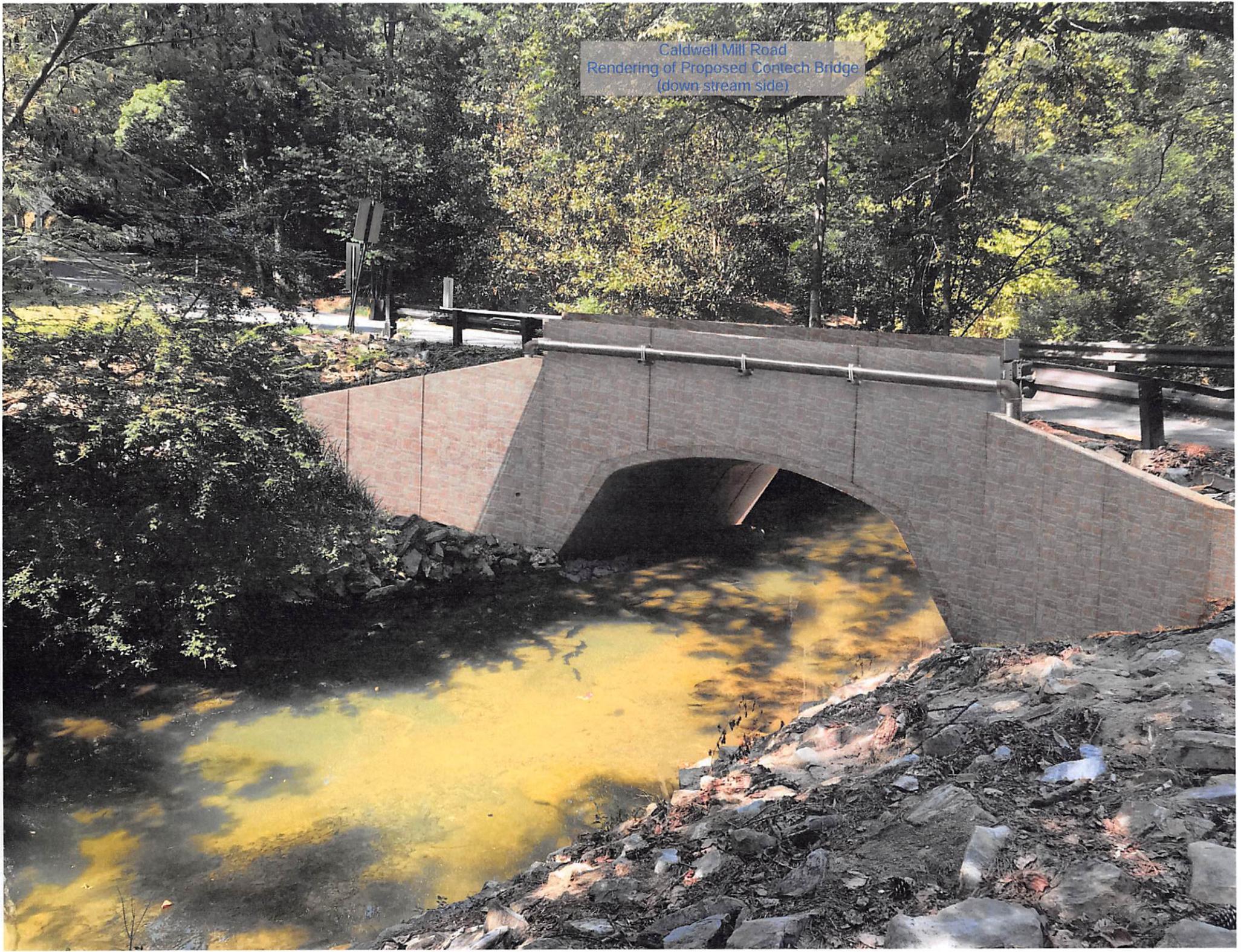
Proposed Water Main Relocation Work Description

- The existing 6" water main under the creek conflicts with the proposed footings for the new bridge (new bridge is wider than the existing bridge).
- BWWB advised that they cannot bore a new water main under the creek due to the high cost. BWWB proposed attaching the relocated water main on the bridge as a cheaper option.
- At some point during the construction of the new bridge, BWWB will shut off the water main under the creek at the two adjacent valves on either side of the creek. All residences near the bridge site will still have water service during construction. This will allow the City's contractor to remove the conflicting portions of the existing water main and construct the new footings for the bridge and wingwalls.
- Contech will provide provisions for installation of water main brackets into the downstream headwall of the bridge. BWWB will provide the water main size and weight information as well as the location of the brackets. The City's contractor for the bridge project will provide and install the brackets on the headwall of the bridge for the relocated water main. The City's contractor will also install the rock facing on the headwall of the bridge around the water main brackets.
- After the new bridge is constructed, BWWB will come in and relocate the water main attached to the downstream bridge headwall using the brackets installed on the headwall. The new water main will be upgraded to an 8" water main.
- This plan will allow the City to go ahead and bid and construct the bridge replacement project prior to the relocation of the water main.

Example of a similar Contech bridge with water main attached. Note that the Caldwell Mill Rd bridge will have a stone barrier rail instead of guardrail shown here.



Caldwell Mill Road
Rendering of Proposed Contech Bridge
(down stream side)





September 9, 2020

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

Subject: Additional Services Proposal
BWVB Water Main Relocation & Contract Document Revisions
Bridge Replacement on Caldwell Mill Road over Little Shades Creek
Gresham Smith Project No. 42480.00

Dear Sam:

As you are aware, the existing water main under Little Shades Creek must be relocated in order to construct the new bridge on Caldwell Mill Road. We have been coordinating this relocation with Birmingham Water Works Board (BWVB) for some time. BWVB has generally been somewhat unresponsive to our requests to coordinate the water main relocation, and the BWVB staff working on the relocation changed in the middle of the process. As we've discussed previously, BWVB has recently proposed attaching their relocated water main to the downstream headwall of the new bridge. Contech has indicated that they can make provisions for this in the design and construction of the headwall.

Our original scope of services for this project included utility coordination work to submit plans to all utility companies in the area and identify any utility relocations that are needed. Utility relocation design services were not included in our original scope of services. With the proposal by BWVB to attach their relocated water main to the headwall of the new bridge, Gresham Smith is in a position where we have to get involved in coordinating the sequencing and some of the details of this relocation work with BWVB and Contech.

We are requesting the City's approval of additional utility design/coordination services related to the relocation of the BWVB water main. In order to keep the water main relocation and the project moving forward, we have already completed the following tasks:

1. Made several plan submittals to BWVB for their use in designing the water main relocation
2. Several calls and emails with BWVB to coordinate our project construction with their proposed water main relocation. BWVB personnel working on this changed in the middle of the process.

Genuine Ingenuity

3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200
GreshamSmith.com



3. Several calls and emails with BWWB to discuss water main relocation options and schedule
4. Facilitated meeting with BWWB, City of Mountain Brook and Contech to discuss installing relocated water main on the bridge
5. Coordinated details of water main installation on bridge headwall with BWWB and Contech

Future tasks to that still need to be completed are:

1. Additional coordination with BWWB on the sequencing and details of the water main relocation
2. Coordinate mounting bracket and water main details with Contech. Review revised Contech headwall plans and forward to BWWB for review and concurrence
3. Make revisions to Gresham Smith plans to accommodate future relocation of water main during construction of the bridge project
4. Coordinate with BWWB during construction of the bridge so they can relocate the water main at the appropriate time during construction and not delay the re-opening of the bridge and completion of the project.

To date, Gresham Smith has expended \$3,025 on the water main relocation design/coordination tasks outlined above. Based on the future tasks that we anticipate having complete, we recommend an hourly budget of \$2,800 to complete the future tasks. Hopefully, our future coordination efforts with BWWB will go smoothly, and we will not need the entire budget amount. Therefore, Gresham Smith requests the City's approval of \$5,825 for the water main relocation design/coordination services described above. We propose to bill for these services on an hourly basis.

Construction Contract Documents Revisions

When we prepared our scope of services for this project, the City advised that they did not have any City standard public works bidding or construction contract documents. The City confirmed this during our 90% plan review for this project. Accordingly, earlier this year, Gresham Smith prepared the bidding and construction contract documents for this project, using industry standard EJCDC contract documents.

In June, the City Attorney advised that he had developed some public works project construction contract documents for the City that were adapted from documents from the State of Alabama Division of Construction Management. We will need to review the City's construction contract documents provided by the City Attorney and coordinate "customizing" them for use on this project. Additionally, we will need to obtain the advertising and bidding documents from the City Attorney and edit them for use on this project.

Since we previously completed the construction contract and bidding documents, Gresham Smith requests an additional \$700 to revise the bidding and construction contract documents for this project.

We appreciate your understanding and consideration of the additional services requests above. If you have any questions, please **don't** hesitate to contact me.



Mr. Sam Gaston
September 9, 2020
Page | 3

Sincerely,

Blair Perry, P.E.
Project Manager

BCP

Copy Ronnie Vaughn - City of Mountain Brook
 Sammy Harton - Gresham Smith

**Gresham
Smith**

Drainage Report – Northcote Drive

Mountain Brook, Alabama August 21, 2020

Discussion

A drainage problem exists in the vicinity of 3669 Northcote Drive which is located some 200 feet north of the intersection of Northcote with Warrington Road. At this location, a significant drainage way of around 74 acres crosses Northcote Drive approximately 130 feet from its confluence with a major tributary to Fuller Creek. The existing pipe that crosses Northcote Drive is a 36-inch equivalent arch pipe with a cross-sectional area of approximately 7 square feet. The improved stream channel upstream of the pipe is a 5 foot-wide by 4-foot deep channel section with a cross-sectional area of approximately 20 square feet

With the area of the downstream pipe being much less than the upstream channel, stormwater will jump out of the channel and flow overland across the street and downstream residential lot towards the tributary to Fuller Creek for severe storm events. This overland flow has caused damage to improvements on the residential lot.

In order to improve drainage conditions at this location it is proposed that the existing pipe be replaced with a larger pipe. With flows estimated to approach 300 cubic feet per second for the 25-year return period event, a pipe with cross sectional area of around 26 square feet is desired.

Survey measurements at Northcote Drive indicate that the outside top of a pipe under Northcote Drive must be 2.5 to 3 feet below the roadway surface (elevation 579.5) to be clear of the roadway and utilities. The elevation of the receiving stream is 570.3 at the location of the confluence. Allowing for a culvert slope of approximately 1% would set the culvert grade at Northcote at approximately 572. With this limitation, the greatest possible vertical dimension of a culvert would be four feet.

Options for Replacement Pipe

4 ft x 6 ft box culvert area = 24 sq-ft

3 ft x 6 ft box culvert area = 18 sq-ft

With the upstream channel being rectangular it is believed that a box-culvert section that would approximate the existing channel cross section would be the most effective design. The final choice between 4 ft x 6 ft and 3 ft x 6 ft section would depend on the available vertical dimension and the detailed location of utilities. Please refer to the exhibit that depicts the proposed pipe replacement.

The pipe replacement generally follows an existing storm drainage easement. It is possible that some additional easement may be required to accommodate the proposed design.

This study scope does not include Construction Documents. It is possible that Mountain Brook Public Works can self-perform the work, based on the recommendations provided herein. Alternately, Construction Documents can be developed that could be bid and the work performed by a chosen contractor.

Sam Gaston

From: Ronald Vaughn <vaughnr@mtnbrook.org> on behalf of Ronald Vaughn
Sent: Tuesday, September 08, 2020 9:25 AM
To: Sam Gaston; Steve Boone
Subject: Fwd: Northcote

More information concerning Northcote Drive drainage.

Ronnie Vaughn

Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

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

From: **Mark Simpson** <msimpson@schoel.com>
Date: Mon, Aug 24, 2020 at 12:03 PM
Subject: RE: Northcote
To: Ronald Vaughn <vaughnr@mtnbrook.org>
Cc: Walter Schoel III <wsiii@schoel.com>

Ronnie,

The cost estimate for the work is \$130-150K. This was priced based on installing the 6'x4' culvert. If a 6'x3' is required, then the cost would likely go down some.

I was able to get pricing from a local contractor that I worked with recently in Homewood on a similar project.

Thanks,

-Mark

Mark Simpson, PE, CFM

Senior Hydrologist

Schoel Engineering

1001 22nd Street South | Birmingham, Alabama 35205

Direct: 205.313.1155 | Main: 205.323.6166 | Fax: 205.328.2252 | Cell: 205.799.4724

msimpson@schoel.com | www.schoel.com



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From: Ronald Vaughn <vaughnr@mtnbrook.org>
Sent: Saturday, August 22, 2020 1:37 PM
To: Mark Simpson <msimpson@schoel.com>
Cc: Walter Schoel III <wsiii@schoel.com>
Subject: Re: Northcote

Thanks much.

Have a good weekend

Sent from my iPhone

On Aug 21, 2020, at 3:45 PM, Mark Simpson <msimpson@schoel.com> wrote:



Agreement for Consulting Services

Mountain Brook Junior High School Pond Modification

September 10, 2020

This **AGREEMENT**, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with the design of modifications to existing detention at Mountain Brook Junior High in Mountain Brook, Alabama.

PROJECT OVERVIEW

A detention pond located at the Mountain Brook Junior High School has a history of flooding. A previous study performed by Schoel indicates that modification to the existing pond outlet structure is required for reasonable improvement to the pond function. In addition, further flood protection can be achieved by increasing the vertical operating range by constructing a short wall along a portion of the pond rim. This work will include developing construction documents with design details for the recommended improvements.

PROPOSED SCOPE & SERVICES

1. Design of Outlet Structure Modification and Pond Rim Wall

The Consultant would prepare Construction Documents for the pond improvements. Previously gathered topographic data will be leverage for this scope item. The detailed scope is as follows:

- Coordinate as required with Client
- Develop preliminary design for review and approval by the Client
- Preparation of Final Construction Plans, Including:
 - o Cover Sheet
 - o Site Layout Plan
 - o Design Details
- Preparation of technical specifications
- Submittal to the City for review

Lump Sum Fee \$ 9,500

2. Assistance with Contractor Selection

The Consultant would assist the Client with contractor selection. The preliminary cost estimate suggests that the cost of the work will not exceed the threshold required by the Public Works Bid Law to seek public bids. The Detailed Scope is as follows:

- Assist in the selection of the Contractor
- Address questions posed by selected Contractor, issue clarifications if required
- Assist client with contract preparation and coordinate Client/Contractor administration
- Develop unit price or lump sum payment items for Contractor

Proposed Fee \$ 3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)

3. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The Consultant will review and approve pay request and assist with project closeout. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Proposed Fee \$ 3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)

NOT INCLUDED IN SCOPE OF WORK

1. Structural engineering
2. Modifications to the pond other than those outlined in the scope
3. Full Construction Engineering and Inspection (CEI), not assumed to be required
4. Assistance with Public Bid for work
5. Video inspection of existing culverts. Can be performed by Client or through an additional services agreement.
6. Construction surveying
7. Preparation of construction easement documents
8. Stormwater permitting with ADEM (not required)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2020

| | |
|---|--------------------|
| Senior Principal | \$ 275.00 per hour |
| Principal | \$ 200.00 per hour |
| Chief Land Surveyor | \$ 200.00 per hour |
| Senior Project Manager | \$ 150.00 per hour |
| Project Manager | \$ 140.00 per hour |
| Assistant Project Manager | \$ 130.00 per hour |
| Senior Professional | \$ 140.00 per hour |
| Project Professional | \$ 115.00 per hour |
| Staff Professional | \$ 100.00 per hour |
| Senior Designer / Survey Drafter / Specialist | \$ 100.00 per hour |
| Designer / Survey Drafter / Specialist 2 | \$ 85.00 per hour |
| Designer / Survey Drafter / Specialist 1 | \$ 75.00 per hour |
| Field Survey Party | \$ 175.00 per hour |
| Laser Scanning and Registration | \$3,000.00 per day |
| Modeler | \$ 125.00 per hour |
| Admin Support/Intern | \$ 70.00 per hour |
| Transportation | \$ 0.58 per mile |

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.

6) 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 Client's files. The Consultant may rely on the information provided by the Client without verification. 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 Services within established schedules.

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

(a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and

(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement,, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancelation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it 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 Force Majeure Event, the delayed party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

11) The invalidity 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 invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

15) Limitation of Liability. In no event may Consultant recover from Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation,

damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the Client's breach of its obligations hereunder or suspension or termination of this Agreement.

16) **Project Representative.** Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

17) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

18) Any forbearance or delay on the part of Client in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20) 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.

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) **Immigration Law Compliance.** Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services 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 Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant 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 Consultant 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.

23) **Amendment.** Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

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

(Signature Page Follows)

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 (CLIENT)

By: _____
Stewart H. Welch III

Its: Mayor

Date: _____

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walt Schoel III
Walter Schoel III

Its: President

Date: September 11, 2020

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: _____

Client: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Client's Project Number: _____ Client's Purchase Order Number: _____

Consultant's Project Representative: _____

Client's Project Representative: _____



6

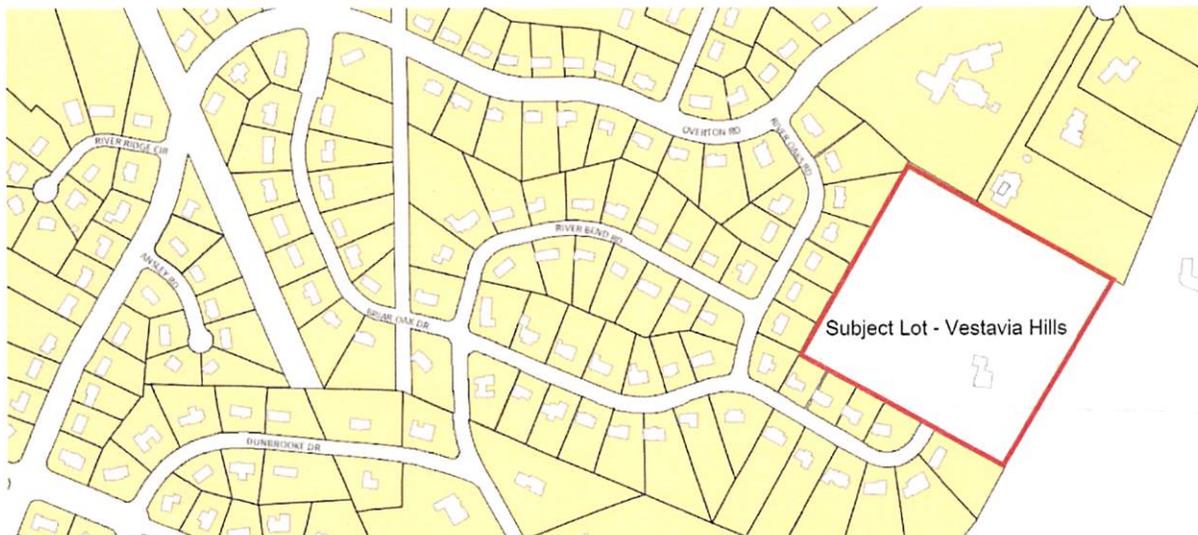
DATE: September 14 , 2020

TO: Mayor, City Council, City Manager, and City Attorney

FROM: Dana Hazen

RE: Briar Oak Drive Potential Development in Vestavia Hills

Subject lot is a 525K square-foot Vestavia Hills property, located at the end of a Mountain Brook Street near Overton Village.



Said property is for sale (has been for some time), and the MB neighborhood has concerns that they wish to share with the council. There is no action (or vote) requested at this time; the neighborhood wants to make the council aware of that a potential 15-lot Vestavia subdivision that may transpire. The neighborhood is seeking support and assurance from the city of MB that it will respond to any related construction concerns as to the use of Briar Oak Drive for construction traffic, and other development related “pains.” The city of MB’s inspections department will be happy to coordinate with that of VH in the event that any constructed related regulations are not upheld.

Here is a map showing a similar density (23 lots) on adjoining MB properties were the lot sizes range from 15,000 – 22,000 square feet; so the potential 15-lot (as advertised by real estate flyer) subdivision in VH would likely be in keeping with the surrounding MB density:



The MB planning department has been in touch with that of VH to confirm that the zoning of the site is R-2, and allows one lot per 15,000 square feet. Given the gross square footage of the lot, this would translate to 35 lots, however, by the time consideration is given to any potential lot configuration, street layout, and the floodway/floodplain, the maximum that could likely be developed is 15 lots.

The most notable limitation on the subject lot is that more than ½ of it is in the floodway (red) or floodplain (grey); neither or which is developable. *(Please disregard the grey MB/VH delineation line (from county maps)... the red jurisdictional boundary is correct.*

Web Maps



If a developer wanted to build according the existing zoning (R-2, 15,000sf lots) then the only opportunity for public input would be a VH planning commission hearing with regard the

subdivision arrangement (street layout, sidewalk, curbs/gutters, etc). State enabling legislation says that if a proposed subdivision meets the existing zoning and subdivision regulations than the PC must approve it.

So, there is little opportunity for the city of MB to effect change on the subject lot, but we may give every assurance that we can enforce whatever regulations we have with regard to the use and upkeep of the MB roads during construction, and we will be available to assist with coordination between the two city's departments of inspections, as needed.

Lower Dunbarton Neighborhood Residents

Concerns over potential/proposed Vestavia Hills Development at 3961 Briar Oak Drive

- Vestavia Hills city planning not aligned with current Mountain Brook planning and zoning regs.
- Current zoning of R-2 Residential
- Potential for further negative zoning changes by VH- R-3.
- Number of homes both proposed and feasible-too many
- Potential(HIGH) of decreasing the property values of the current residents of the neighborhood
- Increased traffic through the neighborhood-ongoing. Residents and service providers, utilities, food services,(shipt), delivery companies-Significant increase-exponential for each home
- Significant construction traffic during development, heavy equipment, dump trucks, cement trucks, workers...
- 3-4 year disruption due to construction
- Uptick in residential crime from massive inflow of out of town workers-burglaries and theft of property
- Landlocked VH neighborhood requiring use of MB infrastructure/already overburdened
- Increased speed in the neighborhood with VH residents
- Increased traffic on Overton Road and its accesses
- Utility strain from adding more homes to the service
- Loss of natural appeal of the neighborhood-trees/timbers from lot clearing/opens up MB residents back yards to the backs of proposed new homes
- Residents bought here because it was a quiet dead-end street with MB planning and zoning
- Concern over First Responder access and services of proposed VH neighborhood
- Tax dollars from the development(new homes) not benefiting MB and its residents
- Detrimental impact to the Cahaba River during construction
- Loss of habitat to birds and other wildlife on the river and property due to development



Beech Circle Closure Impact Analysis Mountain Brook, Alabama

Introduction

This report presents the results of a traffic count and speed analysis performed for several roadways in the vicinity of Beech Circle in the City of Mountain Brook. In January, 2020, the City Council voted to close Beech Circle at the City Limits line with the City of Birmingham. At the same time, the City contracted with Skipper Consulting, Inc. to perform data collection to determine the impacts to traffic flow which result from the closure by performing “before-and-after” traffic counts on several roadways between Euclid Avenue and Montclair Road. The “before” traffic counts were conducted in February, 2020. Beech Circle was closed to traffic on March 17, 2020. The “after” traffic counts were conducted in August, 2020. In addition, speed surveys were performed at two locations on Beech Street for “before” and “after” conditions in order to respond to requests received from citizens residing on Beech Street regarding perceived speeding on Beech Street.

Previous Studies

Skipper Consulting, Inc. first performed a study for Beech Circle in May, 2000. This was prior to the conversion of the connection from Beech Circle from Mountain Brook to Birmingham from two-way traffic to one-way northbound traffic. The purpose of the project was to project traffic volume shifts in the entire neighborhood for various planning scenarios, including: 1) making Beech Street one-way northbound from Mountain Brook into Birmingham, 2) closure of Xavier Circle, and 3) potential impacts of an expansion proposal at Montclair Hospital.

Beech Circle was converted to one-way northbound flow on the connection between Mountain Brook and Birmingham sometime between May, 2000 and October, 2001. In October, 2001, Skipper Consulting, Inc. performed a follow-up study to determine the impacts of the conversion of Beech Circle to one-way flow.

Traffic Count Comparison

Daily traffic volumes collected on study area roadways in February and August 2020 are displayed in Figure 1. Also included in Figure 1 are the traffic counts conducted in 2000 and 2001. The following observations can be made regarding the traffic count data:

- Traffic substantially increased (30% to 60%) at most of the count locations between 2001 and February, 2020.
- The impacts to traffic caused by COVID-19 are evident at several of the count locations due to altered activities at St. Francis Xavier Church, especially on Beech Street, where traffic in August, 2020 is 30% to 60% less than in February, 2020.
- The impacts of COVID-19 are less pronounced on Hagood Street, where traffic in August, 2020 is 90% to 95% of traffic in February, 2020.
- No roadways experienced an increase in traffic from February, 2020 to August, 2020.

Beech Street Speed Surveys

The posted speed limit on Beech Street is 25 miles per hour. Speed surveys were performed at two locations on Beech Street, immediately north and south of Beech Circle. The locations of the speed surveys are shown in Figure 2. The results of the speed surveys performed in February, 2020 and August, 2020 are shown in Table 1. The following observations can be made regarding the speed survey data:

- The speed surveys indicate that the average speed of traffic is less than 25 miles.
- The 85th percentile speed of traffic is less than 30 miles per hour.
- The volume of traffic exceeding 30 miles per hour is very small.
- Traffic speeds have shown a small decrease between February, 2020 and August 2020.

**Table 1
Beech Street Speed Analysis/Comparison**

Beech Street - south of Beech Circle

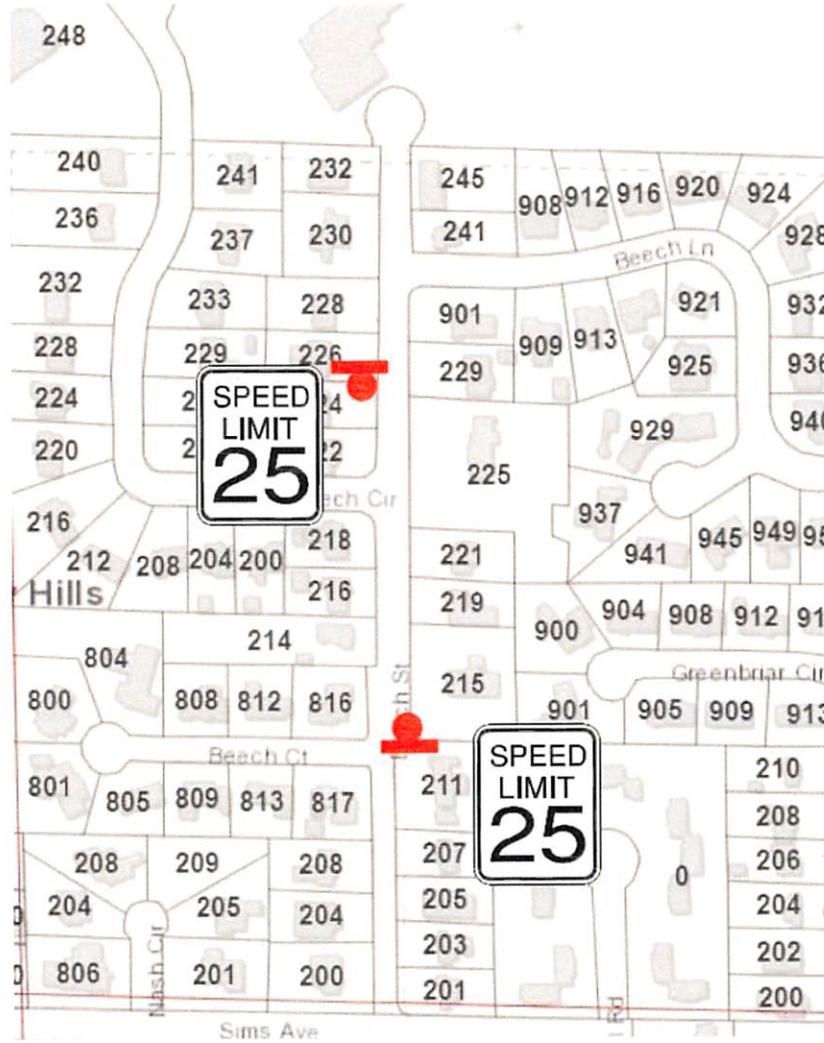
| <i>Day of Week</i> | <i>Date</i> | <i>Daily Count</i> | <i>Speed Analysis</i> | | | | | |
|--------------------|-------------|--------------------|-----------------------|-------------------|-------------------|-----|-------------------|----|
| | | | <i>Average</i> | <i>85th %tile</i> | <i>>25 mph</i> | | <i>>30 mph</i> | |
| Friday | 2/21/2020 | 837 | 23 | 27 | 256 | 31% | 18 | 2% |
| Friday | 8/28/2020 | 468 | 20 | 25 | 72 | 15% | 10 | 2% |
| Saturday | 2/22/2020 | 743 | 22 | 26 | 178 | 24% | 19 | 3% |
| Saturday | 8/29/2020 | 430 | 20 | 24 | 45 | 10% | 5 | 1% |
| Sunday | 2/23/2020 | 1268 | 22 | 26 | 272 | 21% | 19 | 1% |
| Sunday | 8/30/2020 | 551 | 21 | 25 | 84 | 15% | 5 | 1% |

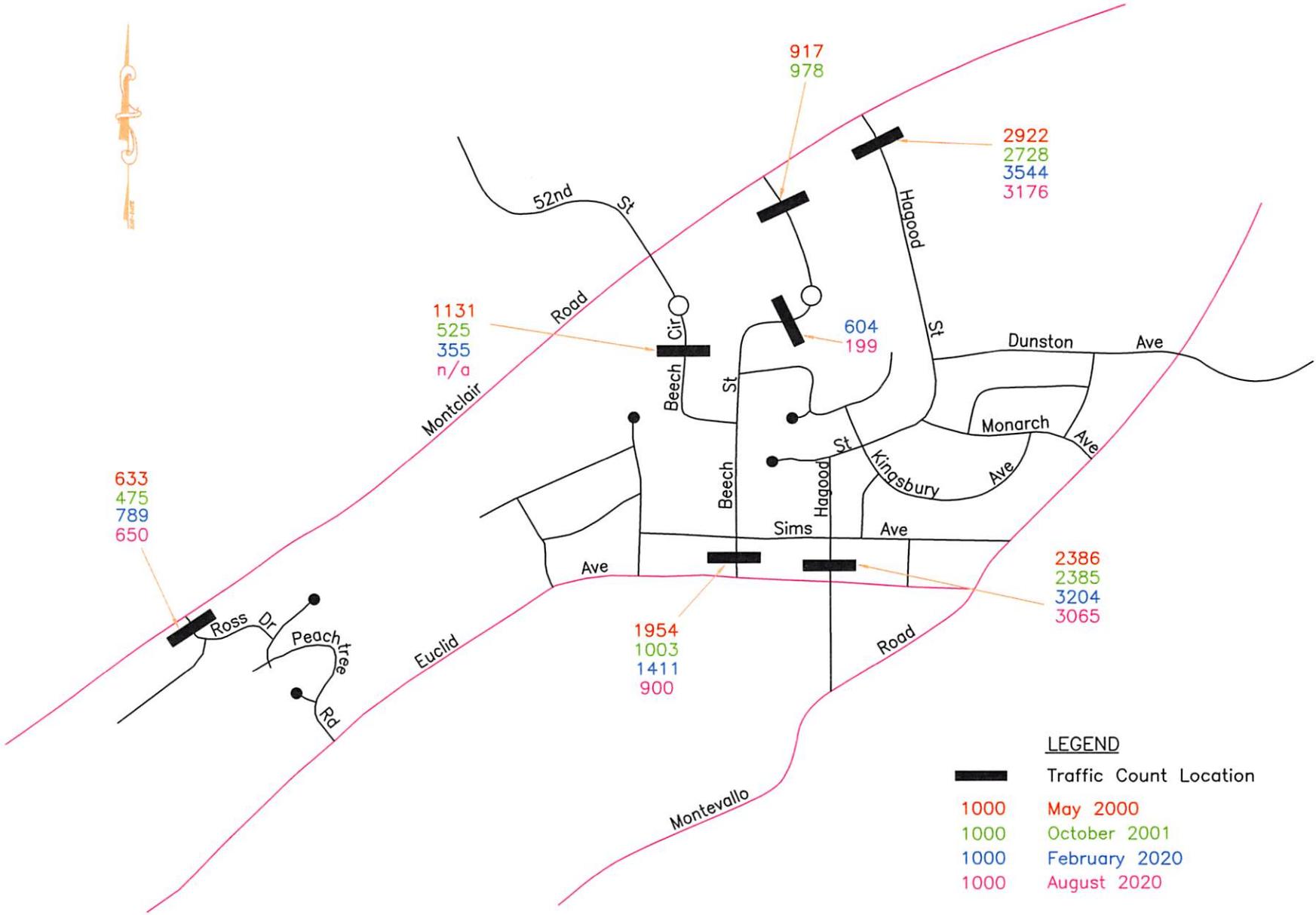
Beech Street - north of Beech Circle

| <i>Day of Week</i> | <i>Date</i> | <i>Daily Count</i> | <i>Speed Analysis</i> | | | | | |
|--------------------|-------------|--------------------|-----------------------|-------------------|-------------------|-----|-------------------|----|
| | | | <i>Average</i> | <i>85th %tile</i> | <i>>25 mph</i> | | <i>>30 mph</i> | |
| Friday | 2/21/2020 | 406 | 24 | 28 | 154 | 38% | 22 | 5% |
| Friday | 8/28/2020 | 279 | 21 | 25 | 53 | 19% | 4 | 1% |
| Saturday | 2/22/2020 | 470 | 23 | 28 | 162 | 34% | 28 | 6% |
| Saturday | 8/29/2020 | 320 | 21 | 26 | 72 | 23% | 5 | 2% |
| Sunday | 2/23/2020 | 988 | 23 | 28 | 355 | 36% | 42 | 4% |
| Sunday | 8/30/2020 | 447 | 22 | 27 | 119 | 27% | 9 | 2% |

Recommendations

Skipper Consulting, Inc. recommends that two additional 25 mile per hour speed limit signs be posted on Beech Street to reinforce the posted speed limit. The locations of the two proposed signs are shown below.





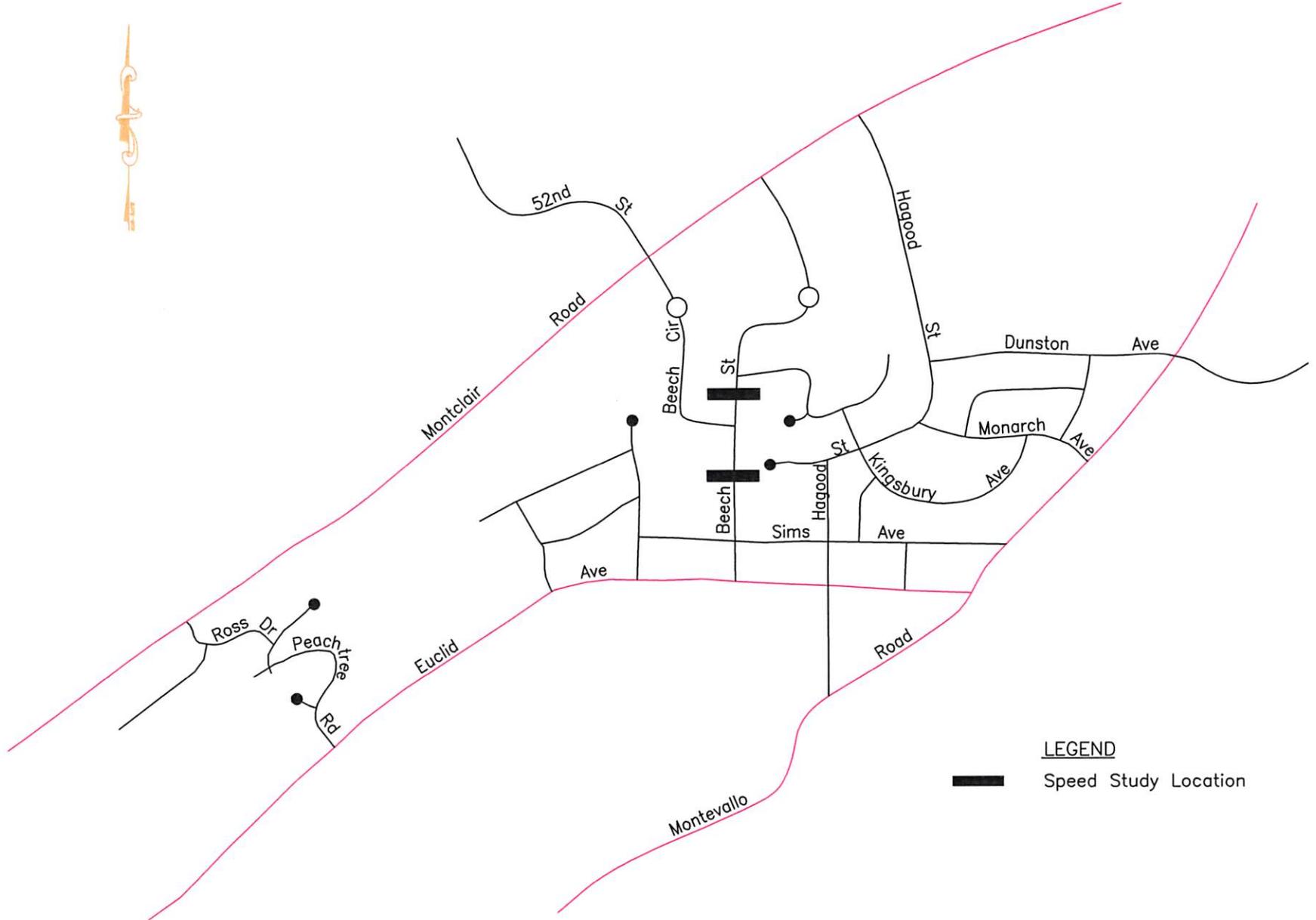
LEGEND

- Traffic Count Location
- 1000 May 2000
- 1000 October 2001
- 1000 February 2020
- 1000 August 2020



COMPARATIVE DAILY
TRAFFIC VOLUMES
BEECH CIRCLE CLOSURE
MOUNTAIN BROOK, ALABAMA

FIGURE 1



LEGEND

■ Speed Study Location



SPEED STUDY
LOCATIONS
BEECH CIRCLE CLOSURE
MOUNTAIN BROOK, ALABAMA

FIGURE 2

AUGUST 2020



Sam Gaston

From: Dee Brightwell <DBrightwell@ArbourValley.com> on behalf of Dee Brightwell
Sent: Wednesday, September 09, 2020 11:13 AM
To: gastons@mtnbrook.org
Cc: forbesj@mtnbrook.org
Subject: Petition for Reduced speed limit and stop sign - Briar Oak Circle
Attachments: Petition to City of Mountain Brook - Speed limit and stop sign.pdf

Sam,

I have attached a petition signed by everyone on Briar Oak Circle to have the speed limit lowered from 30 to 15 miles per hour and add a stop sign before the street T's into the cul-da-sacs off Briar Oak Circle. See picture for placement of stop sign.

Everyone is in agreement about the lowering of the speed limit and the adding of the stop sign.

I hope this item can be brought up and approved at the next council meeting. Since we are all in agreement, we hope this can be done quickly.

Please let me know the person I need to drop off the original petition.

This is a life and safety issue for the parents of kids on this street, teenagers use our street every week to hang out even though they are not visiting anyone who lives on the street and also have run over two slow down watch for children signs as well since June in the location of the requested stop sign.

Thank you,

Dee Brightwell
Director of Development
242 Inverness Center Drive
Birmingham, Alabama 35242
T: 205-909-0060
C: 205-777-9132
www.arbourvalley.com



Please let me know the person I need to drop off the original petition.

This is a life and safety issue for the parents of kids on this street, teenagers use our street every week to hang out even though they are not visiting anyone who lives on the street and also have run over two slow down watch for children signs as well since June in the location of the requested stop sign.

Thank you,

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Director of Development
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www.arbourvalley.com



To: City Mountain Brook Council
Mountain Brook, Alabama

From:
Residents of Briar Oak Circle
Mountain Brook, Alabama 35223

Re: Request to reduce posted speed limit to 15 miles per hour and add a stop sign on Briar Oak Circle.

The residents who reside on Briar Oak Circle request the City of Mountain Brook lower the recently posted speed limit from 30 MPH to 15 MPH. In addition to the reduced speed limit, we request the City install a stop sign on Briar Oak Circle (see picture below) in order to slow the traffic coming around the corners to the cul-de-sacs.

Sincerely,
Residents of Briar Oak Circle

Briar Oak Circle Map:



Attached are the resident addresses and signatures:

Black, Lance
3709 Briar Oak Circle

A handwritten signature in black ink, appearing to read "Lance Black". The signature is stylized with a large, sweeping loop at the beginning and several horizontal strokes at the end.

Alexander, Heather & Chris
3717 Briar Oak Circle

Chris Alexander
Heather Alexander

Brightwell, Dee and Sara
3724 Briar Oak Circle

A handwritten signature in black ink, appearing to read "Dee Brightwell", is written over a solid horizontal line. The signature is cursive and fluid, with the first name "Dee" being the most prominent.

Burruss, Anne and John
3728 Briar Oak Circle

John & Anne Burruss

Holloway, Dawn and Edward
3729 Briar Oak Circle

Edward Holloway
dawn & holloway

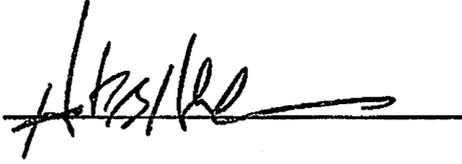
Sanders, Karen and Brant
3704 Briar Oak Circle

Brant Sanders
Karen Sanders

Blanton, Kimi and Frank
3725 Briar Oak Circle

~~MKP Blanton~~
Frank L. Blanton

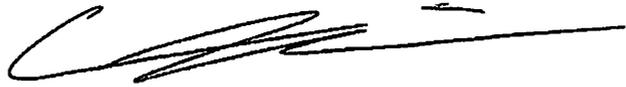
Holden, Louise and Heath
3721 Briar Oak Circle

A handwritten signature in black ink, appearing to read "H. Holden", is written over a solid horizontal line. The signature is stylized and cursive.

Graves, Mary Frances and David
3716 Briar Oak Circle

D. L. Graves
x Mary F. Graves

Simma, Sarah and Chris
3728 Briar Oak Circle

Sarah Simma


Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Wednesday, September 09, 2020 1:24 PM
To: Sam Gaston; Ted Cook; Ronald Vaughn
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

Yes, in addition to reducing the speed limit to 25 miles per hour and replacing the existing speed limit sign, I think adding a stop sign in the location shown below would also be appropriate.



Richard L. Caudle, P.E. (registered in AL and MS)
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: Sam Gaston <gastons@mtnbrook.org>
Sent: Wednesday, September 9, 2020 1:14 PM
To: Richard Caudle <richard@skipperinc.com>; Ted Cook <cookt@mtnbrook.org>
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

You recommend a stop sign as well?

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



P.O. Box 10386, Birmingham, AL 35202-0386
Phone (205) 325-8787 Fax (205) 325-8788

*Central Alabama's Specialized Transit
A Project of the Birmingham Regional Paratransit Consortium*

August 21, 2020

Mayor Stewart Welch III
City of Mountain Brook
P.O. Box 130009
Mtn Brook, AL 35213
Re: ClasTran 2021 Local Match

Dear Mayor Welch III,

On behalf of our customers, Board of Directors and employees at Clastran, we wish to thank you for your past support. The people we serve as well as their families and care takers depend on the quality transportation that Clastran provides.

During 2020-21 Clastran will be managing FTA grants to continue the service for elderly, disabled and rural citizens of Jefferson County. These grants require matching funds. Transportation is provided to dialysis treatments, adult daycare facilities and other essential destinations such as to access health care, food and other basic needs necessary to maintain quality of life.

ClasTran continues to complete as many trips as requested even during the pandemic. However, please recommend any ways in which we can provide more transportation to your service area.

We are requesting \$1,000.00 in local matching funds. We would use this with other matching funds from Jefferson County to provide service using ClasTran buses to your city and the surrounding area.

Your city's contribution could be spread over as many as 12 monthly payments. We hope that you and the City Council will favorably consider this request. Our elderly and disabled citizens rely on this service every day.

If you have any questions, please feel free to call me at 205-325-8787 or e-mail me at sspencer@clastran.com.

Sincerely,

Shari Spencer
Executive Director

City of Mountain Brook



Amended Safer at Home Plan

On May 21, 2020, the State Health Officer issued a Safer at Home Order (the “Order”) to be implemented statewide.¹ That Order permits the re-opening and use of certain public facilities under conditions that are expressed in the Order. The City of Mountain Brook prepared its own Safer at Home Plan to provide the community clarity on how the regulations and conditions will apply to public facilities and amenities in the community. This Amended Plan reflects the application of the Order to the City as of July 9th, 2020.

1. **All Public Areas.** All property, areas, and facilities that are either owned or operated by the City of Mountain Brook or belong to or are used for the benefit of the general public shall be subject to the following rules, unless modified by more specific rules concerning certain activities:
 - i. Social distancing must be maintained pursuant to CDC and State Health Officer guidelines in place, as they may be amended from time to time. As of the date of this Plan, adequate social distancing means that all persons shall maintain a consistent six-foot distance between himself or herself and all persons from a different household.
 - ii. Any person who has a fever, cough, or other symptoms of COVID-19, who has been exposed to an individual known to have tested positive for COVID-19 or who has tested positive for COVID-19 shall not utilize any property, area or facility of the City of Mountain Brook unless and until such person has been specifically released from any and all COVID related restrictions by public health authorities or his or her health care provider.

These rules apply to public parks, public buildings, recreational facilities, sidewalks, and rights of way. They do not apply to persons operating or occupying motor vehicles on public streets, rights of way or public property.

2. **Parks.** Public parks will be open, subject to the other conditions in this Plan. Social distancing guidelines must be followed. Vulnerable individuals are encouraged to follow the stay-at-home guidelines.
 - a. Individuals must remain six (6) feet apart unless within the same family unit. The use of face masks is strongly encouraged.

¹ The Order was extended until October 2, 2020 by Order of August 27, 2020.

- b. Organized athletic team activities shall be permitted subject to the specific regulations in the Order and subject to the provisions in Section 3 of this Plan. Pick-up games or other activities where social distancing cannot be maintained will not be allowed in the parks regardless of the number of participants. The use of tennis courts shall be permitted subject to the following:
 - o Participants shall not congregate within six feet of other participants unless required to participate in the activity.
 - o Participants shall not share equipment (other than tennis balls), water coolers, bottles, cups, towels or other items.
 - o No more than four (4) persons shall be permitted on any one court at any one time.
- c. Drinking fountains are open at the parks and fields subject to the discretion of the Parks & Recreation Superintendent.
- d. Pavilions will be open for general use but may not be rented until further notice. The general social distancing rules shall apply to all pavilion use. Any person using a pavilion must clean and disinfect all surfaces used, including specifically any picnic tables, after the pavilion use is completed.
- e. Public restrooms are open at the parks and fields subject to the discretion of the Parks & Recreation Superintendent.
- f. All persons using parks should limit contact with commonly touched surfaces except to the extent necessary. Park patrons will be expected to provide their own hand sanitizer or disinfectants.
- g. Other regulations that are park specific may be posted at each park and must be followed at all times.
- h. The City reserves the right to close the parks without notice.

3. **Sports Fields.** The following sports fields shall be open to the public, subject to the general rules and guidelines concerning field use:

- Mountain Brook Jr. High
- Mountain Brook Elementary
- Crestline Elementary
- Brookwood Forest Elementary
- Cherokee Bend Elementary
- Rathmell (MB Sports Park Foundation use only)
- Mountain Brook High School
 - o Soccer Fields
 - o Tennis Courts
 - o Track
 - o Baseball Fields (except for Varsity field)

Organized team use may be permitted subject to submission of a plan by those responsible for such activity and execution of an agreement acknowledging and agreeing to abide by State Health Officer's orders concerning organized team activities. The City reserves the right to permit or disallow any request in its sole discretion.

4. **Playgrounds.** All City playgrounds, including the playgrounds at the Tot Lot, Canterbury Road and Overton Park, will be open for use, subject to general social distancing regulations. The playgrounds at Crestline Elementary, Brookwood Forest Elementary, Cherokee Bend Elementary and Mountain Brook Elementary Schools are subject to the rules and regulations of the Mountain Brook Board of Education. Whether and to what extent they will be available for use is subject to the discretion of the Board of Education.
5. **City Hall.** Access to Mountain Brook City Hall will remain limited to keep both employees and members of the public safe. The front door (Church Street side) will be locked. The public may enter the building only if they have an appointment with the City Manager, other staff, or are conducting business with the revenue department or the Court magistrate. All persons should enter City Hall through the entrance on the Hoyt Lane side (Oak Street Garden) of the building and exit through the entrance on the Tibbett Street side (Police) of the building.
 - a. **Administrative Services.** City administrative services shall continue by way of telephone, fax, email or the City's website, www.mtnbrook.org, or P.O. Box 130009, Mountain Brook, AL, 35213. Those needing administrative services in the Magistrate and Revenue areas may enter the building as described above and should contact those departments to gain access to the building. All other City services are currently by appointment only. Depending on the department and the ability to provide adequate social distancing, appointments may be by telephone or online meetings. In-person meetings may be available for some departments when necessary or appropriate. Available options will be provided when appointments are requested. Second floor of City Hall will be closed to the general public.
 - b. **Court.** Municipal Court has been resumed as of June 17, 2020. Court personnel continue to be available by phone and, in some circumstances, in person to answer questions, to take payments and handle other court related matters. Persons attending court shall follow protocols established by court officials. Generally, the number of persons allowed in the courtroom shall be limited, all persons allowed in the courtroom shall wear face coverings and

no guests or family members shall be permitted to attend court with defendants. Defendants shall register their attendance on the Hoyt Lane side entrance of City Hall and then wait in their vehicle until summoned by text to enter the courtroom.

- c. **Police Department.** The police department remains closed to the general public except for those parties coming to the Department by appointment. All parties that do come to the Department are subject to the access procedures in place since the COVID-19 orders were put in place. Reports may be provided over the phone for non-emergencies by calling (205) 802-2414.
 - d. **Fire Department.** The fire department remains open and subject to the access procedures in place prior to COVID-19 orders. In order to maintain adequate social distancing, no persons from different households shall be permitted to occupy the waiting area/lobby of the fire department at the same time. Visitors will be required to wait outside the entrance (with appropriate social distancing) until the lobby is vacated. All visitors should call ahead for an appointment and arrangements can be discussed at that time.
6. **Public Works Facility.** The public works facility shall remain closed to the general public and meetings with administrative personnel shall be by appointment only. The general public may continue to purchase compost pursuant to current policies and subject to COVID-19 guidelines related to social distancing.
 7. **Library.** The library is open to the public Monday-Saturday, 10 am- 2 pm. Curbside Pick-up services for library materials are available Monday-Friday 10 am - 6 pm, and Saturday 10 am – 2 pm.
 8. **Face Masks/Coverings.** The City will abide by State and County Health Orders in its facilities and on all City property with regard to the use of face masks or face coverings. Pursuant to Orders in place as of the date of this Amended Plan, facemasks or face coverings shall be required in all parts of municipal buildings open to the general public until further notice unless one or more of the exceptions in Section 3 of the County Health Order of June 30, 2020 is applicable.

Date: September 10, 2020
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Opening Public Drinking Fountains

We currently have 7 public drinking fountains in the following locations:

| | |
|---------------------|---------------------------|
| Baseball Complex | Mountain Brook Elementary |
| MBHS Tennis Courts | Overton Park |
| Lower Soccer Fields | Jemison Park x 2 |

We will also be adding a new one on the Irondale Furnace Trail by the end of the month.

We have had some requests to open the fountains and I have researched the risks, guidelines, and what other communities are doing.

The water itself is not harmful or able to spread Covid-19. The risk comes from pressing the button to operate the bubbler. Several of ours have foot pedals so that is a plus.

I can't find much information from the CDC or state on re-opening drinking fountains. They seem to allow it as long as they are flushed upon opening and cleaned regularly. The NRPA sends out a questionnaire regularly to see what communities across the country are doing and the last survey posted on August 21 says that 52% of public drinking fountains are closed.

Most of our fountains are located near our restrooms that are being cleaned each day so we can wipe the drinking fountains at the same time. We will make sure all of our crews carry some disinfectant and can wipe them down each time they are working near one.

I think we should encourage the public to limit touching the fountains with their hands if at all possible and to use hand sanitizer before and after using them.

I also think it would be good to have them open under my discretion in the event we need to shut them down quickly for some reason.