REGULAR MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL

DECEMBER 14, 2020, 7:00 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, public gatherings of 10 or more are generally not permitted without adequate social distancing. Should anyone wish to listen, observe or participate in the City Council meeting above, please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 12142020). Should the meeting be interrupted for any reason, meeting attendees, participants and presenters should contact the City at city@mtnbrook.org for instructions.

1. Resolution expressing gratitude to Philip E. Black for his service on the City Council.

2. Approval of the minutes of the November 23, 2020, regular meeting of the City Council.

3. Consideration: Resolution ratifying the execution of an agreement between the City and Stone & Sons Electrical Contractors, Inc., for the installation of a Rapid Rectangular Flashing Beacon (RRFB) for the crosswalk at the intersection of Overbrook Road at Pine Crest Road.


5. Consideration: Resolution authorizing the execution of an agreement for the installation of water service and fountain at Cahaba River Walk.

6. Consideration: Resolution ratifying and reaffirming the City’s commitment to promote safe workplace guidelines as suggested by the City’s workers’ compensation insurer.

7. Consideration: Resolution authorizing the execution of a contract between the City and Hoke Animal Clinic for veterinary services.

8. Consideration: Resolution requesting the Alabama Legislature introduce for consideration a local bill granting the City the authority to establish Entertainment Districts in Crestline, English and/or Mountain Brook Villages.

9. Consideration: Ordinance authorizing the placement of stop signs (2) on Vine Street at its intersection with Dexter Avenue (making the intersection a 4-way stop).

10. Consideration: Ordinance authorizing the placement of a stop sign at Arundel Drive (southbound) at its intersection with Asbury Road (making the intersection a 3-way stop).

11. Consideration: Ordinance amending Chapters 14 and 6 of the City Code with respect to animal boarding and other fees and disposal of impounded animals, respectively.

12. Announcement: The next regular meeting of the City Council is January 11, 2021, at 7:00 p.m. (means and location to be announced).

RESOLUTION NO. 2020-206

EXPRESSION OF GRATITUDE TO PHILIP BLACK
FOR HIS DEDICATED SERVICE TO THE CITY ON THE
CITY COUNCIL

WHEREAS, Philip Black has served with distinction on the City Council of Mountain Brook from November of 2016 to October of 2020; and

WHEREAS, Philip Black brought invaluable insight to the City Council’s decisions, especially regarding rezoning, conditional uses, and multiple zoning ordinance revisions, in addition to his willingness to serve on ad hoc committees; and

WHEREAS, Philip Black’s expertise and advice in building, engineering and construction for the various city infrastructure projects were a great asset to our City Council and City; and

WHEREAS, Philip Black is a true friend of planning having served on the Planning Commission since August of 2012, consistently taking a special interest in all matters of current and advance planning and continuing to serve on the Planning Commission as liaison to the City Council; and

WHEREAS, Philip Black’s vast institutional knowledge brought invaluable insight to decisions regarding all of Mountain Brook and its various villages; his thoughtful deliberation of all issues, steadfast dedication to his community, and strategic leadership being instrumental in establishing a legacy of sound city planning for years to come; and

WHEREAS, Philip Black is a true gentleman and the City of Mountain Brook expresses its gratitude to him for his unselfish service and tireless efforts while serving on the City Council, and;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council, on behalf of the residents of Mountain Brook, do publicly thank Philip Black for his exemplary service.

ADOPTED: The 14th day of December, 2020.

______________________________
Virginia C. Smith, President

APPROVED: The 14th day of December, 2020.

______________________________
Stewart H. Welch III, Mayor
MINUTE BOOK 91

MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 23, 2020

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

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 5:45 p.m. on the 23rd day of November, 2020. The Council President Pro Tempore (“Council President”) called the pre-meeting to order and the roll was called with the following results:

Present:    William S. Pritchard III, Council President Pro Tempore
            Gerald A. Garner
            Alice B. Womack
            Stewart Welch III, Mayor

Absent:    Virginia C. Smith, Council President
            Lloyd C. Shelton

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

1. AGENDA

1. Crestline Field dog ban hours—Shanda Williams (Resolution No. 2020-203 was added to the formal meeting agenda.) School officials will manage the lock weekdays. The interior gate will remain open all day for school children to move between the field and school property. The gates will be unlocked weekends.

2. City/Chamber Promotional video—Leadership Mountain Brook class (The promotional video was shown to the meeting participants. It was suggested that the video be distributed to area realtors and also available on the City’s and Chamber’s websites.)

3. Traffic study of Dexter Avenue and Vine Street intersection—Richard Caudle of Skipper Consultants. (It was agreed by all that this matter will be formally considered at the next regular meeting of the City Council on December 14, 2020.) The traffic consultant is recommending the intersection be made a 4-way stop.

4. Recommendation to make Arundel Drive and Asbury Road intersection a 3-way stop—Richard Caudle of Skipper Consultants. (It was agreed by all that this matter will be formally considered at the next regular meeting of the City Council on December 14, 2020.)

5. Pedestrian Crossing study on Overton Road at Knollwood Drive—Richard Caudle of Skipper Consultants (Resolution No. 2020-204 was added to the formal meeting agenda.)

6. On-call contract with Skipper Consultants for traffic engineering studies and reviews—Sam Gaston (Resolution No. 2020-205 was added to the formal meeting agenda.)

7. Appointments (2) to the Board of Zoning Adjustment—Dana Hazen (Resolution Nos. 2020-198 and 199 were added to the formal meeting agenda.)
8. Appointment to the Villages Design Review Committee—Dana Hazen (Resolution No. 2020-200 was added to the formal meeting agenda.)

9. Appointment to the Parks/Recreation Board—Shanda Williams (Resolution No. 2020-201 was added to the formal meeting agenda.)

10. Appointment to the Editorial Board—Sam Gaston (Resolution No. 2020-202 was added to the formal meeting agenda.)

11. Street light request at 1500 Amherst Circle—Sam Gaston
   
   • Kyle Schultz expressed his opposition to the placement of the street light at the proposed location as it is in his front yard
   • Saema Mirza of 1500 Amherst Circle stated that she is indifferent as to the exact placement of the street light
   • Gaston invited Mr. Schultz to a meeting on-site with officials from Alabama Power and the City on Monday, November 30 at 2 p.m.

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

13. EXECUTIVE SESSION AND ADJOURNMENT

   Council President Pro Tempore Pritchard make a motion that the City Council convene in executive session to discuss a matter involving potential litigation and another matter involving preparation for negotiations with a group of public employees and that the City Council shall reconvene for its regular business meeting upon conclusion of the executive session. The motion was seconded by Council member Womack. The City Attorney then certified that the topics for discussion were allowed under Alabama Law to be discussed in executive session. Then, upon the question being put and the roll called, the vote was recorded as follows:

   Ayes: William S. Pritchard III, Council President Pro Tempore
          Gerald A. Garner
          Alice B. Womack

   Nays: None

   Abstained: None

   Council President Pro Tempore Pritchard then adjourned the meeting at approximately 6:40 p.m.

14. CERTIFICATION

   I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet videoconference on November 23, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

   City Clerk, Approved by
   City Council December 14, 2020
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 23, 2020

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

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7:00 p.m. on the 23rd day of November, 2020. The Council President Pro Tempore ("Council President") called the meeting to order and the roll was called with the following results:

Present:  William S. Pritchard III, Council President Pro Tempore
          Gerald A. Garner
          Alice B. Womack
          Stewart Welch III, Mayor

Absent:   Virginia C. Smith, Council President
          Lloyd C. Shelton

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the November 9, 2020, regular meeting of the City Council

2020-194  Expression of gratitude to Ellen Elsas for her dedicated service to the City on the Village Design Review Committee  Exhibit 1

2020-195  Grant Tier 1 retirement benefits to Tier 2 employees effective October 1, 2021  Exhibit 2, Appendix 1

2020-196  Modify the City’s longevity bonus program (making permanent the current $440,000 limitation) and eliminating the longevity bonus for employees hired on or after January 1, 2021  Exhibit 3

2020-197  Modify the City’s retiree medical benefit program for employees hired on or after January 1, 2021  Exhibit 4

2020-198  Appoint Russ Doyle as a supernumerary member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 13, 2022  Exhibit 5, Appendix 2

2020-199  Appoint Scott Boonhover as a full voting member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end October 14, 2022  Exhibit 6

2020-200  Appoint David Blackmon as a supernumerary to the Village  Exhibit 7,
Design Review Committee, to serve without compensation; the term of which will end on February 1, 2023

2020-201 Reappoint Trenton Wright to the Park and Recreation Board, to serve without compensation, with the term of office to end October 26, 2025

2020-202 Appoint Sam Chandler to the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end November 23, 2024

2020-203 Close Crestline Elementary playing field to the public weekdays between the hours of 7 a.m. and 3:30 p.m.

2020-204 Accept the professional services proposal submitted by Skipper Consulting, Inc., with respect to traffic engineering services related to a traffic study for the crosswalk crossing Overton Road at Knollwood Drive

2020-205 Accept the professional services proposal submitted by Skipper Consulting, Inc., with respect to on-call traffic engineering services

Thereupon, the foregoing minutes and resolutions (Nos. 2020-194 and 205) were introduced by Council President Pritchard and a motion for their immediate adoption made by Council member Garner. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III, Council President Pro Tempore
       Gerald A. Garner
       Alice B. Womack

Nays: None

Abstained: None

Council President Pritchard thereupon declared that said minutes and resolutions (Nos. 2020-194 through 2020-205 were adopted by a vote of 3—0 that and as evidence thereof he signed the same.

2. ANNOUNCEMENT

The next regular meeting of the City Council is December 14, 2020, at 7:00 p.m. (means to be announced).

3. ADJOURNMENT

There being no further business or matters for discussion, Council President Pritchard adjourned the meeting at approximately 7:10 p.m.
4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet videoconference on November 23, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council December 14, 2020

EXHIBIT 1

RESOLUTION NO. 2020-194

EXPRESSION OF GRATITUDE TO ELLEN ELSAS
FOR HER DEDICATED SERVICE TO THE CITY ON THE
VILLAGE DESIGN REVIEW COMMITTEE

WHEREAS, Ellen Elsas served on the City of Mountain Brook Village Design Review Committee for nineteen (19) years, beginning on January 28, 2002; serving as co-chair from January 2009 - March 2011, and as chair from March 2011 - February 2013. This committee, especially in its early years, was instrumental in drafting and promoting the adoption of a strong sign ordinance which has served to preserve the integrity of the village streetscapes; and

WHEREAS, Ellen Elsas’s dedication to place-making has enhanced the visual aesthetic of the village storefronts and sidewalks. Her enthusiasm for pedestrian friendly environs has influenced the adoption of many design review guidelines used by the Village Design Review Committee today; and

WHEREAS, Ellen Elsas’s attention to detail and her artistic perspective were positive contributions to the Village Design Review Committee, as well as to the Public Arts Committee; and

WHEREAS, Ellen Elsas lent grace, kindness, and thoughtfulness to a public hearing process that could sometimes be fraught with competing architectural design preferences and differences of opinion on aesthetics. Her cheerful demeanor was a perfect balance to her compelling voice of reason on tough design recommendations; and

WHEREAS, Ellen Elsas’s recommendations have always stemmed from a belief in the specialness of Mountain Brook and its villages; as she is passionately dedicated to improving the city’s public spaces; and

WHEREAS, Ellen Elsas volunteered her time participating in numerous work sessions on a variety of projects within Mountain Brook; from large-scale mixed-use developments such as Lane Parke to the smallest of elements in our Villages. Hers was always a valuable voice in emphasizing the importance of the context and style of the original Mountain Brook villages and the consistency of historical detailing; and

WHEREAS, it is the desire of the residents of Mountain Brook to express their appreciation to Ellen Elsas and recognize her service to our City.

NOW, THEREFORE, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Ellen Elsas for her years of dedicated service and wish her well in her endeavors.
RESOLUTION NO. 2020-207

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution of an agreement between the City and Stone & Sons Electrical Contractors, Inc., in the form as attached hereto as Exhibit A, with respect to the installation of a Rapid Rectangular Flashing Beacon (RRFB) for the crosswalk located at the intersection of Overbrook Road at Pine Crest Road.

ADOPTED: This 14th day of December, 2020.

________________________________________
Council President

APPROVED: This 14th day of December, 2020.

________________________________________
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 at its regular meeting held on December 14, 2020, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk

Stone & Sons RRFB Installation 2020-207
AGREEMENT TO INSTALL CROSSWALK EQUIPMENT

STONE & SONS ELECTRICAL CONTRACTORS, INC. (hereinafter referred to as the “Contractor”) enters into this Agreement to Install Crosswalk Equipment (“Agreement”) with the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation (“City”) effective as of the date last executed by a party below (the “Effective Date”).

1. Scope of Project. The Contractor will provide and furnish all labor, materials, equipment, and services necessary to perform the following project (the “Project”) in accordance with the terms, conditions and specifications set forth herein:

- Install a Rapid Rectangular Flashing Beacon (RRFB) system for the crosswalk located at the intersection of Overbrook Road at Pine Crest Road in the City of Mountain Brook. Contractor’s operations generally include installation of two (2) 13 foot aluminum poles with transformer bases and concrete foundations, and each pole to be equipped with two (2) RRFB light bars, a controller cabinet, pedestrian pushbutton and sign assembly, pedestrian crossing sign. Contractor is required to construct a power service and arrange for power with local power service provider, in conjunction with the City.
- Contractor shall provide and install all materials and equipment to be according to the plans prepared by Skipper Consulting, Inc. dated October 26, 2020, which are attached and incorporated herein as Exhibit A; and
- Contractor shall be responsible for utility location and traffic control during construction.

All of the operations to be performed by Contractor on the Project collectively may be referenced herein as the “Work.”

2. Project Schedule. Contractor will order the materials and equipment needed for the Work as soon as possible after the Effective Date. The parties understand that approximately eight (8) weeks may be required before these materials are delivered to Contractor. Contractor agrees to perform the Work and finish the Project within thirty (30) days after its receipt of the required materials.

3. Termination. The City may terminate this Agreement if the Contractor defaults on a material obligation to the City hereunder (a “Default”), and, following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy the Default within seven (7) days after receipt of notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available by law.

Additionally and notwithstanding any other provision herein, the City, effective upon provision of written notice to Contractor, may terminate this Agreement without any
liability, penalty or obligation to make payment for services or Work rendered after the
effective date of termination if its governing body does not appropriate or allocate funds
for payment of the Project. In the event of such termination for non-appropriation, the City
shall remain obligated to pay for services or Work furnished prior to termination.

4. Warranties of Contractor. The Contractor warrants each of the following with
respect to its Work and the Project:

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

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

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

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

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

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

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

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

(i) Comprehensive General Liability: One Million Dollars ($1,000,000), combined single limit and aggregate for bodily injury and property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars ($1,000,000) combined single limit and aggregate for bodily injury and property damage; and

(iii) Workers Compensation: Workers’ Compensation as required by statute.

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

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

(c). Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, liabilities, expenses (including reasonable attorney’s fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a “Contractor Representative”) that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.
(d). Waiver of Consequential Damages. In no event may Contractor recover from the City 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 City’s breach of its obligations hereunder.

6. Compensation to Contractor. The total lump sum amount payable by the City to the Contractor for the Work (inclusive of any material and equipment to be supplied by it) shall be Twenty Two Thousand Eight Hundred Eighty Seven & 55/100 Dollars ($22,887.55, hereinafter the “Contractor Charge”).

Upon certification from the City Project Representative that Contractor has successfully completed the Project, Contractor will submit an invoice for the entire Contractor Charge, and the City will remit payment for any undisputed amount of that Charge within thirty (30) days after receipt of that invoice.

7. Project Representative. The parties appoint the following respective representative who shall coordinate with the other party on all matters related to the performance of the Work and the administration of this Agreement (the “Project Representative”):

City Project Representative:

Richard Caudle, P.E.
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
Email: richard@skipperinc.com
Office (205) 655-8855 fax (205) 655-8825

Contractor Project Representative:

J. Mark Roupe
Project Manager
2530 Queenstown Road
Birmingham, AL 35210
Email: mroupe@stoneandsons.com
Office (205) 833-8494 fax (205) 833-9390

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.

a. This Agreement sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

b. 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.

c. Any forbearance or delay on the part of the City 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.

d. The Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the City, which consent may be withheld for any reason.

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

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

g. Immigration Law Compliance. The Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that 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. The Contractor further
represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

(Signature Page Follows)
IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organization.

STONE & SONS ELECTRICAL CONTRACTORS, INC.

By: 

Its: 

Date: 12-1-20

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: 

Date: 12-2-2020
See attached.
POLES, POLE CAPS, TRANSFORMER BASES, AND CABINETS SHALL BE PAINTED "MOSSY MOSS" GREEN. PAINT CODES APPROVED FOR USE INCLUDE NAL D092, FEDERAL STANDARD 5042, OR HEX COLOR CODE #34594D.

RAPID RECTANGULAR FLASHING BEACON ASSEMBLY
RESOLUTION NO. 2020-208

A RESOLUTION AMENDING THE CITY’S
STORM WATER MANAGEMENT PROGRAM PLAN

WHEREAS, the City of Mountain Brook, Alabama (“City”) is a member of the Storm Water Management Authority, Inc. (“SWMA”).

WHEREAS, SWMA, in conjunction with the Jefferson County Department of Public Health (“JCDH”) has assisted the City in the development of its Storm Water Management Program Plan (“Plan”), in the form as attached hereto as Exhibit A, to be adopted by the City so that the City may maintain compliance with its Alabama Department of Environmental Management (ADEM) Permit ALS000001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby amends its previously adopted Storm Water Management Program Plan (Ordinance No. 2063), in the form as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the amended Storm Water management Program Plan shall become effective January 1, 2021.

ADOPTED: This 14th day of December, 2020.

________________________________________
Council President

APPROVED: This 14th day of December, 2020.

________________________________________
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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on December 14, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on December 15, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

______________________________
City Clerk
STORM WATER MANAGEMENT PROGRAM PLAN
January 2021

Prepared For
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Prepared by
Jefferson County Department of Health
1400 Sixth Avenue South
Birmingham, Alabama 35233
(205) 930-1230
Signatory and Certification Requirements:

I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information the information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

______________________________  ________________
Stewart H. Welch, III                  Date
Mayor, City of Mountain Brook

Address: P.O. Box 130009
Mountain Brook, AL 35213

Phone: (205) 802-3800
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APPENDICES

Appendix A – Mountain Brook Storm Water Program Documents

Appendix B - Storm Water Collection Systems Operations

Appendix C - Illicit Discharge Detection and Elimination (IDDE)

Appendix D - Construction Site Storm Water Runoff Control

Appendix E - Spill Prevention and Response

Appendix F - Pollution Prevention/Good Housekeeping for Municipal Operations

Appendix G – Industrial Storm Water Runoff
INTRODUCTION

REGULATORY OVERVIEW

The City of Mountain Brook (City) was issued by the Alabama Department of Environmental Management (ADEM) a Municipal Separate Storm Sewer System (MS4) Individual Phase I Permit (ALS000018) on June 7th, 2017 (Appendix A). This permit went into effect on July 1, 2017. Previously, the City was included as a Co-Permittee under permit number ALS000001.

As a condition of this permit, “The permittee is required to develop, revise, implement, maintain and enforce a storm water management program (SWMP) which shall include controls necessary to reduce the discharge of pollutants from its MS4 consistent with Section 402(p)(3)(B) of the Clean Water Act and 40 CFR Part 122.26. These requirements shall be met by the development and implementation of a storm water management program plan (SWMPP) which addresses the best management practices (BMPs), control techniques and systems, design and engineering methods, public participation and education, monitoring, and other appropriate provisions designed to reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP)”.

Per the requirements of NPDES Permit Number ALS000018, BMPs, measurable goals, and responsibility designations are provided for each of the following program elements:

- Storm Water Collection System Operations
- Public Education and Public Involvement on Storm Water Impacts
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management in New Development and Re-Development
- Spill Prevention and Response
- Pollution Prevention/Good Housekeeping for Municipal Operations
- Application of Pesticides, Herbicides, and Fertilizers
- Oils, Toxics, and Household Hazardous Waste Control
- Industrial Storm Water Runoff
ADEM defines the fiscal year as October 1st to September 30th. Annual reports are required to be submitted to ADEM no later than January 31st following the previous fiscal year.

**MS4 JURISDICTIONAL BOUNDARY**

The City of Mountain Brook’s MS4 boundary is bound to the north by the city of Birmingham, to the south by the city of Vestavia, to the east by Irondale, and to the west by Homewood. Approximately 26 square miles of residential, commercial, industrial, undeveloped lands and streams make up the MS4 boundary. See **Figure 1: MS4 Boundary**.

There are two water bodies, Cahaba River and Shades Creek, which are considered impaired by the U.S. Environmental Protection Agency and ADEM within the MS4 boundary. The designated use for Cahaba River within the MS4 is Outstanding Alabama Water and Public Water Supply (OAW/PWS). The designated use for Shades Creek within the MS4 is Fish and Wildlife (F&W). Cahaba River has a United States Environmental Protection Agency (USEPA) approved Total Maximum Daily Load (TMDL) for Siltation and Habitat Alteration as well as for Nutrients. Shades Creek has a USEPA approved TMDL for Siltation, Turbidity and Habitat Alteration as well as for Fecal Coliform.

**LEGAL AUTHORITY AND ENFORCEMENT**

Part II C of the permit requires the City to review and revise its ordinances and regulatory mechanisms as necessary to comply with the permit. Below is a summary of the current ordinances, municipal codes, and regulations related to the management of The City of Mountain Brook’s MS4. These ordinances are found in **Appendix A**.

- **Ordinance 2024, Erosion and Sediment Control Ordinance**: Controls sedimentation leaving construction sites. The ordinance describes the fees, regulations, and the requirements surrounding a land disturbing permit issuance.

- **Ordinance 2092, Fee Schedule/Bond Requirements**: Requires a $10000 per acre bond for Land Disturbance and escalating fee for noncompliance of $100-$500 and revocation or suspension of permits.

- **2013 Subdivision Regulations**: Approved by the Planning and Zoning Board and carry the force of a City Ordinance. They address design requirements for residential and commercial storm water infrastructure.
• **Ordinance 1351, Tree Commission**: Encourages the planting of trees and shrubs to aid in the prevention of erosion and sedimentation, reduce storm water runoff, help control drainage, and restore denuded soil subsequent to construction and grading.

• **Ordinance 2091, An Ordinance to regulate Storm Water Detention within the City of Mountain Brook, Alabama**: Requires a pre development submittal of a pre and post construction drainage plan. Encourages and requires a site plot plan showing improvement and impervious surface area to reduce and limit storm water run-off onto other property and the public storm water system.

• **Ordinance 1633, Flood Ordinance**: Promotes public health, safety and general welfare by controlling construction and construction practices in and around the floodplain as well as controlling the alteration of natural flood plains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.

• **Ordinance 50 & 54, Litter, Waste, & Weed Ordinance**: Makes it unlawful to litter, leave waste or weed nuisance on private property or of a sidewalk or street in the city.

• **Ordinance 1112 Abandoned or Inoperable Motor Vehicle Ordinances**: Establishes a law against leaving abandoned and non-usable motor vehicles in the public right of way or within public view on private property.

• **Ordinance 536, Depositing of soil, construction debris, etc., by person engaged in grading or construction Ordinance**: Institutes a misdemeanor violation for leaving or depositing construction debris or materials in the public right of way yard trash and debris in the gutter line. It also controls siltation and construction materials to be contained.

• **Ordinance 2023 Illicit Discharge Ordinance**: Creates an enforcement capability and complaint system in place for illicit discharge of substances into the municipal storm water system.

• **Ordinance 2032 Regulating Nuisance on Private Property**: Establishes clear violation of public nuisance in amending sections of 50, 54 and 1112 regarding litter, waste, weeds, and vehicle nuisance on private property in relation to the public view or interest to protect the neighbor or general public from such public safety nuisance.
• **Ordinance 2019 Post Construction Ordinance:** Enacts the post construction regulations as set forth by the NPDES Permit issued to the city.

In 2011 The City of Mountain Brook adopted a Standard Operating Procedure Manual detailing activity guidelines and program elements.
The following table reflects which City department is responsible for implementing or coordinating BMPs for each separate program element:

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<th>RESPONSIBILITIES</th>
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<td><strong>Storm Water Collection Systems Operations</strong></td>
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<tr>
<td>Public Works/JCDH/SWMA</td>
<td>Maintain map of City owned/maintained structural controls</td>
</tr>
<tr>
<td>Public Works/Inspections</td>
<td>Semi-annual inspection of new and existing structural controls</td>
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<tr>
<td>Inspections</td>
<td>Develop SOP, inspection checklist, and maintenance procedures</td>
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<tr>
<td>Public Works</td>
<td>Stabilize and re-vegetate eroded areas as needed</td>
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<tr>
<td>Public Works</td>
<td>Remove floatable, litter, sediment, and debris from structural controls</td>
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<tr>
<td><strong>Public Education and Public Involvement on Storm Water Impacts</strong></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>Seek and consider public input in the development and implementation of the SWMPP</td>
</tr>
<tr>
<td>Public Works</td>
<td>Post signs prohibiting littering and illegal dumping</td>
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<tr>
<td>Administration</td>
<td>Educating individuals and households on reducing storm water pollution</td>
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<tr>
<td>Administration</td>
<td>Community involvement in the storm water program</td>
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<td>Administration</td>
<td>Evaluate the effectiveness of the public education program</td>
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<tr>
<td>Administration</td>
<td>Organize annual cleanup</td>
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<td><strong>Illicit Discharge Detection and Elimination (IDDE)</strong></td>
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<tr>
<td>JCDH/SWMA</td>
<td>Develop MS4 map of outfalls</td>
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<tr>
<td>Administration</td>
<td>Develop applicable ordinances and other regulatory mechanisms</td>
</tr>
<tr>
<td>JCDH/SWMA</td>
<td>Screen 20% of the stream miles during dry weather conditions</td>
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<tr>
<td>JCDH/SWMA/City Personnel</td>
<td>Illicit discharge source identification</td>
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<tr>
<td>JCDH/Code Enforcement</td>
<td>Elimination of illicit discharges</td>
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<td>Administration</td>
<td>Procedures to notify ADEM of a suspected illicit discharge entering the MS4 from an adjacent MS4</td>
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<td>Administration</td>
<td>Illicit discharge public reporting system</td>
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<tr>
<td>Administration</td>
<td>Educating employees on detecting an IDDE, tracing the source of and eliminating illicit discharge</td>
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<td>Administration</td>
<td>Ordinance/Regulatory mechanism availability</td>
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<td><strong>Construction Site Storm Water Runoff Control</strong></td>
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<td>Inspections</td>
<td>Inspection staff training</td>
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<td>Inspections</td>
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<td>Administration</td>
<td>Enforcement Response Plan (ERP)</td>
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<tr>
<td>Administration and Inspections</td>
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<tr>
<td>DEPARTMENT</td>
<td>RESPONSIBILITIES</td>
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<td><strong>Post-Construction Storm Water Management in New Development and Re-Development</strong></td>
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<tr>
<td>Administration</td>
<td>Develop applicable ordinances and other regulatory mechanisms</td>
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<td></td>
<td>Inventory of post construction structural controls</td>
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<td><strong>Spill Prevention and Response</strong></td>
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<td>Fire Department/Public Works</td>
<td>Spill prevention/spill response plan</td>
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<tr>
<td>Fire Department/Administration</td>
<td>Educating employees on spill prevention/spill response</td>
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<td><strong>Pollution Prevention/Good Housekeeping for Municipal Operations</strong></td>
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<td>Inventory of municipal facilities</td>
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<td>All Departments</td>
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<td>Administration</td>
<td>Short term and long term trash removal strategy</td>
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<td>JCDH</td>
<td>Educating employees on PHFs usage and storage</td>
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<td>JCDH/Administration</td>
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<td>JCDH/Administration</td>
<td>Annual Report submittal</td>
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STORM WATER COLLECTION SYSTEMS OPERATIONS

STRUCTURAL CONTROLS MAPPING

The City currently owns a structural control within our Public Works facility to mitigate volume flow off site onto the ALDOT ROW of I-459 but, maintains two private structural controls abutting the MS4 boundary limits (See Figure 2: Municipal Structural Controls). One structural control device is on the Birmingham Zoo property within the city limits of Birmingham and the other one is adjacent on Unincorporated Jefferson County property. The devices work collectively to help control flooding in Mountain Brook.

The City will monitor the addition of any City owned/ maintained structural controls.

Responsible Department: Public Works

STRUCTURAL CONTROLS INSPECTION

As stated in the permit, all existing and new structural controls owned/maintained by the Permittee shall be inspected using a standard inspection form found in Appendix B, SOAR format report or the Engineer’s Letter on a semi-annual basis, at a minimum. Although the City only owns one it, maintains more than one structure controls currently, any future inspections will be performed by a Public Works Supervisor and an annual report is submitted from our Consultant Engineer. Any deficiencies or maintenance recommendations listed on the inspection form in regards to the structural control will be addressed by our Public Works.

Responsible Department: Public Works

STANDARD OPERATING PROCEDURE (SOP) FOR STRUCTURAL CONTROL INSPECTION AND MAINTENANCE PROCEDURES

The standard inspection form found in Appendix B, SOAR inspection recording or Engineers Letter is used to document structural control inspections. Once any maintenance is completed, a city inspector and/or a contractor will re-inspect the Structural Control to ensure the structure can effectively function as designed.

Responsible Department: Inspections/Public Works
STABILIZATION AND RE-VEGETATION OF ERODED AREAS

During the inspection of the structural controls, areas of erosion will be documented. The Public Works Department will receive a copy of the inspection documentation noting the eroded areas and will stabilize and re-vegetate these areas.

Responsible Department: Public Works

FLOATABLES, LITTER, SEDIMENT AND DEBRIS IN STRUCTURAL CONTROLS

All floatables, litter, sediment, and/or debris found during the structural inspection will be documented. The Public Works Department will receive a copy of the inspection documentation and will remove the noted items. Public Works will maintain documentation of the estimated amounts of floatables, litter, sediment and debris removed during maintenance activities using the Storm Water Online Activity Record (SOAR) program.

Responsible Department: Public Works
PUBLIC EDUCATION AND PUBLIC INVOLVEMENT ON STORM WATER IMPACTS

DEVELOPMENT AND IMPLEMENTATION OF THE SWMPP

The City seeks public input on the SWMPP by posting the SWMPP on Mountain Brook’s website and city hall board for comments. Notification or request for comments announcement will be made at council meetings regarding updates or changes. The Council-approved SWMPP for the upcoming year will then be posted on the website and be submitted with the annual report.

Responsible Department: Administration

PUBLIC ACCESS TO CITY STORM WATER DOCUMENTS

The City posts copies of the current Annual Report, draft changes or updated SWMPP, current SWMPP and the NPDES permit on the City’s website by the Inspection Department. The documents will then be updated on the website as they are approved by the city council and/or submitted to ADEM.

Responsible Department: Administration

TARGETED POLLUTANT SOURCES FOR PUBLIC EDUCATION

The City discusses targeted pollutant sources in the section of the SWMPP titled “Community Involvement with the Storm Water Program”.

REDUCTION OF LITTER FLOATABLES AND DEBRIS

The City currently maintains litter signage within the Mountain Brook City Property. Signage will be updated as necessary to properly address these issues. Administration approves of the messages and Public Works installs the signs and/or labels.

Responsible Department: Administration and Public Works

EDUCATING INDIVIDUALS AND HOUSEHOLDS ON REDUCING STORM WATER POLLUTION

The City has posted on its website, information describing The City of Mountain Brook’s Storm Water Program. The information includes general information about the storm water permit with links and brochures about different ways to reduce storm water pollution in relation to
the different community segments. The information and links will be modified and/or updated on the website as needed. These same brochures on storm water issues are placed at City Hall for public pickup.

**Responsible Department: Administration**

**COMMUNITY INVOLVEMENT WITH THE STORM WATER PROGRAM**

**GENERAL PUBLIC**
The City currently has all storm water information links on the Department of Building, Planning and Sustainability Tabs listed as Storm Water with other standards and brochures containing information that informs the general public of:

- General impacts litter has on water bodies and ways to reduce the litter
- General impacts of storm water on surface water from impervious surfaces
- Source control BMPs in areas of pet waste, home vehicle maintenance, landscaping and rain water reuse.
- Impacts of illicit discharges and how to report them.

These materials will be updated as needed.

**Responsible Department: Administration**

**BUSINESSES**
The City has new and old business topic related information on its website and place in City facilities brochures containing information on the following business-related topics:

- Information on BMPs for use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
- Impacts of illicit discharges and how to report them.

These materials will be updated as needed.

**Responsible Department: Administration**

**HOMEOWNERS, LANDSCAPERS, AND PROPERTY MANAGERS**
The city has a storm water information page on its website and placed in city facilities brochures informing homeowners, landscapers, and property managers on the following topics:

- BMPs and storage of pesticides, herbicides, and fertilizers.
• Detention/retention pond maintenance.
• General impacts of storm water from impervious surfaces into surface water.

These materials will be updated as needed.

**Responsible Department: Administration**

**ENGINEERS, CONTRACTORS, AND DEVELOPERS**
The City has a storm water page on its website and placed in city facilities brochures to inform engineers, contractors and developers on the following topics:

• Impacts of increased storm water flows into receiving water bodies.
• Run-off reduction techniques and low impact development (LID)/Green infrastructure practices. Specifically addressing site design, pervious pavement, alternative parking lot design, retention of forests and mature trees.
• Contact for any questions, complaint or illicit discharge information.

These materials will be updated as needed.

**Responsible Department: Administration**

**EVALUATING THE EFFECTIVENESS OF THE PUBLIC EDUCATION PROGRAM**
The City will evaluate the effectiveness of the public education program by monitoring and reporting the number of visitors to the storm water page and the number of brochures that is picked up from the City facilities on an annual basis.

**Responsible Department: Administration**

**PUBLIC AWARENESS ACTIVITIES**
Currently the City is planning to host or participate in a cleanup annually. The tonnage collected by the City will be included in the annual report. Storm water education and awareness is done via booths at our Annual Library Festival, Citizen Appreciation Day, Elementary and Middle School events where SWMA is invited to participate and Jemison Park Shades Creek Festival as reported on the SOAR.

**Responsible Department: Administration**
ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

MS4 MAP
Maps of the major outfalls, structural controls owned/maintained by the City, and waters of the State within the MS4 boundary that receive discharge from the major outfalls can be found in Appendix C. Also a list of the major outfalls’ latitude and longitude coordinates can be found in Appendix C and a list of the structural controls’ latitude and longitude can be found in Appendix B.

JCDH will update the MS4 map and provide a list of location coordinates annually on behalf of the City.

Responsible Party: JCDH

ORDINANCE/REGULATORY MECHANISM
Ordinance 2023 and 2032 addresses illicit discharges as required by the City’s Permit.

Responsible Department: Administration

DRY WEATHER SCREENING PROGRAM
Dry weather screening of 20% of the stream miles will be performed annually with 100 percent of the major outfalls screened at least once per the five year permit period. This work will be completed by JCDH. Currently there are no priority outfalls identified within the MS4 boundary, but if illicit discharges are identified during the dry weather inspections, those outfalls will be screened on an annual basis. JCDH shall use the EPA’s guidance manual, Illicit Discharge Detection and Elimination, A Guidance Manual for Program Development and Technical Assessments, Center for Watershed Protection, October, 2004, for the main source of investigative techniques and guidance for the dry weather screening process. Outfalls will be field inspected after a minimum of 72 hours of dry weather. Data sheets found in Appendix C will be filled out for each outfall inspected. Protocols for dry weather are also found in the Standard Operating Procedure Manual also found in Appendix A. In addition to the required dry weather screening program, Public Works staff will be educated annually to recognize and report potential illicit discharges while conducting their day to day operations. Also, all citizen complaints regarding potential illicit discharges will be investigated.

Responsible Party: JCDH
SOURCE IDENTIFICATION
If during the dry weather screenings, Public Works' identification, or citizen complaint, an outfall is found to be discharging a liquid, the city inspector or JCDH personnel will traverse upstream of the discharge in an attempt to identify the source of the discharge. If the discharge source is unidentifiable, then a sample of the discharge shall be collected by JCDH and analyzed by a qualified lab. Based on the lab results, the outfall will be prioritized and scheduled for further investigation if needed.

Responsible Parties: City Personnel, SWMA and/or JCDH

ILLEGIT DISCHARGE ELIMINATION
Once the source and responsible party of an illicit discharge has been identified, either the City will take action through its pertinent ordinances or JCDH will through its regulations. Ordinance 2023 specifically defines and identifies the process for compliance of illicit discharge activity.

Responsible Parties: Mountain Brook Inspection Officer, SWMA or JCDH

ADEM NOTIFICATION BY THE CITY
If a suspected illicit discharge enters the City’s MS4 boundary from an adjacent MS4, the City will notify the adjacent MS4 and the ADEM Water Division within 48 hours of observing the suspected illicit discharge. The Standard Operating Procedure for this action is found in Appendix C.

Responsible Department: Administration
ILlicit Discharge Reporting by the Public

The City receives calls for illicit discharges at the City Hall phone number 205-802-3800 or action center located on the home page of the web site. There is also a phone number, 205-802-3812 or email of merchant@mtnbrook.org, listed on the City's website to report illicit discharges.

Responsible Department: Administration

Personnel Training

Non-First Responder City Personnel will be trained by JCDH on IDDE identification and response annually.

Responsible Party: Administration

Ordinance/Regulatory Mechanism Availability

All ordinances and regulatory mechanisms can be found on the City's website, http://cityofmountainbrook.org, or through the link to Municode on the City's website.

Responsible Department: Administration
CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

EROSION AND SEDIMENTATION CONTROL COMPLAINTS

The city receives calls about construction and sedimentation complaints, concerns or runoff at the city hall phone number (205-802-3800), TextMyGov at 205596-6200, or mtnbrook.org using the action center located on the home page of the city website. These calls are directed to the Department of Planning, Building and Sustainability Building Official at (205-802-3812) or via email through the automated action center for immediate notification.

Responsible Department: Inspections

SITE PLAN REVIEWS

According to Ordinance # 2024, a BMP plan shall be submitted to the city along with the permit application before the commencement of any land disturbance. The city must either approve or disapprove the BMP plan within 14 days. Reasons for disapproval must be submitted to the applicant in writing. All revisions have an additional 14-day response time. Land disturbing activity may not be commenced prior to the issuance of the permit by the city.

Responsible Department: Inspections

SITE INSPECTION PLAN

The city will perform a monthly inspection, at a minimum, on sites that have been issued land disturbance permits. Monthly inspections are required due to the Cahaba River’s impaired status resulting in Mountain Brook’s sites being categorized as “Priority Construction Sites”. Erosion controls and best management practices will be inspected during these inspections. Deficiencies identified during an inspection will be subjected to enforcement procedures outlined in the Erosion Control Ordinance.

Responsible Department: Inspections

TRAINING OF MS4 SITE INSPECTION STAFF

Personnel responsible for construction site inspections receive BMP training annually from the JCDH or SWMA.

Responsible Department: Inspections
CONSTRUCTION SITE INSPECTION CHECKLIST

See Appendix D for an example of the City’s construction site inspection checklist items used for site visits. The city inspection personnel use a digital record system documenting meetings, bmp maintenance, site inspections and final inspection records.

Responsible Department: Inspections

ENFORCEMENT RESPONSE PLAN (ERP)

An Enforcement Response Plan is included in Ordinance # 2024 regarding active sites and Ordinance 2023 regarding illicit discharge on or off site with potential adverse effects on the municipal storm water system.

Responsible Department: Administration

CONSTRUCTION SITE OPERATOR TRAINING

The City provides construction site operator’s informational materials including the Erosion and Sediment Control and Storm Water Detention Ordinance regarding appropriate application when they receive their permits from the Inspections Department. Currently the Storm Water information is available between our permitting information and Subdivision Regulations on our Inspections Tab on the city Website. The City has information regarding storm water on the Storm Water page on its website and also brochures at city facilities that inform the engineers, contractors and developers on:

- Impacts of increased storm water flows into receiving water bodies.
- Run-off reduction techniques and low impact development (LID)/Green infrastructure practices. Specifically addressing site design, pervious pavement, alternative parking lot design, retention of forests and mature trees.

These materials will be updated as needed.

Responsible Department: Administration and Inspections
POST-CONSTRUCTION STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND RE-DEVELOPMENT

ORDINANCE/REGULATORY MECHANISM

The City’s Subdivision & Development Regulations and Storm Water Detention Ordinance address storm water design requirements for post-construction storm water management. The Post construction Ordinance 2019 identifies and establishes the criteria regarding post construction standards for qualifying sites.

The Post-Construction Ordinance addresses the following:

- Procedures to develop, implement and enforce systems of appropriate structural and/or non-structural BMPs.
- Procedures to develop, implement and enforce performance standards.
- Procedures for encouragement of the utilization of LID/green infrastructure practices.
- Procedures to ensure compliance including sanctions and enforcement mechanisms.
- Procedures for post-construction inspections to include tracking and enforcement.
- Procedures to ensure adequate long-term operation and maintenance of BMPs.

Responsible Department: Administration

INVENTORY OF POST CONSTRUCTION STRUCTURAL CONTROLS

The City currently has one publically-owned structural controls. The City will develop a list of privately-owned structural controls for those built after July 1, 2018. The city will update annually the list of publicly-owned post construction structural controls and the privately-owned structurally controls under these requirements.

Responsible Department: Inspections
SPILL PREVENTION AND RESPONSE

CITY RESPONSE PROTOCOL

The City of Mountain Brook Fire and Rescue is responsible for investigating, responding, and conducting response actions for any spill within the city’s boundaries. Jefferson County’s Emergency Management Agency (EMA) will additionally respond at the request of the city. The City of Mountain Brook Fire and Rescue and EMA track the spills, the response, and the cleanup activities for all spills.

SPILL PREVENTION/SPILL RESPONSE PLAN

The City’s SOP for spill response is found in Appendix E.

Responsible Department: Fire/Public Works

PERSONNEL SPILL PREVENTION/RESPONSE TRAINING

The City of Mountain Brook Fire Department is responsible for the training and certification of their personnel. An annual training will be provided to municipal personnel on spill prevention/response.

Responsible Party: Fire Department/Administration
POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

MUNICIPAL FACILITIES INVENTORY

See Figure 3: Municipal Properties for a map of municipal properties as well as the locations for vehicle and equipment maintenance facilities. The map shows corresponding department shall maintain listed properties. Generally, Parks and Recreation use pesticides, herbicides and fertilizers while Public Works only mows. The map will be reviewed annually and updated if needed. JCDH compiles the data provided by each Department.

Responsible Department: All Departments

GOOD HOUSEKEEPING PRACTICES SOP

The SOP detailing good housekeeping practices is found in the 2011 SWMA SOP Manual (Appendix A).

Responsible Department: All Departments

INSPECTION PLAN

Annual inspections will be conducted for municipal facilities, to include municipal maintenance shops and equipment yards, for good housekeeping practices, including BMPs. See Appendix F for the inspection checklist.

Responsible Department: All Departments

GOOD HOUSEKEEPING TRAINING PROGRAM

City staff will be educated annually on good housekeeping practices. The SOP manual (Appendix A) contains procedures related to Good Housekeeping.

Responsible Party: Administration

SHORT TERM AND LONG TERM TRASH REMOVAL STRATEGY

The City has a SOP for special events that promotes the reduction of trash and debris into the City’s MS4 as well as Waters of the State (Appendix F).

Responsible Party: Administration
APPLICATION OF PESTICIDES, HERBICIDES, AND FERTILIZERS (PHFS)

APPLICATION AND STORAGE

The Park and Recreation Department keeps annual records of pesticides, herbicides, and fertilizers (PHFs) used at municipal facilities. Each chemical used is applied per the labeling instructions. Material safety data sheets (MSDS) on each product are found in the chemical storage areas. City staff is responsible for application of PHFs receive annual training in safe use, storage, and disposal of PHFs. All contractors contracted to apply pesticides or herbicides to City property shall provide proper certification and licensing before performing work. Also, contractors contracted to apply fertilizer must provide qualification in utilizing proper nutrient management practices.

City facilities that store PHFs will be inspected annually to determine proper storage, product labeling, and MSDS accessibility (Figure 3: Municipal Properties). The SOP manual (Appendix A) contains procedures related to usage and storage of PHFs.

Responsible Department: Parks Board and Public Works

PHF TRAINING PROGRAM

City staff will be educated annually on proper PHF practices using online training, ADEM and JCDH Courses.

Responsible Party: Administration
OILS, TOXICS, AND HOUSEHOLD HAZARDOUS WASTE

PUBLIC EDUCATION ON PROPER DISPOSAL

The City has contact information on its webpage regarding where to report spills, illicit discharges and improper disposals. The webpage also includes a link to the website Earth911_ http://earth911.com/ which provides local sites for recycling of oils, toxics and household hazardous waste. Brochures on oils, toxics, and household hazardous waste are on the City storm water webpage as well as placed in City facilities for public pick-up.

Responsible Department: Administration

ANNUAL EMPLOYEE TRAINING

Annual training on spill prevention is provided to City personnel by JCDH, ADEM, EMA and online courses.

Responsible Party: Administration

INDUSTRIAL STORM WATER RUNOFF

INVENTORY OF HIGH RISK FACILITIES

The City maintains a list of industrial and high risk facilities within the city limit, see Appendix G. The list of industrial facilities will be reviewed annually for accuracy and will be updated when necessary. A map of the industrial and high risk facilities can be found in Figure 4: Industrial and High Risk Facilities.

Responsible Party: JCDH and Administration

INSPECTION OF HIGH RISK FACILITIES

JCDH will inspect these sites annually on behalf of the city. See Appendix G for the Industrial Inspection form.

Responsible Party: JCDH
Figure 4: Industrial and High Risk Facilities
**WET-WEATHER MONITORING AND REPORTING**

**MONITORING LOCATIONS**

JCDH will take wet-weather grab samples at sites on Fuller Creek, Shades Creek, and Watkins Branch annually on behalf of the City. See Figure 5: Municipal Sampling Sites for a map of the sampling sites.

The site locations are as follows:

<table>
<thead>
<tr>
<th>Water Body</th>
<th>Latitude, Longitude</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuller Creek</td>
<td>33.479676, -86.712698</td>
<td>Grab Sample</td>
</tr>
<tr>
<td>Shades Creek</td>
<td>33.48057, -86.759513</td>
<td>Grab Sample</td>
</tr>
<tr>
<td>Watkins Branch</td>
<td>33.476147, -86.763681</td>
<td>Grab Sample</td>
</tr>
</tbody>
</table>

**Responsible Party: JCDH**

**IMPAIRED WATERWAYS**

The City will review the water bodies listed in the latest final §303(d) list, annually. If a water body becomes listed that falls within the MS4 boundary, the SWMPP will be updated as needed.

**Responsible Party: JCDH**

**MONITORING PARAMETERS AND FREQUENCY**

Grab samples will be analyzed for the following parameters:

a. E.Coli  
b. Total Nitrogen (TN) (mg/l)  
c. Total Phosphorus (mg/l)  
d. Total Suspended Solids (TSS) (mg/l)  
e. Temperature  
f. pH/ORP  
g. Turbidity (NTU)  
h. Conductivity  
i. Dissolved Oxygen (mg/l)  
j. Ammonia Nitrogen (NH3-N) (mg/l)  
k. Biochemical Oxygen Demand (BOD) (mg/l)  
l. Chemical Oxygen Demand (COD) (mg/l)  
m. Hardness as CaCO3 (mg/l)
n. Nitrate plus Nitrite Nitrogen (NO₃+NO₂-N) (mg/l)
o. Oil and Grease (mg/l)
p. Total Dissolved Solids (TDS) (mg/l)
q. Total Kjeldahl Nitrogen (TKN) (mg/l)

The water quality sonde will monitor the following parameters at least hourly:

a. Temperature
b. pH/ORP
c. Turbidity (NTU)
d. Conductivity
e. Dissolved Oxygen
f. Water level

**Responsible Party: JCDH**

**SAMPLE TYPE, COLLECTION AND ANALYSIS**

JCDH will collect grab samples and submit them to a certified laboratory for analysis.

**Responsible Party: JCDH**
City of Mountain Brook
Sampling Sites

Figure 5: Municipal Sampling Sites
OTHER REQUIREMENTS

SWMPP PLAN REVIEW AND MODIFICATION

This plan will be reviewed annually and updated as necessary.

Responsible Department: All Departments

ANNUAL REPORT

The Annual report will be compiled by JCDH for the City of Mountain Brook

Responsible Party: Administration
ORDINANCE NO. 2063

AN ORDINANCE ADOPTING THE CITY’S
STORM WATER MANAGEMENT PROGRAM PLAN

WHEREAS, the City of Mountain Brook, Alabama ("City") is a member of the Storm Water Management Authority, Inc. ("SWMA").

WHEREAS, SWMA, in conjunction with the Jefferson County Department of Public Health ("JCDH") has assisted the City in the development of its Storm Water Management Program Plan ("Plan"), in the form as attached hereto as Exhibit A, to be adopted by the City so that the City may maintain compliance with its Alabama Department of Environmental Management (ADEM) Permit ALS000001.

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

1. All of the “Whereas” clauses set forth above are hereby incorporated by reference.
2. The Storm Water Management Program Plan dated (January 2020) is hereby adopted by the City.
3. The City may update the Plan upon the adoption of a resolution in order to maintain compliance with applicable ADEM and other regulations
4. The Mayor of the City is hereby authorized to take all action necessary to implement the Plan provisions as to the City’s operations, as well as the operations of those persons or entities who contract to perform services in the City which bear upon the matters covered by the Plan provisions.

ADOPTED: This 13th day of January, 2020.

[Signature]
Council President

APPROVED: This 13th day of January, 2020.

[Signature]
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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on January 13, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on January 14, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

Adopt the SWMA Storm Water Management Program Plan 2063
RESOLUTION NO. 2020-209

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a contractor agreement between the City and Advance Plumbing, in the form as attached hereto as Exhibit A, with respect to the installation of a drinking fountain and water service tap at Cahaba River Walk.

ADOPTED: This 14th day of December, 2020.

__________________________________________
Council President

APPROVED: This 14th day of December, 2020.

__________________________________________
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 at its regular meeting held on December 14, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
CONTRACTOR AGREEMENT

Advance Plumbing Company (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

Name of Project: Install Drinking Fountain and New Water Service

Site of Project: Cahaba River Walk
3503 Overton Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and November 16, 2020 Contractor Proposal) that is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to four (4) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Fifteen Thousand Two Hundred Dollars ($15,200.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized
representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

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

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

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

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

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

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

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

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

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


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

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage;

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

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

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

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

(d). Limitation of Liability. In no event may Contractor recover from the City 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 City’s breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the “Project Representative”). Any notice required hereunder shall be sufficiently 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.


a. This Agreement which is comprised of this instrument, the City Scope of Work and the November 16, 2020 Contractor Proposal (collectively, the “Contract Documents”) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. 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.

c. Any forbearance or delay on the part of City 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.
d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that 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. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

k. This Agreement shall be governed by, and construed 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

By: ________________________

Its: Mayor

Date: ________________________

ADVANCE PLUMBING COMPANY INC

By: ________________________

Its: ________________________

Date: ________________________
EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and November 16, 2020 Contractor Proposal

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

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 10 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

<table>
<thead>
<tr>
<th>City Project Representative:</th>
<th>Contractor Project Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shanda Williams</td>
<td>Jonathon White</td>
</tr>
<tr>
<td>3698 Bethune Drive</td>
<td>101 Vulcan Park Drive</td>
</tr>
<tr>
<td>Birmingham, AL 35223</td>
<td>Hueytown, AL 35023</td>
</tr>
<tr>
<td>Email: <a href="mailto:williamsse@mtbncrook.org">williamsse@mtbncrook.org</a></td>
<td>Email: <a href="mailto:sandra@bellsouth.net">sandra@bellsouth.net</a></td>
</tr>
<tr>
<td>Day Tel #: 205-802-3879</td>
<td>Day Tel #: 205-497-0354</td>
</tr>
</tbody>
</table>

4. Special Conditions.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

8
New Water Service and Drinking Fountain Installation

Project Address: Cahaba River Walk, 3503 Overton Road

Project Start Date: approximately January 2021

Project Contact: Shanda Williams, Mountain Brook Parks and Recreation
williams@mtnbrook.org 205-802-3879

Project Description:

Work with BWWB to provide and install a new meter and RPZ backflow preventer.

- The water line is on the opposite side of the road as the park on the outer edge of a sidewalk. Please cut the concrete cleanly and we will replace the concrete. You will need to backfill the hole. We prefer that the line be bored under the road to prevent cutting the road and interfering with traffic.
- You will need to supply the RPZ backflow preventer.
- The meter can be placed as close to the road as needed (approximately 45 feet), but the RPZ will need to be placed behind the park sign as much as possible (approximately another 45 feet).
- We will provide a cover for the RPZ.
- Do not include BWWB tap fee of $1768. We will pay it directly.
- Mountain Brook permits will need to be pulled, but no fees will be charged.

Install Drinking Fountain to manufacturer specifications

- Elkay Model LK4420BF1UB (provided), installed approximately 43 ft from the RPZ
- A 6’x6’ concrete base that is level with the existing sidewalk for ADA compliance will need to be installed
- Use Pex where applicable
- Backfill the trench as neatly as possible. We will top with grass.
- An underground junction box with shut off valves will also need to be provided and installed near the water fountain. From this box you will need to make the connection to a water line that feeds an existing water faucet inside the dog park. It is currently connected to a water supply tank about 6 feet away from the drinking fountain location.

Site and Fountain Photos:
This is the area for the water meter. We would like the RPZ to be behind the shrubs.

This shows behind the shrubs down to the location for the drinking fountain and the water tank that supplies the dog park faucet.
### Estimate

**Name / Address**

Mountain Brook Park & Recreation  
3690 Bethune Drive  
Mountain Brook, AL 35213

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Water Fountain</td>
<td></td>
<td>15,200.00</td>
<td>15,200.00</td>
</tr>
</tbody>
</table>

This price is to cut concrete sidewalk, remove it to dig up water main. We will also open up area for new meter so that it can be bored under Overton Road. We will set new meter and run copper line from meter to RPZ, and PEX will be ran from RPZ to drinking fountain. Hole over main to be back-filled with stone and ready for sidewalk to be put back. Includes pad and fountain install.

Thank you for your business.

Total $15,200.00
RESOLUTION NO. 2020-210

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies and reaffirms the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program (Exhibit A attached hereto).

ADOPTED: This 14th day of December, 2020.

________________________________________
Council President

APPROVED: This 14th day of December, 2020.

_______________________________________
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 at its regular meeting held on December 14, 2019, as same appears in the minutes of record of said meeting.

_______________________________________
City Clerk
2021 Safe Workplace Guidelines

Name of Municipality or Agency: City of Mountain Brook
Name of Safety Coordinator: David Kennedy Email Address: Kennedyd@mountainbrook.org
Safety Coordinator Phone Number: (205) 802-3833 Fax Number: 205-879-6713

The undersigned hereby confirms to the Municipal Workers Compensation Fund, Inc., our intent to implement the following safety standards relevant to our municipal entity:

GENERAL SAFETY GUIDELINES
1. Adopt and implement a written safety manual or a statement of safety standards.

2. Establish a Safety Committee to recommend new safety policies, review and update existing safety policies, review accidents and establish methods to help prevent accidents, injuries and damages to equipment.

3. Have quality safety meetings for all employees once a month. At least one of these meetings each year should be a training session on proper lifting techniques and back wellness. Consider integrating health & wellness topics such as smoking, diabetes, management of stress and weight into these meetings. Document attendance, date, time and issues covered. Quality safety training can be provided utilizing tools such as the MWCF video library and/or LocalGovU online training center. These and other excellent free resources can be found at www.losscontrol.org.

4. Have the designated Safety Coordinator or City Clerk meet with the designated Loss Control representative and review loss run reports. During this review, reports should be analyzed to make sure the records are correct. The Safety Coordinator or City Clerk should present a summary of the report to the Mayor or other Chief Executive Officer and all department heads.

5. Investigate all job related injuries regardless of the severity, determine the cause, maintain investigation records, and report all job related injuries immediately by completing a First Report of Injury Form at www.almwcf.org. Confer with any employee who has filed two or more claims in a 12 month period as to how their job can be made safer.

6. Provide a safety orientation for all new employees (including temporary and part-time) on how to do job tasks safely and document that this has been done.

7. Designate a doctor or medical group to be used by employees for non-emergency job-related injuries. This can be done via completion of the Medical Protocol Document (if not previously submitted) which also provides an additional premium discount. It is highly recommended that a supervisor or manager accompany injured employees to the medical facility on the initial visit. In life threatening emergencies, employee should be taken to the nearest medical facility.

TRAINING AND PROCEDURES
8. Issue safety equipment where necessary, and provide proper tools for a job to employees to help prevent accidents and require the use of such safety equipment through a written policy.

9. Adopt a written infectious disease policy and consider providing hepatitis B shots for all police, fire, emergency medical technician, sanitation personnel, or any employee who has a high possibility of exposure.

10. Consider providing CPR/AED and first aid training to employees.

11. Emphasize the significance of good maintenance and housekeeping of equipment, work areas, building and grounds. Documented inspections of all equipment, work areas, building and grounds for safety hazards, including electrical, fire and life safety hazards should be done at least quarterly. Any problems discovered should be corrected immediately and documented.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2021 TO BE ELIGIBLE FOR PREMIUM DISCOUNT
12. Evaluate all excavations to insure proper trenching and shoring procedures are in place and provide employee training on the proper use of excavating equipment.

13. Part-time, seasonal and temporary employees should comply with the same safety standards and policies as permanent employees.


MOTOR VEHICLES
15. Establish a written policy instructing operators of motor vehicles to be observant of any malfunction and seek immediate repair when such malfunction is apparent. A record of any action taken should be maintained.

16. Evaluate traffic safety programs using the DOT guidelines when working near roadways and ensure conformance with safety guidelines. These guidelines are available in the Manual on Uniform Traffic Control Devices for Streets and Highways and is available free of charge on our loss control website www.losscontrol.org. (WZSF-001)

17. Consider defensive driving courses for those employees who drive vehicles. It is recommended that all drivers attend a defensive driving course every two years. MWCF provides a Skid Car Training Program for operators of all municipal vehicles.

18. Have a written vehicle operations policy that details the requirements and responsibilities of safely operating a municipal vehicle, mandates seat belt use for driver and all passengers, and prohibits the use of any non-job essential electronic device while driving.


POLICE DEPARTMENTS (WHERE APPLICABLE)
20. Consider requiring that all Police Officers wear bullet resistant vests and wear reflective vests when involved in traffic control duty.

21. Implement a written police and jail procedure manual (where applicable) with rules and regulations updated periodically.

22. Consider utilizing available law enforcement training aids such as the Firearms Training System (FATS) available through MWCF.

23. Consider providing coverage for all volunteer firemen and reserve police officers through MWCF.

Number of non-elected paid employees 242

Stewart Welch
Mayor or Chief Executive Officer (Please Print)

David Kennedy
Safety Coordinator (Please Print)

Mayor or Chief Executive Officer (Signature) City of Mountain Brook

Safety Coordinator (Signature) 12-8-20

Date

A safety meeting to discuss these Safe Workplace Guidelines should be held with all department heads once it has been signed. Document the time, place and attendees at this meeting. MWCF should be notified immediately of changes in the Safety Coordinator position by contacting Rachel Wagner at (334) 262-2566 or rwagner@almonline.org.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2021 TO BE ELIGIBLE FOR PREMIUM DISCOUNT
DATE: November 1, 2020

TO: All Members of MWCF, Inc.

FROM: Richard Buttenshaw
MWCF Operations Manager

SUBJECT: Premium Discounts for the 2021 Fund Year

The Board of Directors of the Municipal Workers Compensation Fund, Inc. (MWCF) met on October 14th and approved premium discounts for those members that commit to certain safety guidelines, establish a medical protocol and adopt a drug and alcohol testing program that is 4th amendment compliant. A three (3) percent discount will be given for each program. Members that adopt all three programs will receive a ten (10) percent discount instead of nine (9) percent. For this past year, 55% of MWCF members took advantage of this 10% discount! For those members who have already adopted a medical protocol and/or a drug and alcohol testing program in prior years no action needs to be taken to receive the discounts for these programs. The Safe Workplace Guidelines however, must be renewed annually. If it is signed and returned by December 15th, the discount will appear on the initial billing for 2021-2022. We encourage each member to review the enclosed document(s) carefully. Please make a copy for your file and then return the completed forms to MWCF at the above address or faxed to 334-263-0200. *2021 Safe Workplace Guidelines must be in our office no later than February 1, 2021 for the discount to apply. No discount will be given for forms received after that date.

If your municipality or municipal entity does not presently participate in the Drug and Alcohol testing program or have a Medical Protocol on file, that information has also been enclosed for your review.

For more details, see the article in the Fall 2020 issue of Risk Management Solutions mailed to you last month or download at [www.almwcf.org](http://www.almwcf.org).
RESOLUTION NO. 2020-211

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an Animal Services Agreement between the City and Hoke Animal Clinic, in the substantially the form as attached hereto as Exhibit A, with respect to impound and other veterinary services for the City.

ADOPTED: This 14th day of December, 2020.

__________________________________________
Council President

APPROVED: This 14th day of December, 2020.

__________________________________________
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 at its regular meeting held on December 14, 2020, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
Animal Services Agreement

This Animal Services Agreement ("Agreement") between the City of Mountain Brook, a municipal corporation of the State of Alabama (the "City") and Hoke Animal Clinic, an Alabama corporation ("Hoke" or the "Poundmaster") is entered effective as of December 18, 2020. The City and Hoke may be referenced herein as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City has adopted various regulations concerning the condition, impoundment and treatment of wild and domesticated dogs, cats and other animals who are in or run at large in the City (collectively, "Animals") after they are collected or restrained by the City’s animal control personnel (hereinafter "Dog Warden");

WHEREAS, these regulations, which are codified in Chapter 6 of the Mountain Brook City Code, include those proscribing the harboring or confinement of wild animals (see City Code Chap. 6, Art I, §§ 6-1 – 6-3), those concerning the impoundment and treatment of stray cats or rabid animals (see Chap. 6, Art II, §§ 6-23 – 6-27) and those concerning the impoundment, vaccination and treatment of dogs or obligations of their owners (see Chap 6., Art III, Divisions I -IV) (collectively, the "Animal Regulations");

WHEREAS, the Animal Regulations contemplate that Animals may be impounded, treated, and reclaimed by their owners at a designated location (the "City Pound" or "Pound") that is operated by a licensed veterinarian with whom the City may contract to operate that facility;

WHEREAS, Hoke has appropriate facilities, personnel and resources at its animal hospital clinic at 1559 Cooper Hill Lane, Birmingham, Alabama 35210 to operate the City Pound there and perform all veterinary or other services at that location that the Animal Regulations contemplate be performed by the Poundmaster; and

WHEREAS, during the Term (as provided below) and pursuant to the provisions herein, the Parties desire to enter into this Agreement for Hoke to operate the City Pound and serve as the Poundmaster.

WITNESSETH

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. General. Hoke agrees to assume and faithfully perform the responsibilities and duties of the Poundmaster that are set out in the attached Animal Regulations, as may be amended.

1 A copy of the current City Animal Regulations is attached as Exhibit A and incorporated herein by reference. The Defined Words and Phrases used in this Agreement shall have the same meanings that are ascribed to them in these Animal Regulations.
Further, Hoke agrees to handle, treat, keep and dispose of all Animals that the City delivers to the City Pound shall be in a considerate, humane, kind and merciful manner.

2. **Term/Termination/Renewal.** The term of this Agreement shall commence on December 18, 2020 and continue in effect until 11:59 p.m. on December 31, 2021 (the “Initial Term”). Thereafter, the Agreement will renew for up to five (5) successive one-year periods beginning January 1, 2022 and on each anniversary thereof (a “Renewal Term”). The Initial Term and any Renewal Term collectively may be referenced herein as the “Term”.

Notwithstanding, either Party may terminate this Agreement with or without cause by providing advance written notice to the other of its intent to terminate at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If this notice is not timely given during an annual period, the Agreement will automatically renew for the following annual period on the same terms and conditions that are in effect during the immediately preceding period. In the event of such termination, the Parties will remain responsible to perform their respective obligations to the other until the effective time of termination, and all responsibilities herein that by their nature extend beyond that time shall survive termination of the Agreement.

3. **Services.** In addition to performing the services and functions of the Poundmaster, Hoke agrees to perform the following additional services and during the Term:

   (a) Hoke will operate the City Pound at the following times:
       
       Monday through Friday  7 A.M. until 6 P.M.
       Saturday                8 A.M. until 12 P.M.
       Sunday                  3 P.M until 5 P.M.

   Animals will be impounded in a fully enclosed area under roof and protected against inclement weather at the Pound. During these operating hours Hoke shall have not less than one (1) licensed veterinarian on duty or available on call to treat Animals requiring veterinary service, and at least one employee who is qualified and sufficiently skilled to receive and attend to Animals requiring impoundment;

   (b) During operating hours at the Pound, Hoke will deliver dogs or other impounded Animals to the owner or other person entitled to reclaim or redeem same pursuant to the Animal Regulations. At the time of delivery, the Hoke shall collect payment from such owner or person for the services rendered in connection with any Animal, including payment for vaccinations, boarding and any other services deemed by a veterinarian to be in the best interest of the health and welfare of the animal and or in the best interest of public health. Prior to delivery of such Animal Hoke also shall collect the owner’s name, address and phone number;
(c) On as needed basis, Hoke will communicate with the Dog Warden and provide reasonable assistance to that official (or their assistants) in connection with operations and transactions affecting the City Pound and enforcement of the Animal Regulations. Particularly, at the time an owner or other person who is authorized to reclaim or redeem a dog that was running at large before it was impounded, Hoke will present and request that owner to execute the Dog Owner Acknowledge Form that is attached hereto as Exhibit B, and the owner’s information thereon (along with the impound citation number) shall be forwarded to the City Magistrate as soon as is practicable;

(d) Hoke will create and maintain records of all dogs (or other Animals) received by it from the Dog Warden, all dogs or other Animals that are reclaimed or redeemed from the Pound by the owner or other person authorized to reclaim or redeem same, a record of all fees and charges paid by such owner or person when a dog (or other Animal) is reclaimed or redeemed and records supporting the charges it bills the City. Those records shall be created and stored in such manner as the Parties mutually agree;

(e) Hoke will dispose of any dogs (or other Animals) which have been impounded in the City Pound for a period of time in excess of ten working days (as calculated in the Animal Regulations) in a manner permitted by and pursuant to the provisions of said Regulations or other applicable law;

(f) Hoke will assist the City with respect to the control or operations concerning any dangerous dog as provided in Alabama Act 2018-082 (a/k/a “Emily’s Law”). Particularly, Hoke will board any dog impounded by the Dog Warden in accordance with such Law, and all fees associated with said impoundment and boarding will be at the expense of the dog’s owner;

(g) Hoke will spay or neuter feral cats that the City delivers to the Pound; and

(h) Hoke will assist the Dog Warden in the quarantine and boarding of animals suspected of having rabies and or having bitten and exposed a human to rabies in accordance with the Animal Regulations and pursuant to Alabama Code § 3-7A-9. It will also assist the Dog Warden in testing euthanized animals for rabies when deemed appropriate by the Dog Warden. All charges associated with boarding, euthanizing and testing a tame animal that is suspected to have rabies will be at the owner’s expense if the owner is known.

The Poundmaster functions and other services listed above in subparts (a)-(h) that Hoke will perform for the City collectively may be referenced hereinafter as “Services.”
4. **Fees for Veterinary & Impoundment Services.** During the Term Hoke will assess the following fees for its veterinary and impoundment services that are contemplated herein:

(a) Board for unclaimed tame animals impounded at the rate of $21.00 to $24.00 for dogs depending on size and $20.00 for cats per night per animal for each day of such impoundment;

(b) Rabies vaccination fees at the rate of $20.40 for unclaimed dogs and $39.72 for unclaimed cats, distemper vaccination fees of $41.99 for dogs and $38.71 for cats, and bordetella (kennel cough) vaccination fees at the rate of $35.63 for any dogs who are either diagnosed with such condition or required to be vaccinated for it pursuant to the Animal Regulations;

(c) Euthanasia and disposal fees of unclaimed tame and wild Animals at the rate of $67.53 and $4.53 respectively for each Animal; and

(d) Neuter charge for feral cats is $44.31 & spay price for feral cats is $80.65.

(collectively, “Fees”). Once during each Renewal Term, the City will consider requests by Hoke to adjust the above Fees. Hoke shall provide the City notice of its desire for such adjustment and the amount(s) of the proposed changes at least ninety (90) days before the expiration of the then current annual period; if the City accepts that request, the adjusted Fees will be reflected in an amendment to this Agreement that will become effective during the immediately following Renewal Term.

5. **Form and Time of Payment to Hoke for Services.** The compensation that is payable to Hoke for performing its Services to the City hereunder shall be its receipt of the veterinary and impoundment Fees contemplated in section 4 above. When applicable, Hoke will collect those Fees when an Animal is released to the owner or other person who is authorized to reclaim an Animal at the City Pound. If these Fees are not collected at the time of reclamation, the City will become responsible for payment thereof. Once each month Hoke shall deliver to the City’s Finance Department an itemized invoice stating all Fees for which the City is responsible and furnish records that reasonably support those charges. The City will pay all undisputed charges on those invoices within fifteen (15) days following receipt.

In no event will the City be financially responsible for boarding charges of unclaimed animals for more than 14 days after the Hoke assumes responsibility for said animals.

6. **Independent Contractors.** The City and Poundmaster are independent contractors. Nothing in this Agreement is intended to create or be construed a principal agent, employer employee or any relationship between the Parties other than independent contractors. The City is interested only in the results to be achieved by the Poundmaster under this Agreement, and the City shall not control or select the manner and means in which Hoke performs the Services or its operations hereunder. Further, neither the Poundmaster (or its employees,
officials or other representatives) shall be considered an agent or employee of the City for any purpose, and no employee or representative of Hoke is entitled to any compensation of benefits that the City may provide for its employees.

7. **Indemnification.** Hoke agrees to defend ad hold the City harmless from any claims, damages, losses, expenses (including reasonable attorney's fees), liabilities or demands (collectively, "Claims") that are made or asserted against it by third parties that result from (a) Hoke's failure to perform its responsibilities hereunder, or (b) the negligent acts, omission or conduct of Hoke (or its employees, officers or other representatives) in performing the Services or Poundmaster operations contemplated in this Agreement. Hoke shall not be obligated to indemnify the City for any Claims that result from the negligence of the City (or its employees, officials or other representatives) in performing its responsibilities hereunder.

8. **Insurance.** During the Term of this Agreement Hoke shall maintain the following types of insurance with the minimum coverage limits provided below:

   (a) **Comprehensive General Insurance:** This insurance shall cover all operations performed by or on behalf of Hoke in connection with the Agreement, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than $1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto) per occurrence.

   (b) **Professional Liability Insurance covering errors and omissions in performing veterinary services for Animals at the City Pound with limits of not less than $1,000,000 for injury, loss and property damage per occurrence.**

Hoke shall furnish this required insurance through a policy(ies) issued by a company(ies) qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the City. Excepting the Professional Liability policy, all coverage shall contain endorsements naming the City as an additional insured with respect to liabilities that arise out of and result from the operations of Hoke or the performance of its Services. Before the commencement of services hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

9. **Miscellaneous Terms.**

   (a) **Compliance with Laws.** During the Term Hoke shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the Services, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for
services they perform, and laws intended to protect workers and the environment or public health.

(b) Professional Warranty. Hoke warrants that the quality of the veterinary services it furnishes pursuant to this Agreement will be consistent with that provided by other members of its profession under like circumstances.

(c) Hoke exclusively will be responsible for training and supervising its personnel and take necessary actions to ensure that they have sufficient skill and experience to properly perform their services and work.

(d) No Subcontracting or Assignment without Consent. Without the written consent of the city, which may be withheld for any reason, Hoke may not retain or subcontract with another entity to assist it to perform the Services or its obligations in this Agreement. If a subcontractor is approved and performs work contemplated by this Contract, Hoke shall remain responsible to the City for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by Hoke and directly provided by it. Further, Hoke may not assign this Agreement or any of its rights or benefits hereunder, to any other party without the prior written approval of the City, which approval will not be withheld without good reason.

(e) Entire Contract. This Agreement and the attachments to it comprise the entire agreement between the Parties regarding the subject matters herein, and any prior negotiation, discussion, understanding or matter not reflected in them is merged herein and of no effect.

(f) Immigration Law Compliance. Hoke agrees that to furnish the City evidence verifying that it is participating in the E-Verify Program contemplated in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended (the “Act”). Further, Hoke further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices.

(g) No Waiver. Any forbearance or delay on the part of the City in enforcing any of its rights under this Agreement shall not be construed as a waiver of those rights. No terms of this Agreement shall be waived by the City unless expressly waived in writing.

(h) Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising
thereunder or relating thereto shall be governed by the laws of the State of Alabama.

(i) **No Third-Party Beneficiaries.** The Agreement is made only for the benefit of the City and Hoke. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(j) This Contract may be amended or modified only by written instrument signed by both Parties.

(k) **Exclusion of Consequential Damages.** IN THE EVENT EITHER PARTY MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER party ARISING FROM AN ALLEGED BREACH OF THIS CONTRACT BY THEM OR ITS FAILURE TO PERFORM ANY OF THEIR OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT A PARTY MAY RECOVER FROM THE OTHER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL, DIRECT DAMAGES ARISING FROM THE DEFAULTING PARTY'S BREACH. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM A PARTY'S BREACH OR ALLEGED BREACH OF ITS OBLIGATIONS IN THIS AGREEMENT.

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

Wherefore, the undersigned, duly authorized representatives of the City and Hoke have executed this Agreement on behalf of their respective organization on the date(s) indicated below.

**CITY OF MOUNTAIN BROOK, ALABAMA**

(City)
By: ____________________________
Its: Mayor

Date: December ____ , 2020

**HOKE ANIMAL CLINIC**

(Poundmaster)
By: ____________________________
Its: ____________________________
Title

Date: December ____ , 2020

ATTEST:
______________________________, City Clerk
EXHIBIT A – CURRENT CITY ANIMAL REGULATIONS
City of Mountain Brook
Dog Owner Acknowledgment
Please Email to Heather Richards at
richardsh@mtnbrook.org

Please Print

Name ____________________________

Street Address ________________________

City ____________________________ State _________ Zip _____________

Telephone Number _______________________

I acknowledge that I am eighteen years of age or older and am the owner of the dog that I am now picking up from Hoke Animal Clinic. My dog was running at large, which is a violation of Mountain Brook Municipal Ordinance 838, codified at Sec. 6-108 of the Mountain Brook City Code. I understand that I may plead guilty or not guilty to this charge. I will receive a letter from the Mountain Brook Municipal Court explaining how to handle this matter.

Ticket No. _________________ (to be filled in by Hoke Animal Clinic)

___________________________________________
Dog Owner Signature

___________________________________________
Date
ARTICLE I. - IN GENERAL

Sec. 6-1. - Noisy animals or fowl.

It shall be unlawful to confine, harbor or keep on a lot, place or premises any animal or fowl that habitually, continuously or intermittently makes or emits sounds or noises of such volume, nature or extent so as to be a public nuisance by reason of being obnoxious or annoying to the ordinary persons in that neighborhood.

(Code 1996, § 3-1; Ord. No. 50, § 40)

Sec. 6-2. - Wild animals.

(a) Keeping or harboring.

(1) Prohibited. It shall be unlawful for any person to keep or harbor at any place within the city any wild animal, regardless of the age or size of any such animal, and regardless of whether or not such animal was born and/or raised in captivity.

(2) Violation. Any person violating the provisions of this section shall, upon conviction, be punished by a fine not to exceed $500.00, or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.

(b) Feeding.

(1) Definitions. For purposes of this subsection, the following words and their derivations shall have the meaning given herein:

Wild animal means any animal of a species that in its natural life is usually untamed and undomesticated, including animals that, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies.

(2) Prohibited. Except as otherwise provided in this subsection, it shall be unlawful for any person to knowingly feed, offer food, or in any manner provide food to any wild animal on private or public property within the city limits for the purpose of attracting or harboring such animals. For purposes of this subsection, living food sources such as trees and other live vegetation shall not be considered food for wild animals. This prohibition does not apply to any of the following:

a. The feeding of wild birds or squirrels;

b. Employees or agents of the city, county, state, and federal government or veterinarians who, in the course of their official duties, have wild animals in their custody or under their management;

c. The provision of food to domesticated dogs or cats that are household pets and that are owned by or whose care and feeding has been entrusted to the person providing the food;

d. The provision of food that is incidental to other lawful activities and that is not intended to attract wild animals as defined herein; and

e. The provision of food in connection with the human trapping of wild animals for the purposes of relocating said animals to nonresidential areas.

(3) Violation. Persons believed to have committed an offense shall first be given three days' written notice by the city or its duly authorized representative to cease and desist the activities that constitute an actual or suspected violation of subsection (b)(2) of this section. Such notice may be sent by United States mail, by personal delivery, or by other customary and generally accepted means of transmittal and delivery. If additional evidence that the recipient of the notice hereof described has violated subsection (b)(2) of this section on or after the fourth business day following mailing of the notice, the person shall be guilty of a misdemeanor.
Sec. 6-3. - Stray, feral, or abandoned cats and felines.

(a) **Impoundment of stray, feral or abandoned cats and felines.**

1. The city or its representatives, including the dog warden, animal control officer, or person serving in like capacity, or such persons or firms as may be designated or employed by the city or with whom the city may contract for such purposes, shall have the authority to trap or collect by humane means and impound any cat or member of the feline family that appears to be stray, abandoned, feral, undomesticated, or uncared for based on the behavior or physical condition of the cat, and the absence of any collar, tag, microchip, or other means of identifying the name, address, or telephone number of the owner of the cat.

2. If the impounded cat is not redeemed by its owner or placed with a new owner, the city or its representatives shall be authorized to euthanize and/or dispose of the cat in a merciful manner after following the process prescribed by section 6-110 of this Code.

3. The collection, care, and disposition of any impounded cat shall be subject to state law governing such practices, including but not limited to sterilization requirements set forth in the Code of Ala. 1975, § 3-9-2.

4. If the impounded cat is determined by reasonable means to be infected with rabies, the cat shall be deemed a public nuisance and a danger to the health and safety of the community and shall be euthanized in a merciful manner.

5. A cat that is trapped and impounded pursuant to subsection (1) herein may be released into the general area from which it was trapped subject to the following requirements:
   a. The cat is determined by reasonable means to be feral or undomesticated and not suitable for adoption;
   b. The cat is determined by reasonable means to be healthy and without disease or infection of any kind, including not falling within the purview of subsection (4) herein;
   c. The cat is sterilized pursuant to the sterilization requirements set forth in the Code of Ala. 1975, § 3-9-2 and other state law governing such practices;
   d. The cat is vaccinated for rabies; and
   e. The cat is marked with ear tags, a clipped ear, or other means to identify that said cat has been sterilized.

6. The purpose of this section is to authorize the humane trapping, collection, and sterilization and/or disposal of cats that are reasonably believed not to be owned or under the care of any person and which, by virtue of such status and other indicia, are deemed to represent an actual or potential threat to the health, safety, and welfare of the public. Nothing herein shall be deemed to prevent the city and its employees or agents from using reasonable discretion in discharging the functions and activities hereby authorized. Nothing herein shall be interpreted or deemed to create or to impose on the city, its agents, employees, persons, or entities acting on behalf thereof any duty, standard of care, or liability to the public generally or to any member thereof with respect to the collection, care, or disposition of cats impounded under the authority hereof.

(b) **Feeding of stray, feral or abandoned cats or felines.**

1. **Prohibited.** Except as otherwise provided in this subsection, it shall be unlawful for any person to knowingly feed, offer food, or in any manner provide food to any stray, feral or abandoned cat or feline on private or public property within the city limits for the purpose of attracting or harboring such animals. This prohibition does not apply to any of the following:
a. Employees or agents of the city, county, state, and federal government, or veterinarians who, in the course of their official duties, have such animals in their custody or under their management;

b. The provision of food to domesticated dogs or cats that are household pets and that are owned by or whose care and feeding has been entrusted to the person providing the food;

c. The provision of food that is incidental to other lawful activities and that is not intended to attract or harbor the stray, feral or abandoned cats or felines; and

d. The provision of food in connection with the humane trapping of such animals.

(2) **Violation.** Persons believed to have committed an offense shall first be given three days' written notice by the city or its duly authorized representative to cease and desist the activities that constitute an actual or suspected violation of subsection (b)(1) of this section. Such notice may be sent by United States mail, by personal delivery, or by other customary and generally accepted means of transmittal and delivery. If additional evidence that the recipient of the notice heretofore described has violated subsection (b)(1) of this section on or after the fourth business day following mailing of the notice, the person shall be guilty of a misdemeanor.

(Ord. No. 1741, § 1, 8-27-2007; Ord. No. 2058, § 1, 9-23-2019)

Secs. 6-4—6-22. - Reserved.

ARTICLE II. - RABIES CONTROL

Sec. 6-23. - Confinement of animal that has bitten or injured a human being.

It shall be the duty of the owner or person in charge of any dog, cat or other animal, which has bitten or otherwise injured a human being to immediately notify the city clerk of such fact upon learning thereof, and it shall thereupon be the duty of such owner or person in charge to securely confine such animal, so as to prevent its disappearance or escape, for not less than 14 days or until such time as such animal shall have been examined by the county health officer and discharged by him from confinement.

(Code 1996, § 3-18; Ord. No. 50, § 43)

Sec. 6-24. - Confinement of animal that is rabid or thought to be rabid.

It shall be unlawful for any person to keep, harbor or maintain on or about any place or premises a dog or other animal, which is known to have or reasonably suspected of having rabies, unless such animal is securely confined in such a manner as to effectually prevent contact with or injury to persons or other animals. Any such animal not so confined shall either be destroyed or removed to an appropriate place by any person so designated by the city manager.

(Code 1996, § 3-19; Ord. No. 50, § 42)

Sec. 6-25. - Possession of animal exposed to rabies.

It shall be unlawful for any person to keep, harbor or maintain on or about any place or premises a dog, cat or other animal, which has been or reasonably suspected to have been bitten or otherwise injured by or in contact with another animal afflicted with or suspected of being afflicted with rabies in such a manner as to permit or favor transmission of such disease, unless such dog, cat or other animal so bitten, injured or in contact shall be securely confined for not less than six months thereafter.
Sec. 6-26. - Quarantine and impoundment by county health officer to control rabies.

The county health officer shall have authority to quarantine or require confinement of any or all dogs, puppies or other animals in any part or all of the city for such period of time and in such manner as he may determine whenever he considers the same necessary for the control of rabies.

Sec. 6-27. - Confinement of animals for observation.

The county health officer shall have the right at any time to move or cause to be moved to a place designated by him for observation or examination any dog, cat or other animal, which is reasonably suspected to be afflicted with rabies or which has bitten or otherwise injured a human being in such manner as would permit or favor the transmission of the virus of rabies. It shall be unlawful for any person to hinder, obstruct or interfere with the health officer or his authorized agent or deputy in the exercise of the authority herein conferred upon him. It shall be the duty of the health officer to destroy or cause to be destroyed any animal found to be afflicted with rabies.

Secs. 6-28—6-57. - Reserved.

ARTICLE III. - DOGS

DIVISION 1. - GENERALLY

Sec. 6-58. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City pound means the place so designated by the city, or such other person with whom the city may contract from time to time for the maintenance or operation of such city pound, whether such city pound is located within the city or elsewhere in the county.

Dog means all members of the canine family who are three months old or more.

Dog warden means such person as may be so designated or employed by the city or such other person with whom the city may contract for the performance or enforcement of the provisions of this article.

Dog warden's assistants means all persons designated or employed by the city to assist the dog warden.

Poundmaster means the licensed veterinarian, individual, institution or agency with whom the city may from time to time contract for the operation of the city pound and the receipt of dogs and puppies impounded by the dog warden or dog warden's assistants pursuant to this article.

Puppy means all members of the canine family less than three months of age.

Rabies tag means a serially numbered tag required by state law to be furnished to the owner of any dog inoculated against rabies by the person who performs such inoculation.
Run at large means all times and places when the animal is not confined or enclosed on the premises of the owner or person in charge in such manner as to effectively prevent its escape, or is not attached to a leash in the hands of such owner or person in charge.

(Code 1996, § 3-2; Ord. No. 228, § 1; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-59. - Dog warden's authority on unenclosed premises.

For the purpose of discharging the duties imposed by this article and to enforce its provisions, the dog warden and the dog warden's assistants are each empowered to enter upon any unenclosed premises upon which a dog is running at large in violation of this article and in the presence of such dog warden or dog warden's assistants for the purpose of obtaining information for the issuance of a citation or of impounding such dog.

(Code 1996, § 3-17.7; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-60. - Interference.

No person shall interfere with, hinder or molest any dog warden or dog warden's assistant in the performance of any duty of such dog warden or dog warden's assistant or seek to release any dog or puppy in the custody of the dog warden, dog warden's assistants, the poundmaster or the poundmaster's assistants, except as provided in this article.

(Code 1996, § 3-17.9; Ord. No. 702, § A; Ord. No. 838)


Sec. 6-61. - Dog warden

(a) Position established. There is hereby established in the service of the city the position of dog warden. The person employed as dog warden shall be attired in a distinctive uniform to be provided by the city, of a type to be selected or approved by the city manager, and shall, at all times he is on duty, wear a badge showing him to be a dog warden of the city. The city may make available to the dog warden a motor vehicle suitable for incarcerating dogs therein and equipped with radio sending and receiving equipment capable of radio communication between the police department of the city and such motor vehicle.

(b) Duties. The dog warden, under the supervision of the police department of the city, shall proceed to locate or attempt to locate any dog, which is alleged to be running at large in violation of this article or otherwise in violation hereof, and if such dog is located, the dog warden shall pick up and impound such dog and deliver it to the city pound, which may be the animal clinic, shelter or facilities of a veterinarian, individual, institution or agency with whom the city contracts for such service, and he shall also file a report with the police department as to the place where the dog was picked up and other pertinent facts relative to the violation.

(Code 1996, §§ 3-15, 3-16; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-62. - Keeping of vicious dog; prima facie evidence of viciousness.

It shall be unlawful for the owner or other person in charge thereof to harbor or keep in the city a vicious dog, unless such dog is securely confined or bound in such manner as to prevent such dog from biting or attacking a person or other animal. It shall be prima facie evidence that a dog is a vicious dog if it
shall bite or fiercely attack any person, or any other animal, such person or other animal at the time of such biting or attack not being on the owner's premises.

(Code 1996, § 3-13; Ord. No. 288, § 9; Ord. No. 702, § A; Ord. No. 838)


Sec. 6-63. - Removal of collar or tags prohibited.

It shall be unlawful for any person to remove a collar or rabies tag from any dog that is not his own or under his charge or control.

(Code 1996, § 3-17.9; Ord. No. 702, § A; Ord. No. 838; Ord. No. 967, 3-28-1988)

Sec. 6-64. - Prohibited in certain places.

(a) The city council has determined that it is harmful to the health and safety of people who participate in, or attend, competitive sports events and/or practices for competitive sports events (singly, "event" and, collectively, "events") conducted on the playing fields of the public schools of the board of education of the city ("board"), (including any part of the sports complex (as hereinafter defined at the Mountain Brook High School), for dogs or puppies (collectively, "dogs") to be on said playing fields during, prior to, and after, events, or to be on any part of the sports complex at any time, regardless of whether the dogs are running at large or are under restraint, because of the resulting presence of canine feces and the risk that someone may be bitten or attacked by a dog.

(b) Any dog, whether or not such dog shall have attached to it a license tag and whether or not such dog is on a leash held by a person, which is on a public school playing field (other than the sports complex) during, within one-half hour prior to the commencement of, or within one-half hour after the conclusion of, any event shall be deemed to be a public nuisance and danger to the health and safety of the people who participate in, or attend, events, and shall be subject to being picked up, impounded in the city pound and disposed of as would a dog or puppy found running at large in the city, as provided in division 3 of this article.

(c) Any dog, whether or not such dog shall have attached to it a license tag and whether or not such dog is on a leash held by a person, which is, at any time, on any part of the sports complex at the Mountain Brook High School ("high school") shall be deemed to be a public nuisance and danger to the health and safety of the people who participate in, or attend, events, and shall be subject to being picked up, impounded in the city pound and disposed of as would a dog or puppy found running at large in the city, as provided in division 3 of this article. As used in this section, "sports complex" shall mean and include:

(1) The playing field at the high school that is used by the high school's baseball team for the playing and practice of baseball;

(2) The six playing fields at the high school that are used for the playing and practice of softball and/or baseball;

(3) All areas adjacent to and between the playing fields referred to in subsections (c)(1) and (c)(2) of this section, including, without limitation, the areas where spectators sit or stand, playgrounds and the concession stand;

(4) The playing field at the high school that is used by the high school's football team for playing football games;

(5) The track that is adjacent to the playing field referred to in subsection (c)(4) of this section;

(6) The playing field at the high school that is used by the high school's football team as a practice field;
(7) The three playing fields at the high school that are used for the playing and practice of soccer and are located in the northwesterly part of the high school's campus;

(8) All areas adjacent to and between the playing fields referred to in subsections (c)(6) and (c)(7) of this section; and

(9) The playing field at the high school that is used for the playing and practice of soccer and is located in the southeasterly part of the high school's campus and all areas adjacent to, and within 100 feet of, said playing field.

(d) The owner or other person in charge of any dog ("responsible person"), which is found, at any time, on any part of the sports complex, and any responsible person whose dog is found on any other playing fields of the public schools of the board during, within one-half hour before, or within one-half hour after, an event shall be subject to the penalties provided in section 1-9.

(e) The dog warden or any police officer of the city shall serve upon any responsible person found to be in violation of this section, a citation to appear in the municipal court of the city at the time and date specified therein to answer the charge of such violation. Prior to the time such case is to be heard in the municipal court the responsible person charged in such citation, if he has not previously settled for, or been convicted of, six or more violations of this section within the period of 12 months prior to the date of such citation, may dispose of the citation by settlement in the following manner: pay to the clerk of the municipal court a fine for the offense charged in the amount of $25.00, if the offense charged is the first such offense by such responsible person within such 12-month period; $50.00 if the offense charged is the second such offense by such responsible person within such 12-month period; $75.00 if the offense charged is the third such offense by such responsible person within such 12-month period; $100.00 if the offense charged is the fourth such offense by such responsible person within such 12-month period; $125.00 if the offense charged is the fifth such offense by such responsible person within such 12-month period; or $150.00 if the offense charged is the sixth such offense by such responsible person within such 12-month period. If settlement of the charge set out in the citation is not made prior to 12:00 p.m. on the date the case is set for trial in municipal court, and if the party charged fails to appear and answer such charge in the municipal court or such charge has not otherwise been disposed of by such court, a $20.00 penalty will be added to the violation. If a person receiving a citation as herein provided has within the period of 12 months prior to the date of such citation settled or been convicted of six or more such violations, he shall not be permitted to settle the instant alleged offense, but shall be required to stand trial in municipal court and shall be subject to the penalties provided in section 1-9.

(f) The provisions of this section to the contrary notwithstanding every totally or partially blind person shall have the right to be accompanied by a guide dog, especially trained for the purpose, and every hearing-impaired person shall have the right to be accompanied by a hearing dog, especially trained for the purpose, and every person employed by an accredited school for training guide dogs shall have the right to be accompanied by a guide dog in training in any of the places listed in this section.

(Code 1996, § 3-17.10; Ord. No. 1352, 3-22-1999)

Sec. 6-65. - Prohibited in certain public parks.

(a) The city council has determined that it is harmful to the health and safety of people who visit, participate in, or attend events or functions at certain public parks ("restricted parks" as hereinafter defined) for dogs or puppies (collectively "dogs") to be in said restricted parks at any time, regardless of whether the dogs are running at large or are under restraint, because of the resulting presence of canine feces and the risk that someone may be bitten or attacked by a dog.

(b) Any dog, whether or not such dog shall have attached to it a license tag and whether or not such dog is on a leash held by a person, which is, at any time, in any part of the restricted park, shall be deemed to be a public nuisance and danger to the health and safety of the people who visit or participate in or attend events. As used in this section, "restricted parks" shall mean and include:
Crestline Tot Lot on Church Street in Crestline Village

(c) The owner or other person in charge of any dog ("responsible party"), which is found, at any time, in any part of the restricted park shall be subject to the penalties provided in section 1-9 of this Code.

(d) The dog warden or any police officer of the city shall serve upon any responsible party found to be in violation of this section, a citation to appear in the municipal court of the city at the time and date specified therein to answer the charge of such violation. Prior to the time such case is to be heard in the municipal court the responsible party charged in such citation, if he has not previously settled for, or been convicted of, six or more violations of this section within the period of 12 months prior to the date of such citation, may dispose of the citation by settlement by paying to the clerk of the municipal court a fine for the offense charged in the following amounts:

1. $25.00 if the offense charged is the first such offense by such responsible person within such 12-month period;
2. $50.00 if the offense charged is the second such offense by such responsible person within such 12-month period;
3. $75.00 if the offense charged is the third such offense by such responsible person within such 12-month period;
4. $100.00 if the offense charged is the fourth such offense by such responsible person within such 12-month period;
5. $125.00 if the offense charged is the fifth such offense by such responsible person within such 12-month period; or
6. $150.00 if the offense charged is the sixth such offense by such responsible person within such 12-month period.

If settlement of the charge set out in the citation is not made prior to 12:00 p.m. on the date the case is set for trial in municipal court, and if the party charged fails to appear and answer such charge in municipal court, or such charge has not otherwise been disposed of by such court, a $20.00 penalty will be added to the violation. If a person receiving a citation as herein provided has within the period of 12 months prior to the date of such citation settled or been convicted of six or more such violations, he shall not be permitted to settle the instant alleged offense, but shall be required to stand trial in municipal court and shall be subject to the penalties provided in section 1-9 of this Code.

(e) The provisions of this section to the contrary notwithstanding, every totally or partially blind person shall have the right to be accompanied by a guide dog, especially trained for the purpose, and every hearing-impaired person shall have the right to be accompanied by a hearing dog, especially training for the purpose, and every person employed by an accredited school for training guide dogs shall have the right to be accompanied by a guide dog in training in any of the places listed in this section.

(Ord. No. 1801, § 1, 7-20-2009)

Secs. 6-66—6-86. - Reserved.

DIVISION 2. - VACCINATION

Sec. 6-87. - Required; amount of vaccine required.

(a) It shall be unlawful for any person to possess, keep or harbor in the city any dog that has not been vaccinated as provided in subsection (b) of this section within the preceding 12 months.

(b) In order to be sufficient hereunder, vaccination shall be accomplished in such manner as is required to comply with state law by a physician, surgeon or veterinarian duly licensed as such by the state
board thereunto duly authorized, or shall be accomplished by a rabies inspector or deputy rabies inspector appointed pursuant to Code of Ala. 1975, § 3-7A-11.

(Code 1996, §§ 3-3, 3-4; Ord. No. 228, § 2; Ord. No. 702, § A; Ord. No. 838)


Sec. 6-88. - Collar and rabies tag required.

It shall be unlawful for any person to keep or harbor a dog within the city unless such dog shall have attached thereto a collar and a rabies tag.

(Code 1996, § 3-5; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-89. - Exemptions from article requirements.

The provisions of this article to the contrary notwithstanding, the person in charge or possession of dogs kept in a hospital, clinic or other place operated by a licensed veterinarian for the care and treatment of animals shall not be required to vaccinate any such dogs that are not the property of such person, to obtain collars therefor or to purchase licenses therefor.

(Code 1996, § 3-17.6; Ord. No. 702, § A; Ord. No. 838)

Secs. 6-90—6-106. - Reserved.

DIVISION 3. - RUNNING AT LARGE

Sec. 6-107. - Prohibited.

It shall be unlawful for any person to permit or allow any dog or puppy owned by him or in his charge or control to run at large.

(Code 1996, § 3-12; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-108. - Dogs running at large declared nuisance.

Any dog or any puppy, whether or not such dog or puppy shall have attached to it a license tag, running at large, shall be deemed to be a nuisance and a menace to the health and safety of the citizens, and shall be subject to being picked up and impounded as provided in this article, and the owner or person in charge thereof shall be subject to the penalties herein provided.

(Code 1996, § 3-14; Ord. No. 228, § 10; Ord. No. 702, § A; Ord. No. 838)

**State Law reference**— Dogs running at large, Code of Ala. 1975, § 3-1-5.

Sec. 6-109. - Issuance of citation to owner.

The dog warden or any police officer of the city shall serve upon the owner or person in charge or control of any dog or puppy found running at large in violation of this article, a citation to appear in the municipal court of the city at a time and date specified thereon to answer the charge of such violation.
Provided, however, that prior to the time such case is to be heard in the municipal court such owner or person charged in such citation, if he has not previously settled for or been convicted of two or more violations within 12 months from the date of such citation, may dispose of the citation by settlement in the following manner: pay to the clerk of the municipal court a fine for the offense charged in the amount of $25.00, if the offense charged is the first such offense by the owner or person charged within 12 months from the date of such citation; $75.00 if the offense charged is the second such offense by the owner or person charged within 12 months from the date of such citation. If settlement of the charge set out in the citation is not made prior to 12:00 p.m. of the date the case is set for trial in municipal court and if the party charged fails to appear and answer such charge in the municipal court or it has not otherwise been disposed of by such court, a $20.00 penalty will be added to the violation. If a person receiving a citation as herein provided has within the preceding 12 months from the date of such citation settled or been convicted of two or more such violations, he shall not be permitted to settle the instant alleged offense, but shall be required to appear before the municipal judge in municipal court and, if convicted of a violation of this section, be punished by a fine of not less than $150.00 nor more than $500.00.

(Code 1996, § 3-17; Ord. No. 702, § A; Ord. No. 838; Ord. No. 967, 3-28-1988; Ord. No. 1813, § 1, 6-28-2010)

Sec. 6-110. - Impoundment.

(a) Redemption; inoculation prior to release; handling of fees by poundmaster. Any dog that is found running at large in the city or any puppy found running at large; or any dog, puppy or other animal suspected of infection with rabies, or any vicious dog not kept or confined as required by section 6-62, is hereby declared to be a public nuisance and danger to the health and safety of the community, and it shall be the duty of the dog warden and his assistants to take up and impound in the city pound such dog or puppy as provided by section 6-108. Any such dog or puppy so impounded may be retaken or redeemed from the pound by the owner thereof, up to ten days from the date of such impoundment, or at any time thereafter before sale or destruction thereof, by paying to the city a fine as specified in section 6-109, and the poundmaster board for such dog or puppy or other animal at the current rate as set forth in chapter 14, plus a fee as set forth in chapter 14 for rabies vaccination for dogs or cats, respectively, if required, and/or a fee as set forth in chapter 14 for bordetella ("kennel cough") vaccination for dogs, if required. Every such dog or puppy or other animal, which has remained in the pound and not been redeemed or retaken by the owner within ten working days after the posting of the notice required by subsection (b) of this section, shall be disposed of as provided in said subsection (b) of this section.

(b) Disposal after ten working days; redemption from impoundment. The poundmaster shall keep such dog or puppy in the pound for ten working days, and if it is not redeemed within such time, the poundmaster shall destroy it in a merciful manner, or otherwise sell or dispose of it as provided in this article, provided that the poundmaster shall not destroy any dog or puppy or sell or otherwise dispose of the same until notice that such dog or puppy is subject to destruction or disposal shall have been given by posting the notice not less than ten working prior to such destruction, sale or disposal upon the public bulletin board situated in the city hall of the city. Such notice shall be over the signature of and posted or caused to be posted by the city clerk, and shall contain a description of the dog or puppy subject to destruction, sale or other disposal, its age, or if not known, its estimated age, color, sex, weight and breed. If the name and address of the owner is known to the poundmaster or dog warden or if the city clerk can ascertain such name and address from the city's records, the city clerk shall also mail a copy of such notice, postage prepaid to such owner not less than ten working days prior to such destruction, sale or disposal. Saturdays, Sundays and legal holidays shall not be counted in computing the ten days required for such notice. At any time subsequent to ten working days after the posting of such notice and the mailing of a copy thereof to the owner if his name and address is known, the dog or puppy described therein may be destroyed by the poundmaster in a humane manner or sold or disposed of as provided in this article, or sold or given to proper medical authorities or hospitals for clinical or experimental use. The owner may redeem the dog or puppy from the pound at any time within such ten working days or prior to the
time it is destroyed, sold or otherwise disposed of; provided, that if the owner does not redeem such
dog within ten working days from the impounding, any other person may redeem or purchase such
dog after such ten working days and after expiration of the notice as hereinabove provided and
before the dog is destroyed or redeemed by the owner, in which event, the owner shall lose his right
of redemption.

(Code 1996, §§ 3-17.1, 3-17.2; Ord. No. 702, § A; Ord. No. 712, §§ A, B; Ord. No. 838; Ord.
No. 967, 3-28-1988; Ord. No. 1019, 1-22-1990; Ord. No. 1026, 10-9-1990; Ord. No. 1583, § 1,
7-28-2003)

State Law reference— Sterilization of impounded animals, Code of Ala. 1975, § 3-9-1 et seq.;

Secs. 6-111—6-133. - Reserved.

DIVISION 4. - FEMALES IN HEAT

Sec. 6-134. - Confinement.

It shall be unlawful for the owner or other person in charge of a female dog to cause or permit such
female dog during its period of estrus to run at large on or about any place, lot or premises or portion of
the same within the city which is not provided and equipped with a wall, fence or other enclosure in such
manner as to effectively prevent the escape of such dog; and while at large on or about such places, lot
or premises or portion of the same during such period, such female dog shall be kept within the limits of
such wall, fence or enclosure.

(Code 1996, § 3-17.3; Ord. No. 81, § 1; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-135. - Impoundment.

Whenever a female dog during its period of estrus is found in or about any street, thoroughfare,
place, lot or premises contrary to the provisions of this article, it shall be the duty of the dog warden to
take such animal into custody and remove or cause the same to be removed to and placed in the city
pound.

(Code 1996, § 3-17.4; Ord. No. 81, § 3; Ord. No. 702, § A; Ord. No. 838)

Sec. 6-136. - Disposal after ten working days; redemption from impoundment.

The poundmaster shall keep such dog in the pound for ten working days, and if it is not redeemed
within such time the poundmaster shall destroy it in a merciful manner or otherwise sell or dispose of the
same as provided in section 6-110(b). The owner may redeem the dog from the pound at any time
within such ten days or prior to the time it is destroyed, sold or otherwise disposed of; provided, that if the
owner does not redeem such dog within ten working days from the impounding, any other person may
redeem or purchase such dog after the ten working days and after the expiration of the notice provided by
section 6-110(b) and before the dog is dispatched or redeemed by the owner in which event the owner
shall lose his right of redemption.

(Code 1996, § 3-17.5; Ord. No. 81, § 4; Ord. No. 702, § A; Ord. No. 712, § C; Ord. No. 838;
Ord. No. 967, 3-28-1988)
City of Mountain Brook

Dog Owner Acknowledgment

Please Email to Heather Richards at richardsh@mtnbrook.org

Please Print

Name ________________________________

Street Address ________________________________

City ___________________ State _______ Zip ____________

Telephone Number _______________________

I acknowledge that I am eighteen years of age or older and am the owner of the dog that I am now picking up from Hoke Animal Clinic. My dog was running at large, which is a violation of Mountain Brook Municipal Ordinance 838, codified at Sec. 6-108 of the Mountain Brook City Code. I understand that I may plead guilty or not guilty to this charge. I will receive a letter from the Mountain Brook Municipal Court explaining how to handle this matter.

Ticket No. ________________ (to be filled in by Hoke Animal Clinic)

_________________________ _______________________
Dog Owner Signature Date
The resolution requesting the Ala. Legislature introduce for consideration a local bill granting the City the authority to establish Entertainment Districts in Crestline, English and Mountain Brook Villages will be distributed separately.
ORDINANCE NO. 2093

AN ORDINANCE TO PROVIDE FOR STOP SIGNS (2) ON VINE STREET AT ITS INTERSECTION WITH DEXTER AVENUE AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling along Vine Street to enter its intersection with Dexter Avenue when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed $500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 14th day of December, 2020.

________________________________________
Council President

APPROVED: This 14th day of December, 2020.

________________________________________
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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 14th day of December, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on December 15, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

Stops Signs (2) on Vine Street at Dexter Avenue 2093
December 2, 2020

Dear Business Owner,

The City of Mountain Brook engaged its traffic consultant, Skipper Consultants, to study the Dexter Avenue/Vine Street intersection. Based on their study and review, Skipper Consultants recommends that this intersection be made a four-way stop. (See attached map.)

The Mountain Brook City Council will consider an ordinance at its December 14, 2020 meeting which will begin at 7:00 pm to make Dexter/Vine a four-way stop by adding two stop signs on Vine Street. Due to the COVID-19 pandemic, City Council meetings are being held by Zoom. Please check our website on Friday afternoon, December 11, 2020 for information on how to access this meeting if you have any comments about this proposed four-way stop at Dexter Avenue/Vine Street. (www.mtnbrook.org>Government> Agendas & Minutes, scroll down to 12/14/20-Agenda packet)

If you cannot participate in this Zoom City Council meeting on December 14th, but would like to submit comments in advance, please contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
December 2, 2020

Dear Resident,

The City of Mountain Brook engaged its traffic consultant, Skipper Consultants, to study the Dexter Avenue/Vine Street intersection. Based on their study and review, Skipper Consultants recommends that this intersection be made a four-way stop. (See attached map.)

The Mountain Brook City Council will consider an ordinance at its December 14, 2020 meeting which will begin at 7:00 pm to make Dexter/Vine a four-way stop by adding two stop signs on Vine Street. Due to the COVID-19 pandemic, City Council meetings are being held by Zoom. Please check our website on Friday afternoon, December 11, 2020 for information on how to access this meeting if you have any comments about this proposed four-way stop at Dexter Avenue/Vine Street. (www.mtnbrook.org>Government> Agendas & Minutes, scroll down to 12/14/20-Agenda packet)

If you cannot participate in this Zoom City Council meeting on December 14th, but would like to submit comments in advance, please contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
INSTALL 2' WHITE STOP LINE
INSTALL STOP SIGN AND ALL WAY PLACARD.
INSTALL ALL WAY PLACARD BELOW EXISTING STOP SIGN.
INSTALL ALL WAY PLACARD BELOW EXISTING STOP SIGN.
INSTALL 2' WHITE STOP LINE
INSTALL STOP SIGN AND ALL WAY PLACARD.
Dexter Avenue at Vine Street

Introduction

This report documents a traffic study to determine appropriate traffic control for the intersection of Dexter Avenue at Vine Street in the City of Mountain Brook. The site of the intersection is shown in Figure 1. Currently, the intersection is controlled by stop signs on Dexter Avenue but not on Vine Street. Citizens in the vicinity have requested that the City consider installation of stop signs on Dexter Avenue, which would result in the intersection becoming a four-way stop.

A factor to consider is that every other four-legged intersection on Dexter Avenue north of Vine Street is a four-way stop. The only intersections on Dexter Avenue which are not a four-way stops (beside Vine Street) are the three-legged intersections at Church Street and at Honeysuckle Lane. The traffic control at the intersections on Dexter Avenue is shown in Figure 2.
Project History

- Prior to June, 2016, the intersection of Dexter Avenue/Vine Street was controlled by stop signs facing Vine Street and no stop signs on Dexter Avenue.
- In November, 2014, a traffic impact study was prepared for the Piggly Wiggly grocery story which was subsequently constructed in Crestline Village and which opened in June, 2016. This traffic impact study addressed the intersection of Dexter Avenue/Vine Street.
  - Traffic at this intersection is abnormally influenced by the traffic pattern of Crestline Elementary School.
  - Observations of traffic conducted in 2014 showed long queues on Vine Street approaching Dexter Avenue during both the morning and afternoon school drop-off and pick-up times.
  - Additional traffic generated by the Piggly Wiggly was projected to have an adverse impact on traffic on Vine Street northbound approaching Dexter Avenue.
  - Four alternatives were analyzed:
    1. Keep the existing orientation of the stop signs.
    2. Reverse the orientation of the stop signs, such that Dexter Avenue would have stop signs and Vine Street would be free flowing.
    3. Install stop signs on Dexter Avenue, resulting in a four-way stop.
    4. Install a traffic signal.
Analysis results showed Alternative (2) reversing the stop signs, or Alternative (4) installing a traffic signal, were the only viable options for mitigating the impacts of Piggly Wiggly and improving traffic operations at the intersection.

The City Council determined to reverse the orientation of the stop signs, and this was implemented in June, 2016.

- In October, 2016, the City undertook a traffic study of several issues in Crestline Village, including the intersection of Dexter Avenue/Vine Street.
  - This study was conducted after the changes were implemented in June, 2016 for the new Piggly Wiggly.
  - Observations at the intersection were conducted 7:15-8:00 a.m. and 2:45-3:15 p.m.
  - Observations included:
    - Vehicles on Vine Street which stopped when they should not have stopped
    - Vehicles on Dexter Avenue which proceeded when they should have stopped
    - The results of these observations are shown in Table 1
  - Two alternatives were analyzed for potential changes to the intersection:
    1. Keep the existing orientation of the stop signs
    2. Install stop signs on Vine Street, resulting in a four-way stop
  - Results of the analysis showed better results with Alternative 1 (keeping the existing orientation of the stop signs), but also found that Alternative 2 (four-way stop) would not be significantly problematic.
  - A meeting was held with the Mountain Brook Board of Education (Superintendent and Principal of Crestline Elementary School) on October 7, 2016 to discuss the potential of converting Dexter Avenue/Vine Street to a four-way stop.
    - The Board of Education was opposed to any change to the traffic control at the intersection because of the positive impact to queuing on Vine Street which resulted with the change in June, 2016.
  - The City Council determined to keep the existing orientation of the stop signs.

- In September, 2019, a citizen residing in the vicinity of the intersection requested that the City re-evaluate the intersection to add stop signs on Vine Street. During the September 23, 2019 City Council pre-meeting, Skipper Consulting presented a summary report which documented the following:
  - On Monday to Tuesday, September 16-17, 2019, observations were repeated at the intersection of Dexter Avenue/Vine Street, matching the observations conducted in 2016.
  - The results of the 2019 observations as compared to the 2016 observations are included in Table 1 below.

<table>
<thead>
<tr>
<th></th>
<th><strong>2016 Observations</strong></th>
<th><strong>2019 Observations</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7:15-8:00 a.m.</td>
<td>2:45-3:15 p.m.</td>
</tr>
<tr>
<td></td>
<td>7:15-8:00 a.m.</td>
<td>2:45-3:15 p.m.</td>
</tr>
<tr>
<td>Vehicles on Vine Street which stopped when they should not have stopped</td>
<td>20 out of 163 (12%)</td>
<td>15 out of 96 (16%)</td>
</tr>
<tr>
<td></td>
<td>4 out of 156 (3%)</td>
<td>7 out of 87 (8%)</td>
</tr>
<tr>
<td>Vehicles on Dexter Avenue which proceeded when they should have stopped</td>
<td>3 out of 47 (6%)</td>
<td>0 out of 38 (0%)</td>
</tr>
<tr>
<td></td>
<td>2 out of 47 (4%)</td>
<td>1 out of 34 (3%)</td>
</tr>
</tbody>
</table>

Table 1: Observations from 2016 Compared to 2019 – Dexter Avenue/Vine Street Intersection
The City Council directed that another study be performed after completion of work on the commercial project at the corner of Dexter Avenue at Vine Street. Work was authorized to commence on March 9, 2020, but was almost immediately placed on hold due to the COVID-19 situation. The project recommenced on August 26, 2020, and this document is the result of the study.

**Intersection Traffic Counts and Video Data Collection**

Intersection turning movement traffic counts were performed using a video recording taken by Traffic Data, LLC on behalf of Skipper Consulting, Inc. on Wednesday, August 26, 2020 from 6:30 a.m. to 7:30 p.m. The video data was reviewed to determine vehicle and pedestrian counts during the following peak hours of traffic flow:

- 7:15-8:15 a.m.
- 12:00-1:00 p.m.
- 2:30-3:30 p.m.
- 5:00-6:00 p.m.

The peak hour traffic counts are shown in Figure 3. Detailed turning movement traffic count data is included in Appendix A.

Of particular note is the occurrence of pedestrian traffic. During the four (4) hour period, only one school-aged child was observed to cross in a crosswalk. The pedestrian volume was light, expect for a 15 minute period from 5:45 to 6:00 p.m., in which 17 pedestrians used the south crosswalk.

Occurrences in the video of poor driver and pedestrian behavior were also noted while viewing the video to gather traffic counts. The following is a catalog of the occurrences noted during the four (4) hours the video was reviewed:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles which stopped on Vine Street when they should not have stopped:</td>
<td>23</td>
</tr>
<tr>
<td><strong>Vehicles which did not stop on Dexter Avenue:</strong></td>
<td>11</td>
</tr>
<tr>
<td>U-Turn in middle of intersection:</td>
<td>1</td>
</tr>
<tr>
<td>Too fast on Vine Street:</td>
<td>2</td>
</tr>
<tr>
<td>Bicycles which did not stop on Dexter:</td>
<td>2</td>
</tr>
<tr>
<td><strong>Right-Angle Conflict:</strong></td>
<td>5</td>
</tr>
<tr>
<td>Pedestrians walking in the middle of the street:</td>
<td>3</td>
</tr>
</tbody>
</table>

The "Vehicles which did not stop of Dexter Avenue" and "Right-Angle Conflict" lines are highlighted because this is the particularly poor driver behavior which results in crashes.
Figure 3 - Existing Traffic Counts

Skipper Consulting, Inc.

November 6, 2020
Drone Video Observations

Drone video observations were conducted for the intersection of Dexter Avenue at Vine Street on Thursday, October 22, 2020 by Skipper Consulting, Inc. during the periods 7:35 to 7:55 a.m. and 2:40 to 3:00 p.m. Occurrences in the video of poor driver and pedestrian behavior were noted while viewing the video. The following is a catalog of the occurrences noted during the period of the video:

- **Vehicles which stopped on Vine Street when they should not have stopped**: 16
- **Vehicles which did not stop on Dexter Avenue**: 4
- **Child riding bike in the middle of the street**: 1

The “Vehicles which did not stop of Dexter Avenue” line is highlighted because this is the particularly poor driver behavior which results in crashes.

Two other children safely riding their bicycles were also recorded.

Windshield Observations

On Monday to Tuesday, September 28-29, 2020, observations were repeated at the intersection of Dexter Avenue/Vine Street, matching the observations conducted in 2016 and 2019. The results of all observations (2016, 2019, and 2020) are included in Table 2.

Table 2
Observations from 2016, 2019, and 2020 - Dexter Avenue/Vine Street Intersection

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles on Vine Street which</td>
<td>20 out of 163 (12%)</td>
<td>15 out of 96 (16%)</td>
<td>4 out of 156 (3%)</td>
<td>7 out of 87 (8%)</td>
<td>4 out of 94 (4%)</td>
<td>12 out of 90 (13%)</td>
</tr>
<tr>
<td>stopped when they should not have</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>stopped</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicles on Dexter Avenue which</td>
<td>3 out of 47 (6%)</td>
<td>0 out of 38 (0%)</td>
<td>2 out of 47 (4%)</td>
<td>1 out of 34 (3%)</td>
<td>0 out of 41 (0%)</td>
<td>1 out of 44 (2%)</td>
</tr>
<tr>
<td>proceeded when they should have</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>stopped</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Crash History

Crash reports for the intersection of Dexter Avenue/Vine Street were obtained from the Mountain Brook Police Department. There were 9 recorded crashes at or near the intersection since June, 2016.

- 6 of these crashes were not related to the intersection, but involved crashes such as hitting parked cars, backing out of parking spaces, hitting fixed objects, or rear-end crashes not at the intersection
- 3 crashes occurred at the intersection of Dexter Avenue/Vine Street. The following is a summary of these three crashes
  - Wednesday, November 2, 2016, 1:03 p.m. A vehicle westbound on Dexter Avenue ran a stop sign and struck a vehicle northbound on Vine Street
  - Saturday, October 28, 2017, 11:20 a.m. A vehicle westbound on Dexter Avenue ran a stop sign and hit a vehicle northbound on Vine Street
  - Monday, September 17, 2018, 9:13 p.m. A vehicle westbound on Dexter Avenue ran a stop sign and hit a vehicle northbound on Vine Street

Intersection Capacity Analysis

Peak hour intersection capacity analyses were performed for the intersection of Dexter Avenue at Vine Street using the method of analysis documented in the 2010 Highway Capacity Manual, published by the Transportation Research Board. Analyses were performed for existing conditions (two-way stop) and proposed conditions (four-way stop). Capacities are expressed as levels of service, and range from a level of service “A” (highest quality of service) to a level of service “F” (jammed conditions). As a general rule, operation at a level of service “C” or better is desirable, with a level of service “D” considered acceptable during peak hours of traffic flow. The peak hour intersection capacity analysis worksheets are included in Appendix B and are summarized in Table 3. As shown in Table 3, the intersection operates with all approaches operating at a level of service “A” or “B” for existing conditions. All approaches are projected to operate at a level of service “A” if a four-way stop were to be implemented.

Table 3
Intersection Capacity Analysis - Dexter Avenue/Vine Street Intersection

<table>
<thead>
<tr>
<th>Approach</th>
<th>Existing (Two-Way Stop)</th>
<th>Proposed (Four-Way Stop)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM Midday Aft. School</td>
<td>AM Midday Aft. School</td>
</tr>
<tr>
<td>Dexter Ave Eastbound</td>
<td>B A B B A A A</td>
<td></td>
</tr>
<tr>
<td>Dexter Ave Westbound</td>
<td>B B B A A A</td>
<td></td>
</tr>
<tr>
<td>Vine St Northbound</td>
<td>A A A A A A</td>
<td></td>
</tr>
<tr>
<td>Vine St Southbound</td>
<td>A A A A A A</td>
<td></td>
</tr>
</tbody>
</table>
Microsimulation Analysis

A microsimulation analysis was prepared for the intersection of Dexter Avenue at Vine Street for conditions from 2:45 to 3:00 p.m., which is the peak 15-minute approach flow on Vine Street northbound for traffic exiting from Crestline Elementary School, supposing that a four-way stop was implemented at the intersection. The results of the microsimulation are included in Appendix C and are summarized in Table 4. As shown in Table 4, the peak queue anticipated on Vine Street northbound is 77 feet, or approximately 4 vehicles. This condition is depicted in the screen capture below the table.

Table 4
Microsimulation Analysis - Dexter Avenue/Vine Street Intersection

<table>
<thead>
<tr>
<th>Approach</th>
<th>Queue 2:45-3:00 p.m.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Average Queue</td>
<td>95th Percentile Queue</td>
<td>Maximum Queue</td>
</tr>
<tr>
<td>Dexter Avenue Eastbound</td>
<td>22 ft.</td>
<td>45 ft.</td>
<td>45 ft.</td>
</tr>
<tr>
<td>Dexter Avenue Westbound</td>
<td>30 ft.</td>
<td>54 ft.</td>
<td>54 ft.</td>
</tr>
<tr>
<td>Vine Street Northbound</td>
<td>58 ft.</td>
<td>71 ft.</td>
<td>77 ft.</td>
</tr>
<tr>
<td>Vine Street Southbound</td>
<td>13 ft.</td>
<td>39 ft.</td>
<td>39 ft.</td>
</tr>
</tbody>
</table>
Conclusions and Recommendations

Just as in 2016, making a recommendation is difficult for this intersection because of the abnormal traffic pattern due to Crestline Elementary School. A factor to consider is that every four-legged intersection on Dexter Avenue northeast of Vine Street is a four-way stop.

In general, pedestrian traffic at the intersection is at a very low level, except for during the late afternoon, in which there are numerous pedestrians going to and from Crestline Village and the neighborhood up Dexter Avenue. Pedestrian traffic of school-aged children generated by Crestline Elementary School is minimal.

There have been three crashes with vehicles on Dexter Avenue failing to yield right-of-way to vehicles on Vine Street since 2016.

Multiple types of observations of traffic were performed during the study process. These observations indicated patterns of poor actions by both drivers and pedestrians. Particularly, the observations noted the following:

- There are numerous vehicles which stopped on Vine Street when they should not have stopped. This is more of an inconvenience to other drivers than a safety issue, although this behavior could result in rear-end crashes (but this is not evidenced by data).
- Vehicles which did not stop for the stop signs on Dexter Avenue
- Right-Angle Conflicts, either where the vehicle on Dexter Avenue did not yield right-of-way to vehicles on Vine Street, or where there was an actual conflict between two intersection vehicles.

Speed of traffic on Vine Street was not noted to be an issue.

The analysis conducted in 2016 indicated that, if the intersection of Dexter Avenue/Vine Street were converted to a four-way stop, the maximum queue of vehicles on Vine Street would be six vehicles. Based on new traffic counts, the projected maximum queue is four vehicles. Good levels of service are expected for either current operation or operation if the intersection were converted to a four-way stop.

Therefore, based on the above conclusions, the following recommendations are presented for consideration by the City:

1. Meet with representatives of the Board of Education and Crestline Elementary School staff to determine their current opinion regarding installing a four-way stop at the intersection of Dexter Avenue/Vine Street in light of this new information.

2. Install stop signs on both approaches of Vine Street at the intersection of Dexter Avenue if the Board of Education does not have a compelling reason not to do so. This should include the following actions:
   - Add “All Way” placards to all four stop signs;
   - Paint stop lines on both approaches of Vine Street;
   - Install temporary signs (orange/black construction signs) on both approaches of Vine Street notifying drivers of the new stop signs.
Appendix A

Intersection Turning Movement Traffic Count
<table>
<thead>
<tr>
<th>Time</th>
<th>Eastbound</th>
<th>Westbound</th>
<th>Northbound</th>
<th>Southbound</th>
<th>Grand Total</th>
<th>Pedestrians</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Left</td>
<td>Thru</td>
<td>Right</td>
<td>Total</td>
<td>Left</td>
<td>Thru</td>
</tr>
<tr>
<td>7:15-7:30</td>
<td>1</td>
<td>3</td>
<td>0</td>
<td>4</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>7:30-7:45</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>5</td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>7:45-8:00</td>
<td>0</td>
<td>6</td>
<td>1</td>
<td>7</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>8:00-8:15</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>15</td>
<td>1</td>
<td>20</td>
<td>2</td>
<td>39</td>
</tr>
<tr>
<td>Total PHF</td>
<td>0.50</td>
<td>0.63</td>
<td>0.25</td>
<td>0.71</td>
<td>0.50</td>
<td>0.61</td>
</tr>
<tr>
<td>12:00-12:15</td>
<td>5</td>
<td>3</td>
<td>5</td>
<td>13</td>
<td>1</td>
<td>11</td>
</tr>
<tr>
<td>12:15-12:30</td>
<td>1</td>
<td>5</td>
<td>5</td>
<td>11</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>12:30-12:45</td>
<td>2</td>
<td>5</td>
<td>0</td>
<td>7</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>12:45-1:00</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>10</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Total PHF</td>
<td>13</td>
<td>18</td>
<td>10</td>
<td>41</td>
<td>4</td>
<td>39</td>
</tr>
<tr>
<td>2:30-2:45</td>
<td>0</td>
<td>9</td>
<td>4</td>
<td>13</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>2:45-3:00</td>
<td>4</td>
<td>9</td>
<td>1</td>
<td>14</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>3:00-3:15</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>7</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>3:15-3:30</td>
<td>2</td>
<td>10</td>
<td>1</td>
<td>13</td>
<td>0</td>
<td>11</td>
</tr>
<tr>
<td>Total PHF</td>
<td>9</td>
<td>32</td>
<td>6</td>
<td>47</td>
<td>4</td>
<td>34</td>
</tr>
<tr>
<td>5:00-5:15</td>
<td>1</td>
<td>14</td>
<td>4</td>
<td>16</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>5:15-5:30</td>
<td>4</td>
<td>14</td>
<td>2</td>
<td>10</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>5:30-5:45</td>
<td>2</td>
<td>12</td>
<td>4</td>
<td>18</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5:45-6:00</td>
<td>1</td>
<td>8</td>
<td>1</td>
<td>10</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Total PHF</td>
<td>8</td>
<td>38</td>
<td>8</td>
<td>54</td>
<td>15</td>
<td>21</td>
</tr>
<tr>
<td>Totals PHF</td>
<td>0.50</td>
<td>0.68</td>
<td>0.50</td>
<td>0.75</td>
<td>0.63</td>
<td>0.66</td>
</tr>
<tr>
<td>Totals</td>
<td>34</td>
<td>103</td>
<td>25</td>
<td>162</td>
<td>25</td>
<td>133</td>
</tr>
</tbody>
</table>

Intersection Turning Movement Traffic Count
Dexter Avenue at Vine Street
Wednesday, August 26, 2020
Appendix B

Intersection Capacity Analysis Worksheets
<table>
<thead>
<tr>
<th>Intersection</th>
<th>Int Delay, s/veh</th>
<th>5.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Movement</td>
<td>EBL</td>
<td>EBT</td>
</tr>
<tr>
<td>Traffic Vol. veh/h</td>
<td>4</td>
<td>15</td>
</tr>
<tr>
<td>Future Vol. veh/h</td>
<td>4</td>
<td>15</td>
</tr>
<tr>
<td>Conflicting Peds, #/hr</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>Sign Control</td>
<td>Stop</td>
<td>Stop</td>
</tr>
<tr>
<td>RT Channelized</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Storage Length</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Veh in Median Storage, #</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Grade, %</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td>Peak Hour Factor</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Heavy Vehicles, %</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Movmt Flow</td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td>Major/Minor</td>
<td>Minor2</td>
<td>Minor1</td>
</tr>
<tr>
<td>Conflicting Flow All</td>
<td>309</td>
<td>282</td>
</tr>
<tr>
<td>Stage 1</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>Stage 2</td>
<td>277</td>
<td>250</td>
</tr>
<tr>
<td>Critical Hdyw</td>
<td>7.1</td>
<td>6.5</td>
</tr>
<tr>
<td>Critical Hdyw Stg 1</td>
<td>6.1</td>
<td>5.5</td>
</tr>
<tr>
<td>Critical Hdyw Stg 2</td>
<td>6.1</td>
<td>5.5</td>
</tr>
<tr>
<td>Follow-up Hdyw</td>
<td>3.5</td>
<td>4</td>
</tr>
<tr>
<td>Pot Cap-1 Maneuver</td>
<td>647</td>
<td>630</td>
</tr>
<tr>
<td>Stage 1</td>
<td>990</td>
<td>872</td>
</tr>
<tr>
<td>Stage 2</td>
<td>734</td>
<td>704</td>
</tr>
<tr>
<td>Platoon blocked, %</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mov Cap-1 Maneuver</td>
<td>567</td>
<td>597</td>
</tr>
<tr>
<td>Mov Cap-2 Maneuver</td>
<td>567</td>
<td>597</td>
</tr>
<tr>
<td>Stage 1</td>
<td>942</td>
<td>868</td>
</tr>
<tr>
<td>Stage 2</td>
<td>630</td>
<td>670</td>
</tr>
<tr>
<td>Approach</td>
<td>EB</td>
<td>WB</td>
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Dexter Ave at Vine St 11/06/2020 Existing AM
### HCM 2010 TWSC

**1: Vine St & Dexter Avr/Dexter Ave**

11/06/2020

**Intersection**

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**Approach**

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# HCM 2010 AWSC

## Intersection

### Intersection Delay, s/veh
- Value: 8

### Intersection LOS
- Value: A

## Movement

### Lane Configurations

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<tr>
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<th>EBT</th>
<th>EBR</th>
<th>WBL</th>
<th>WBT</th>
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<th>NBL</th>
<th>NBT</th>
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### Future Vol, veh/h
- Value: 4

### Peak Hour Factor
- Value: 0.50

### Heavy Vehicles, %
- Value: 0

### Mvmt Flow
- Value: 8

### Number of Lanes
- Value: 0

## Approach

### Opposing Approach

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<th>SB</th>
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### Conflicting Approach Left
- Value: SB

### Conflicting Approach Right
- Value: NB

### HCM Control Delay
- Value: 7.7

### HCM LOS
- Value: A

## Lane

### Vol Left, %
- Value: 29%

### Vol Thru, %
- Value: 59%

### Vol Right, %
- Value: 5%

### Sign Control
- Value: Stop

### Traffic Vol by Lane
- Value: 91

### LT Vol
- Value: 26

### Through Vol
- Value: 54

### RT Vol
- Value: 11

### Lane Flow Rate
- Value: 180

### Geometry Grp
- Value: 1

### Degree of Util (X)
- Value: 0.204

### Departure Headway (Hd)
- Value: 4.088

### Convergence, Y/N
- Value: Yes

### Cap
- Value: 867

### Service Time
- Value: 2.164

### HCM Lane V/C Ratio
- Value: 0.208

### HCM Control Delay
- Value: 8.2

### HCM Lane LOS
- Value: A

### HCM 95th-tile Q
- Value: 0.8

---

*Dexter Ave at Vine St 11/06/2020 4 Way Stop AM*  
*Synchro 9 Report*  
*Page 1*
### Intersection

**Intersection Delay, s/veh** 7.4

**Intersection LOS** A

### Movement

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<th>SBL</th>
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**Traffic Vol, veh/h**

- 13 18 10 4 39 2 11 29 10 2 13 9

**Future Vol, veh/h**

- 13 18 10 4 39 2 11 29 10 2 13 9

**Peak Hour Factor**

- 0.65 0.90 0.50 0.50 0.81 0.50 0.92 0.73 0.63 0.50 0.81 0.45

**Heavy Vehicles, %**

- 0 0 0 0 0 0 0 0 0 0 0 0

**Mvmt Flow**

- 20 20 20 8 48 4 12 40 16 4 16 20

**Number of Lanes**

- 0 1 0 0 1 0 0 1 0 0 1 0

### Approach

<table>
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<tr>
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<th>EB</th>
<th>SB</th>
<th>NB</th>
<th>SB</th>
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| Opposing Lanes    | 1  | 1  | 1  | 1  | 1  |

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| Conflicting Lanes Right    | 1  | 1  | 1  | 1  |

| HCM Control Delay | 7.4 | 7.5 | 7.5 | 7.2 |

| HCM LOS | A | A | A | A |

### Lane

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Dexter Ave at Vine St 11/05/2020 4 Way Stop Midday

Synchro 9 Report

Page 1
### Intersection

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### Movement

| Movement                  | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Lane Configurations       |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Traffic Vol, veh/h        | 9   | 32  | 6   | 4   | 34  | 2   | 23  | 75  | 13  | 0   | 8   | 10  |
| Future Vol, veh/h         | 9   | 32  | 6   | 4   | 34  | 2   | 23  | 75  | 13  | 0   | 8   | 10  |
| Peak Hour Factor          | 0.56| 0.80| 0.38| 0.33| 0.77| 0.25| 0.38| 0.54| 0.46| 0.92| 0.40| 0.63|
| Heavy Vehicles, %         | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Mvmt Flow                 | 16  | 40  | 16  | 12  | 44  | 8   | 61  | 139 | 28  | 0   | 0   | 16  |
| Number of Lanes           | 0   | 1   | 0   | 0   | 1   | 0   | 0   | 1   | 0   | 0   | 1   | 0   |

### Approach

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<td>8</td>
<td>15</td>
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<tbody>
<tr>
<td>Vol Left, %</td>
<td>24%</td>
<td>15%</td>
<td>39%</td>
<td>6%</td>
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<td>Vol Thru, %</td>
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<td>70%</td>
<td>55%</td>
<td>67%</td>
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<td>Vol Right, %</td>
<td>26%</td>
<td>15%</td>
<td>5%</td>
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<td>Sign Control</td>
<td>Stop</td>
<td>Stop</td>
<td>Stop</td>
<td>Stop</td>
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<td>Traffic Vol by Lane</td>
<td>102</td>
<td>54</td>
<td>38</td>
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<td>LT Vol</td>
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<td>Through Vol</td>
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<td>Lane Flow Rate</td>
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<td>1</td>
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<td>1</td>
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<td>Degree of Util (X)</td>
<td>0.256</td>
<td>0.106</td>
<td>0.105</td>
<td>0.095</td>
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<td>Convergence, Y/N</td>
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<td>Yes</td>
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<td>Yes</td>
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<td>Cap</td>
<td>944</td>
<td>781</td>
<td>763</td>
<td>821</td>
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<td>Service Time</td>
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<td>0.106</td>
<td>0.106</td>
<td>0.095</td>
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<tr>
<td>HCM Control Delay</td>
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<tr>
<td>HCM Lane LOS</td>
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<td>A</td>
<td>A</td>
<td>A</td>
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<tr>
<td>HCM 95th-ile Q</td>
<td>1</td>
<td>0.4</td>
<td>0.4</td>
<td>0.3</td>
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</table>
Appendix C

Microsimulation Worksheet
### Queuing and Blocking Report

**4 Way Stop Aft. School**

#### Intersection: 1: Vine St & Dexter Ave

<table>
<thead>
<tr>
<th>Movement</th>
<th>EB</th>
<th>WB</th>
<th>NB</th>
<th>SB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directions Served</td>
<td>LTR</td>
<td>LTR</td>
<td>LTR</td>
<td>LTR</td>
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<tr>
<td>Maximum Queue (ft)</td>
<td>32</td>
<td>54</td>
<td>77</td>
<td>32</td>
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<tr>
<td>Average Queue (ft)</td>
<td>22</td>
<td>30</td>
<td>58</td>
<td>13</td>
</tr>
<tr>
<td>95th Queue (ft)</td>
<td>45</td>
<td>54</td>
<td>71</td>
<td>39</td>
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<tr>
<td>Link Distance (ft)</td>
<td>472</td>
<td>472</td>
<td>472</td>
<td>472</td>
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</tbody>
</table>

#### Network Summary

- Network wide Queuing Penalty: 0

---

Dexter Ave at Vine St

SimTraffic Report

Page 1
ORDINANCE NO. 2094

AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON ARUNDEL DRIVE AT ITS INTERSECTION WITH ASBURY ROAD AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling southbound along Arundel Drive to enter its intersection with Asbury Road when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed $500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 14th day of December, 2020.

__________________________
Council President

APPROVED: This 14th day of December, 2020.

__________________________
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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 14th day of December, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on December 15, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

__________________________
City Clerk
Arundel Drive at Asbury Road

This report documents a recommendation concerning a citizen request received on Thursday, November 12, 2020 for the installation of a third stop sign at the intersection of Arundel Drive at Asbury Road in the City of Mountain Brook. Currently, the intersection is a three-legged intersection with stop signs on two of the three legs: Asbury Road and Arundel Drive eastbound. Arundel Drive southbound has no stop sign. This is illustrated in Figure 1.

![Figure 1. Existing Intersection Traffic Control](image)

The current arrangement of stop signs at the intersection of Arundel Drive at Asbury Road is non-standard. It is clear that a car approaching the intersection on Arundel Drive southbound has right-of-way over the other two approaches to the intersection, but the particular problem has to do with the who has the right-of-way on the two legs which have the stop signs. It is not a three-way stop, so the drivers are left to their own to decide who has right-of-way. This situation does not meet driver expectation of a stop sign-controlled intersection. The standard arrangement would be either a stop sign only on Asbury Road or a three-way stop. It is not typically practical to remove an existing stop sign, so the viable option is to make the intersection a three-way stop. A site review was conducted, and nothing was noted which would prevent installation of the third stop sign.

Therefore, it is recommended that a third stop sign be installed at the intersection of Arundel Drive at Asbury Road on the Arundel Drive southbound approach. It is recommended that ALL WAY placards be installed with each stop sign. It is recommended that a 2 foot white stop line be painted on Arundel Drive southbound next to the proposed stop sign. The recommendations are illustrated in Figure 2.
Good afternoon, Mr. Gaston,

We are homeowners at 3837 Arundel Drive and have lived on the street since 2003. We would like to have a third stop sign considered at the intersection of Arundel and Asbury. We experience a lot of cut through traffic from Greenvalley to Overton Rd., and the speeding cars makes it a very dangerous street.

What do I need to do to make a request for this consideration?

Thank you,
Katherine Moak

Sent from my iPhone
December 2, 2020

Dear Resident,

The City of Mountain Brook received a request to make the Arundel Drive and Asbury Road intersection a three-way stop by adding a stop sign on Arundel Drive south bound at its intersection with Asbury Road. (See attached map.) Our traffic consultant, Skipper Consultants, has reviewed this request and recommends the addition of the 3rd stop sign at this intersection.

The Mountain Brook City Council will consider an ordinance at its December 14, 2020 meeting which will begin at 7:00 pm to make this intersection a three-way stop. Due to the COVID-19 pandemic, City Council meetings are being held by Zoom. Please check our website on Friday afternoon, December 11, 2020 for information on how to access this meeting if you have any comments about this proposed ordinance. (www.mtnbrook.org>Government> Agendas & Minutes, scroll down to 12/14/20-Agenda packet)

If you cannot participate in this Zoom City Council meeting on December 14th, but would like to submit comments in advance, please feel free to contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
INSTALL STOP SIGN AND ALL WAY PLACARD.

INSTALL 2' WHITE STOP LINE

INSTALL ALL WAY PLACARD.

INSTALL ALL WAY PLACARD.
ORDINANCE NO 2095

AMENDING SEC. 14-1 OF THE CITY CODE REGARDING VETERINARIAN FEES FOR SERVICES AT CITY POUND AND SECTIONS 6-110(a) & (b) REGARDING ANIMAL CONTROL OPERATIONS

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

Section 1. Amendments. The following three (3) amendments to the City Code that pertain to animal control operations are hereby adopted:

(i) Section 14-1 Animals:

<table>
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<tr>
<th>6-110(a)</th>
<th>Boarding fee after impoundment, per night (one night minimum)</th>
<th>$21.00 - $24.00 for dogs/other animals depending on size &amp; $20.00 for cats</th>
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<tbody>
<tr>
<td>Rabies vaccination:</td>
<td>For dogs &amp; other unclaimed animals</td>
<td>$20.40</td>
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<tr>
<td>For cats</td>
<td>$39.72</td>
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</tr>
<tr>
<td>Bordetella (kennel cough) vaccination fee</td>
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<td>Distemper vaccination:</td>
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<tr>
<td>For cats</td>
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<tr>
<td>Euthanasia &amp; Disposal Fees per unclaimed tame &amp; wild animal</td>
<td>$67.53 (euthanasia) plus $4.53 (disposal)</td>
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</tr>
<tr>
<td>Neuter &amp; Spay for feral cats</td>
<td>$44.31 (neuter) or $80.65 (spay)</td>
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(ii) The following provision is added at the end of Section 6-110(a):

"Poundmaster may charge owners or other persons authorized to reclaim animals from the City Pound for its services at the corresponding levels for them set forth in Chapter 14."

(iii) Section 6-110(b) is relaced in its entirety by the following provision:

"(b) Disposal of tame dogs or cats after ten working days; notice; redemption from impoundment. The poundmaster shall keep any unclaimed but tame dog, puppy or cat in the city pound for a minimum of ten working days, and if that creature is not reclaimed or redeemed within such time, the poundmaster shall destroy it in a merciful manner and dispose of it as provided in this article (or in the poundmaster’s discretion, furnish the dog or cat to proper authorities or hospitals for clinical or experimental use); provided that the poundmaster shall not destroy, sell or dispose of any such tame dog or cat until the following described notice has been posted and more than ten days have elapsed following that posting. The dog warden shall be responsible for posting a notice on the city’s internet web site that the tame dog, puppy or cat in question is subject to destruction or disposal not less than ten working days after the date of the posting and providing the 2095"
poundmaster a copy of that notice. The notice shall include the date of posting, a photograph and the estimated age, color, sex, weight and breed (if known) of the subject dog or cat, and if known to the dog warden or poundmaster, the name and address of its owner. Saturdays, Sundays and legal holidays shall not be counted in computing the ten working day period. The owner may redeem the same dog, puppy, or cat from the city pound at any time within the ten working days period following posting of the notice or prior to the time it is destroyed or disposed of; provided, that if the owner does not reclaim or redeem such dog, puppy or cat within the applicable period, the owner shall forfeit their right of redemption.

Excluding tame dogs, puppies and cats, the poundmaster may destroy and dispose of wild animals (including feral cats) that are impounded at the city pound within forty-eight hours after impoundment.”

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

Section 3. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. Effective Date. This ordinance shall become effective January 1, 2020 and publication as provided by law.

ADOPTED: This 14th day of December, 2020.

__________________________________________
Council President

APPROVED: This 14th day of December, 2020.

__________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify that the above is a true and correct copy of Ordinance 2095 as adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on December 14, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on December 27, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

__________________________________________
City Clerk