

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

**CITY HALL COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

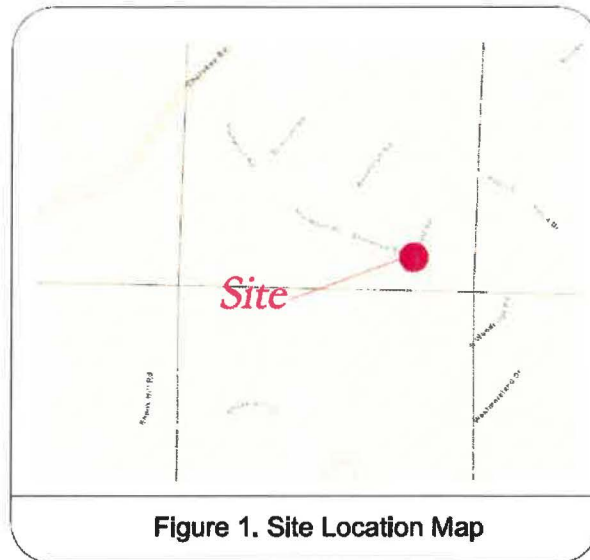
SEPTEMBER 26, 2022, 6:00 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 09262022).

1. Three (3) way stop at Brookwood Road/Sherwood Road-Richard Caudle of Skipper Consultants
2. Library Board appointment-Lindsay Gardner
3. Conditional Use application for office use for homeRN located at 127 Oak Street-Dana Hazen
4. Cahaba Solid Waste Disposal Authority update-Steve Boone
5. Executive Session

Brookwood Road at Sherwood Road
Update 09/20/22

This report documents a study performed to determine if a multi-way stop is warranted at the intersection of Brookwood Road at Sherwood Road in the City of Mountain Brook, Alabama. The location of the intersection is shown in Figure 1.



The City of Mountain Brook operates under the provisions of the FHWA *Manual on Uniform Traffic Control Devices* (2009 Edition) in application of multi-way stops. The relevant section of the MUTCD is reproduced on the following page. As shown below, there are four (4) primary warranting criteria for multi-way stops:

- A Where a traffic signal is warranted but cannot be immediately installed
- B Where there have been five (5) or more crashes in the previous 12 months
- C Where minimum traffic volume thresholds are met for 8 hours in a given day
- D Where 80% of warranting criteria B and C are both met

There are also four conditions which may be considered as part of an engineering study:

- A The need to control left turn conflicts
- B The need to control pedestrian/vehicle conflicts
- C The need to provide control to offset adverse sight lines
- D Controlling two residential collector streets of similar design

The following sections of this report address the warranting criteria and engineering study criteria.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Traffic Signal Warrant Criteria

While no formal traffic signal warrant study has been conducted for the intersection of Brookwood Road at Sherwood Road, it is evident that this intersection would not meet any criteria for warranting a traffic signal.

Crash History Criteria

According to the records of the City of Mountain Brook Police Department, there have been no reported crashes at the intersection of Brookwood Road at Sherwood Road in the previous five (5) years.

Minimum Traffic Volume Threshold Criteria

A video record was made of the intersection of Brookwood Road at Sherwood Road on Thursday, August 18, 2022 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. This video was reviewed to determine traffic counts at the intersection. The hours of 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. were specifically counted since these typically represent the highest hours of traffic flow. The traffic count data is shown in Table 1.

Table 1. Existing Peak Hour Traffic Counts

Time	Sherwood Road			Brookwood Road						Grand Total	Peds	Bicycles
	Eastbound			Northbound			Southbound					
	Left	Right	Total	Left	Through	Total	Through	Right	Total			
7:00-7:15 AM	3	2	5	0	0	0	4	8	12	17	3	0
7:15-7:30 AM	3	1	4	2	1	3	2	10	12	19	4	0
7:30-7:45 AM	6	3	9	5	3	8	2	22	24	41	8	0
7:45-8:00 AM	6	4	10	1	0	1	3	24	27	38	5	0
<i>Hour Total</i>	<i>18</i>	<i>10</i>	<i>28</i>	<i>8</i>	<i>4</i>	<i>12</i>	<i>11</i>	<i>64</i>	<i>75</i>	<i>115</i>	<i>20</i>	<i>0</i>
8:00-8:15 AM	2	3	5	2	2	4	2	13	15	24	8	0
8:15-8:30 AM	3	3	6	2	3	5	2	9	11	22	8	0
8:30-8:45 AM	3	4	7	1	3	4	1	9	10	21	0	0
8:45-9:00 AM	7	0	7	2	2	4	2	7	9	20	8	0
<i>Hour Total</i>	<i>15</i>	<i>10</i>	<i>25</i>	<i>7</i>	<i>10</i>	<i>17</i>	<i>7</i>	<i>38</i>	<i>45</i>	<i>87</i>	<i>24</i>	<i>0</i>
4:00-4:15 PM	10	2	12	1	3	4	1	2	3	19	2	2
4:15-4:30 PM	8	5	13	1	3	4	1	4	5	22	2	0
4:30-4:45 PM	3	2	5	2	0	2	1	3	4	11	2	0
4:45-5:00 PM	10	1	11	1	0	1	0	17	17	29	3	0
<i>Hour Total</i>	<i>31</i>	<i>10</i>	<i>41</i>	<i>5</i>	<i>6</i>	<i>11</i>	<i>3</i>	<i>26</i>	<i>29</i>	<i>81</i>	<i>9</i>	<i>2</i>
5:00-5:15 PM	8	6	14	3	1	4	2	6	8	26	7	0
5:15-5:30 PM	0	2	2	0	4	4	1	8	9	15	5	0
5:30-5:45 PM	5	2	7	2	2	4	1	5	6	17	6	0
5:45-6:00 PM	15	1	16	2	5	7	2	5	7	30	2	0
<i>Hour Total</i>	<i>28</i>	<i>11</i>	<i>39</i>	<i>7</i>	<i>12</i>	<i>19</i>	<i>6</i>	<i>24</i>	<i>30</i>	<i>88</i>	<i>20</i>	<i>0</i>
Grand Total	92	41	133	27	32	59	27	152	179	371	73	2

As shown in Table 1, minimum traffic volume thresholds of 300 vehicles per hour on the main street and 200 vehicles per hour on the side street are not met at the intersection of Brookwood Road at Sherwood Road.

80% Warranting Criteria

Neither the crash history of traffic volume thresholds are met at the 80% warranting criteria level at the intersection of Brookwood Road at Sherwood Road.

Left Turn Conflict Criteria

A video recording of traffic flow at the intersection of Brookwood Road at Sherwood Road was made on Thursday, August 18, 2022 from 5:52 a.m. to 6:22 p.m. This video was reviewed to determine the number of left turn conflicts which occurred during the duration of the video. One conflict was noted, at 3:53 p.m., in which a vehicle turning left from Sherwood Road eastbound failed to yield right-of-way to a vehicle on Brookwood Road northbound.



Due to the minimal number of left turn conflicts noted during the 12-1/2 hour observation period, it is the opinion of the Engineer that a multi-way stop is not needed to control left turn conflicts.

Pedestrian/Vehicle Conflict Criteria

A video recording of traffic flow at the intersection of Brookwood Road at Sherwood Road was made on Thursday, August 18, 2022 from 5:52 a.m. to 6:22 p.m. This video was reviewed to determine the number of pedestrian/vehicle conflicts which occurred during the duration of the video. One conflict was noted, at 7:03 a.m., in which a vehicle turning right from Brookwood Road southbound had to make an abrupt stop for a pedestrian crossing Sherwood Road.



Due to the minimal number of pedestrian/vehicle conflicts noted during the 12-1/2 hour observation period, it is the opinion of the Engineer that a multi-way stop is not needed to control pedestrian/vehicle conflicts.

Sight Distance Criteria

Sight distance measurements were made for Sherwood Road looking left and right at the intersection of Brookwood Road. The following pictures denote the sight distance experienced by the driver and the number of feet of sight distance available.



Looking to the Right – 495'



Looking to the Left – 315'

The available sight distance was compared to minimum required sight distances according to the AASHTO publication *A Policy on Geometric Design of Highways and Streets* (2018 Edition).

In order to determine if adequate sight distance is available, a speed study was performed for free flowing (non-turning) traffic on Brookwood Road from 4:10 to 5:10 p.m. on August 23, 2022. A total of thirty (30) vehicles were sampled using a radar gun. The 85th percentile travel speed of measured vehicles was 33 miles per hour.

The minimum required sight distance to make a left turn from the minor street is 365 feet for a design speed of 33 miles per hour. The minimum required sight distance to make a right turn from the minor street is 315 feet for a design speed of 33 miles per hour.

As shown in the photographs on the previous page, the available sight distance is not adequate for making a left turn from Sherwood Road onto Brookwood Road for a design speed of 33 miles per hour. Therefore, the sight distance criteria for warranting a multi-way stop at the intersection of Brookwood Road at Sherwood Road.

Update 09/20/22 – On Thursday, September 15, 2022, the City of Mountain Brook Public Works Department trimmed bushes and trees and relocated a sign which were blocking the sight line looking to the left for drivers on Sherwood Road. The work performed increased the available sight distance to 500 feet. The improved sight distance results in minimum required sight distances for making both a left and a right turn are now met. The following is a photograph of the improved sight distance.



Update 09/09/20 – Sight Distance Looking to the Left – 500'

Residential Collector Street Criteria

The City of Mountain Brook does not have a roadway classification map. However, based on the characteristics of the roadways, Brookwood Road would probably be classified as a residential collector roadway. However, Sherwood Road would probably be classified as a local unclassified roadway. Therefore, the multi-way stop criteria of two intersecting residential collector streets is not met for the intersection of Brookwood Road at Sherwood Road.

Recommendation

~~Based on the fact that insufficient sight distance exists at the intersection of Brookwood Road at Sherwood Road, it is recommended that the City of Mountain Brook consider installation of a multi-way stop at the intersection and that the City Council take further actions as required to consider this request. The proposed layout of stop signs, all way placards, and striping is shown in Figure 2.~~

Update 09/20/22 – The work performed by the City of Mountain Brook Public Works Department to improve the sight line looking to the left from Sherwood Road at Brookwood Road has alleviated the condition of inadequate sight distance. Therefore, none of the warranting criteria for a multi-way stop are met for the intersection of Brookwood Road at Sherwood Road, and it is recommended that the City take no further action in response to this request.



Heather Richards <richardsh@mtnbrook.org>

Board Member Recommendation for SEPT 26 Council Agenda

Lindsay Gardner <lgardner@oneallibrary.org>

Fri, Sep 9, 2022 at 11:03 AM

To: Heather Richards <richardsh@mtnbrook.org>

Cc: Janet Forbes <forbesj@mtnbrook.org>, Sam Gaston <gastons@mtnbrook.org>

Heather,

Patrick Carlton's term on the O'Neal Library Board expires September 30. Patrick has served two terms for a total of eight years, most of those as treasurer. He will be missed!

The ONL Board advertised the upcoming vacancy on the Library Board in February and March 2022. We received one application. After review and discussion, the ONL Board wholeheartedly recommends consideration of LaVonda Keel for appointment by the City Council.

LaVonda's application is attached. Her past service with the Library and her financial background make her an excellent candidate for the O'Neal Library Board.

Susan Elliott, Board Chair, and I will be at the September 26 Council meeting to answer any questions. LaVonda is out of town that day, but if appointed, I will bring her to a subsequent council meeting to meet the Council.

Lindsay Gardner, Director
O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
205.445.1192
334.216.9464 cell
lgardner@oneallibrary.org

 **Keel Application.pdf**
54K

City of Mountain Brook Public Service Application

Date: September 13, 2022

Name LaVonda B. Keel

Phone Number: (205)516-4720 Email: lavondakeel@gmail.com

Address: 3628 Rockhill Road Mountain Brook Alabama 35223
Street City State Zip Code

How long have you been a resident of Mountain Brook? 27 years

Which Board/Commission/Committee are you applying for? (Check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	<input checked="" type="checkbox"/> O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
n/a	

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Mountain Brook Library Foundation	2013-2021	President, Served on Library Director search committee
Mountain Brook PTO Council	2009	President- incorporated Council, leaving the PTA
Birmingham Area Tennis Association	2012-current	President, former Treasurer and former Program Director

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I am a long time member of the Friends of O'Neal Library, former Treasurer, and will be the Chair of the Book Sale in February 2023. I am a former member and past President of the Mountain Brook Library Foundation. I love the library, and now that I am no longer gainfully employed, I believe that it is time for me to give more of my time and talents to probably my favorite place in Mountain Brook. I have lived in the community for 27 years, married to a Mountain Brook native, have 3 girls that graduated from the system and would be honored to have the opportunity to serve in this capacity.

What specific objectives would you work towards as a member of the selected board?

O'Neal Library is a jewel in the crown of the City of Mountain Brook. What a wonderful and safe place for all members of our community to learn, hangout, read and enjoy the many programs offered by a well-educated and well trained staff. I am very excited about the renovations to be done and am currently participating in selecting the design team for the project. I believe that this project will be the main focus of work for the upcoming years for the board. I have a very good relationship with Lindsay Gardner and hope to help maintain that high quality of the staff and programs that we currently enjoy at the library.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

BS Accounting, University of Alabama 1982
Certified Public Accountant, currently inactive
Ernst & Young public accounting firm, Senior Manager 1982-1990
Carraway Methodist Medical Center, Director of Internal Audit, 1991-1995
Mountain Brook City Schools, PTO Council President 2009
Cherokee Bend Elementary PTO President, MBJH PTO Treasurer , MBHS PTO President

Certification

By initialing here (WBL), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

--

LaVonda Keel Printed Name of Applicant	 Signature	9/14/2022 Date
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Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

LaVonda B. Keel
3628 Rockhill Road
Mountain Brook, Alabama 35223
205-516-4720
lavondakeel@gmail.com

Public Service Application for the City of Mountain Brook, O'Neal Library Board

EXPERIENCE

2011-2022

CHRISTIAN EDUCATION DEPARTMENT, CATHEDRAL CHURCH OF THE ADVENT

Bookkeeper for all divisions of the Department, and various other duties for the Church.

1995-CURRENT

COMMUNITY VOLUNTEER

Mountain Brook Library Foundation- Past President. Friends of O'Neal Library – Book Sale Chairman, Amazon Chairman. Cathedral Church of the Advent- Member of the Vestry, Book store volunteer, Chairman- St. Catherine's Guild. Birmingham Area Tennis Association- President. Jefferson County Alumna Association for University of Alabama- Executive Board. Ladies Interclub Tennis Association- President. USTA – Volunteer of the Year, 2020.

1991-1995

CARRAWAY METHODIST MEDICAL CENTER

Director of Internal Audit

1982-1991

ERNST & YOUNG, PUBLIC ACCOUNTING FIRM

Senior Manager

EDUCATION

MAY 1982

BS ACCOUNTING, UNIVERSITY OF ALABAMA

Cum Laude

PERSONAL INFORMATION

HOMETOWN: BRISTOL, VIRGINIA

SPOUSE: PERRY KEEL, PRESIDENT, FLUID ENGINEERING, INC

CHILDREN: VIRGINIA MAYHEW, KATHLEEN MARTIN, LAURA SISSON

Respondent

< 1

Anonymous

17:25
Time to complete >

1. Application Date *

3/14/2022 

2. First & Last Name *

LaVonda Keel

3. Address *

3628 Rockhill Road Mountain Brook, Alabama 35223

4. Email *

lavondakeel@gmail.com

5. Mobile *

205-516-4720

6. Preferred Method of Communication *

Email

7. Describe your educational background and professional experience. *

BS Accounting , University of Alabama, Class of 1982 Certified Public Accountant (retired)
Senior Manager, Ernst & Young Accounting Firm, Director of Internal Audit, Carraway
Methodist Medical Center Controller, Fluid Engineering, Inc. , Christian Education
Administrative Assistant, Cathedral Church of the Advent

8. Describe any experience working with elected, appointed, or volunteer Boards.
*

I am a long time member of the Friends of O'Neal Library, former Treasurer , and will be the
Chair of the Book Sale in February 2023. I am a former member and Past President of the
Mountain Brook Library Foundation. I am on the Board of Learning Excellence Through
Tennis, a non-profit that provides tennis lessons to the underserved communities in
Birmingham, I currently serve on the Vestry of The Cathedral Church of the Advent. Have
been President of the Mountain Brook PTO Council, and former President of Cherokee Bend
Elementary and Mountain Brook High School PTOs. Sustaining member of the Junior League
of Birmingham.

9. What do you see as the O'Neal Library's role in the community? *

O'Neal Library is a jewel in the crown of the City of Mountain Brook. What a wonderful and
safe place for all members of our community to learn, hangout, read and enjoy the many
programs offered by a well educated and well trained staff. Everyone has heard of our
fabulous school system, and everyone should also know about the Library. O'Neal should
continue to be one of the favorite hubs of our Community.

10. Why do you want to be a Trustee for the O'Neal Library? *

I love the library, and now that I am no longer gainfully employed, I believe that it is time for
me to give more of my time and talents to probably my favorite place in Mountain Brook. I
have an accounting background, have been in Mountain Brook for over 25 years, married to
a Mountain Brook native and would be honored to have the opportunity to serve in this
capacity. I enjoy a personal relationship with many of the staff of the library and look
forward to extending my relationships to the other members of the Board of Trustees.



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: September 26, 2022

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: homeRN – 127 Oak Street (previous A Social Affair)

Davis Maxwell is seeking approval of a business office for a concierge home-care business in Crestline Village. The proposed use provides in-home care, with four employees on-site during a peak hour. Peak hours are Monday and Thursday mornings between 8:30-10:30am. There are 4 on-site parking spaces to be designated for the proposed use. It is not anticipated that this use would be detrimental to street parking in the vicinity, especially given that peak hours are in the morning hours.

Vicinity Map



The zoning ordinance requires council approval of office uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.



RN

Concierge Caregivers Service

September 15, 2022

To: Mountain Brook City Council

Re: Conditional Use Approval

Dear Mountain Brook City Council,

I am seeking a conditional use approval for a business office space to be located at 127 Oak Street, Birmingham, AL 35213. The reason for this request is so I can relocate my business office from 4326 Kennesaw Drive, Birmingham, AL 35213 to 127 Oak Street, Birmingham, AL 35213.

The name of my business is homeRN and we are a concierge caregiving service providing reliable in home care to clients and their families in the comfort of their own homes. homeRN is currently serving clients in Mountain Brook and the surrounding Birmingham area as well as in Tuscaloosa.

homeRN was launched in January 2021. Since then, we have greatly expanded our services and community outreach. Our administrative staff consist of four full time employees. Our office hours will be Monday through Friday from 8am to 5pm and serve as a business office for our administrative team. All caregiving services are held in the comfort of our client's homes. Our peak office hours will be Monday mornings and Thursday mornings from 8:30am to 10:30am. This is when we hold our in person team meetings. For parking, our landlord, Wayne Scotch has agreed to dedicate our team four reserved parking spots in the alley behind the building.

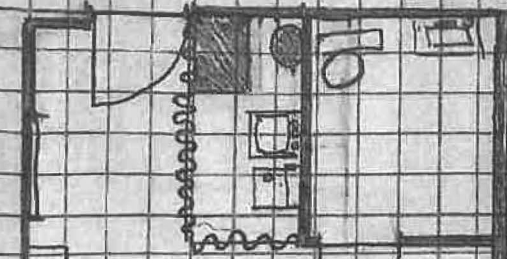
We believe the location at 127 Oak Street will attract walk in traffic from customers of Oak Street Hair Shop, Dyrons, and Oak Street Garden Shop just around the corner. As a resident of Mountain Brook, homeRN is an asset to the community and the location of this new space will be well positioned for a business office to help continue serve the community.

To learn more about homeRN, please visit our website www.homeRNcare.com.

Thank You,

Eliza Maxwell

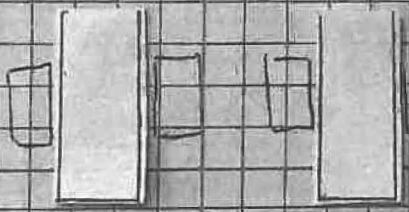
BUILT-IN
FOR
PRINTING
+
COFFEE
STATION



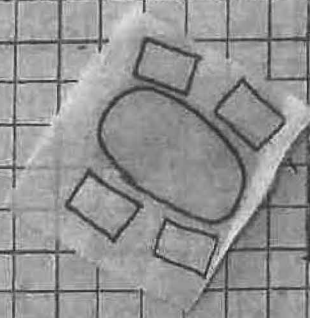
SHELVING @
24" x 48"

BOOKCASE

BOOKCASE



BUILT
IN
MIRROR



NET
K.B.

AN OFFICE for HOME RN
SCALE: 1/8" = 1'-0"

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional office use application submitted by Davis Maxwell (homeRN) for property at 127 Oak Street.

ADOPTED: This 26th day of September, 2022.

Virginia C. Smith, Council President

APPROVED: This 26th day of September, 2022.

Stewart Welch III, Mayor

CERTIFICATION

I, Heather Richards, 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 September 26, 2022, as same appears in the minutes of record of said meeting.

Heather Richards, City Clerk

The following is the proposed terms and conditions for services and contemplates

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

The **CITY OF MOUNTAIN BROOK, ALABAMA**, (hereinafter referred to as "City"), a municipal corporation, does hereby enter into a solid waste collection and disposal contract by, between and with the **CAHABA SOLID WASTE DISPOSAL AUTHORITY** (hereinafter referred to as the "Authority" or "CSWDA") a public corporation under and pursuant to the provisions of Chapter 89A of Title 11 of the Code of Alabama (1975) (hereinafter referred to as the "Enabling Act"). The Parties agree as follows:

1. Scope and Authorization. The City hereby designates and authorizes the Authority to administer and/or perform the collection and treatment (disposal) of its solid waste and refuse (including single-family residential garbage, infectious waste, trash, hazardous waste, recyclables, leaves, and storm debris) for the residents of the City and certain municipal-owned buildings and parks within the corporate limits of the City. The pricing and service level as discussed herein outlines the current offering of the Authority through its preferred provider who has committed to provide the tiered pricing and service levels to the Authority for a period of ten (10) years. The Authority extends this offering of services to the City, and the City authorizes the Authority to administer ~~at its sole discretion~~ the collection and treatment of all solid waste within its corporate city limits.

2. Term. This authorization shall be for a period of ~~ten (10)~~ **nine (9)** years, beginning October 1, ~~2021~~**2022** and ending on September 30, ~~2021-2031~~ and shall run concurrently with the contract of any service provider contracted by the Authority to perform solid waste collection and disposal services as described herein.

3. Tiered Pricing. The pricing for services is tiered and based upon the number of units serviced within the City and within the Authority's jurisdiction. The residential garbage and recycling pricing is ~~be~~ based on twice weekly ~~commingled~~ collection at a base cost and multiplied by the total number of residential units within the City ~~and shall be that is~~ subject to annual increases ~~based on in accordance with~~ the utility CPI-U index or ~~an increase of~~ 5% per annum, whichever is less. Base monthly pricing for garbage and recycling shall be a combined cost of \$22.27 per residential unit **(indexed for inflation effective October 1, 2022 as provided in the master agreement)**, where the first weekly pickup is taken to an Alabama Department of Environmental Management (ADEM) approved landfill facility and the second weekly pickup includes both garbage and recycling commingled together that is delivered to a facility capable of removing and separating out recyclables from garbage. All services are further described in paragraphs 4 and 5. ~~If new~~**New carts are required to be purchased f**or administration of service by the Authority, the City shall be required to obtain from the Authority one new cart per (limited to one cart per curbside and commercial customer) at a cost of \$1 per month for each such curbside and commercial customer, to the City agrees to pay for such carts "at cost" or as otherwise negotiated by the Authority (not to exceed industry average) in a lump sum or by rate adjustment will be billed to the City, in the amount of \$1 month for curbside and commercial customers. If the base monthly pricing for garbage and recycling is reduced by the Authority's provider as a result of an increase in the number of units serviced by the Authority or other factor, the base monthly pricing provided for herein shall be reduced by the same percentage of reduction as that realized by the Authority.

4. CPI-U INDEX FOR ANNUAL RATE ADJUSTMENT explained. The unit price for residential collection as provided herein may be increased annually beginning the 2nd year of this Agreement, whereby the "Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics for June ~~2021~~**2022**: U.S. city average, Water and sewer and trash collection services, garbage and trash collection" reflecting the index for the month of June ~~2021-2022~~ shall constitute a base Consumer Price Index. If, as of June ~~2021~~**2022**, or any subsequent June during the

term of this Contract, this price index shows an increase, the Contractor may request an equitable adjustment in the Contract prices based upon the CPI-U in an amount not to exceed five (5%) percent per annum or as otherwise mutually agreed. If the Authority grants the requested annual adjustment in the Contract price, the City's unit price for residential collection shall be likewise adjusted to reflect the same percentage amount requested and granted to Contractor by the Authority.

5. Service Level. a. *Garbage:* Twice weekly curbside (and where applicable backdoor) ~~commingled~~ garbage collection shall occur Monday through Saturday, between hours of 7:00 a.m. and 7:00 p.m., using up to ~~three~~ ~~95~~ ~~gallon~~ receptacles meeting the specifications set forth in Appendix A, as provided in paragraph 3 as obtained by the City pursuant to paragraph 3, above (first receptacle only) or by owner or occupant of the residential or commercial unit (receptacles exceeding the one receptacle provided by City). b. *Recycling:* ~~50%~~ ~~the second collection of each week shall be a of the total~~ ~~commingled collection,~~ consisting of both waste and recycling in the same container(s) and -will be sent to a facility capable of sorting and removing recyclables and reducing placement into the landfill. The first weekly pickup shall be of waste only and no recycling shall be sorted out of such pickup. Accordingly, Residents who wish to have 100% of their material recycled must shall place their recycling within their second weekly pick-up. c. *Trash (including limbs, brush, bulky items:* included in base monthly fee, operating 5-6 days a week with guaranteed service every ten (10) days per unit. d. *Leaf collection:* (i) Bagged leaf collection is included in base monthly fee for all units beginning November 1st through February 28th or upon such other schedule as mutually agreed, (ii) Loose leave collection may be offered by a City at their sole cost, provided placement of those loose leaves shall not interfere with services by the Authority (effective with the 2022-2023 leaf collection season, City shall provide loose leaf pickup for residents that place loose leaves at the curb). e. *Backdoor services:* twice (2) weekly backdoor service based on documented need shall be available for up to 5% of total residential units of the City (approximately ~~1,325,375~~ as based on ~~26,5007,551~~ units). A separate schedule and/or route for backdoor pickup may be set by the Authority through its preferred provider upon approval of City. ~~For~~ Residents who are physically able can to place garbage at the curb but desire to receive ~~such rear door~~ backdoor collection services may contract directly with the Authority's preferred provider to obtain such service. This elective backdoor service shall be available at the sole discretion of the Authority's preferred provider and will be billed directly to residents ~~by from~~ the Authority's preferred provider at rates established and authorized by the Authority and agreed to by the City. f. *Hazardous waste:* a hazardous waste collection day shall be priced at \$10,000.00 per event, up to two events per annum. g. *Infectious waste:* as designated by the City, the Authority through its preferred provider shall provide custom pickup at \$85.00 per pickup of up to three (3) – 28 gallon provided containers, each additional pick-up/per container is \$35.00. h. *Disaster and Debris Removal:* shall be at City selected locations at the rate per knuckle boom truck under subsection c. i. *Municipal buildings:* Cart services for the pickup of garbage at all municipal buildings, fire stations and other city facilities, excluding schools, shall be provided two (2) times per week at no additional cost. j. *Parks:* two cart pickups ~~is~~ available twice weekly at \$19.93 per park or once weekly at \$18.90 per park. k. Dumpsters shall be provided by the Authority as needed. Compactor service shall also be provided at City facilities as needed, up to five (5) times per week, varying as follows:

(i.) Commercial Front Load Collection by Size and Frequency

	1X	2X	3X	4X	5X
2yd	49.80	99.59	149.39	199.18	248.98
4yd	73.61	147.22	220.83	294.44	368.05
6yd	103.92	207.84	311.76	415.68	519.60
8yd	128.17	256.34	384.50	512.67	640.84

- (ii.) Roll-off Collection and Disposal: \$317.00 per collection plus \$37.50 per ton.
- (iii.) Compactor and Container rental: ranges from \$450 to \$750 per unit depending on size, installation cost for time and materials, and open tops (any size) at \$5.00 per day or \$120.00 per month.

All other additional or desired services as quoted to the Authority by any of its selected providers shall be made available to City, upon request.

6. Billing and Payment: A detailed billing shall be provided to City within ten (10) days following the end of each month for services rendered hereunder. The billing shall provide a quantity and rate for each type of service provided. The Authority or its preferred provider shall be paid on or before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate and number of units serviced.

7. Service Days. The Authority or its preferred provider shall provide collection based on a six (6) day/week service schedule (fifty-two weeks per annum) through three routes (Mon-Thu, Tue-Fri, Wed-Sat). No collection shall occur on the seven (7) following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the following workday.

8. Quality of Service. The Authority and City agree that the Authority through its preferred provider will provide exceptional service, including but not limited to: a. *Customer Service:* The Authority or its preferred provider shall maintain a toll free telephone number to be operational, Monday through Friday 8:00 A.M. to 5:00 P.M. local time, except for holidays. The preferred provider shall maintain, at its cost, a telephone line listed in the name in which it does business. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded) customer service agent employed by the Authority or its preferred provider. b. *Automated System Monitoring.* The Authority or its preferred provider shall monitor any reporting process or software used by the City to provide timely and quality service through the requests from residents and City staff. The City will provide guidance to the Authority or its preferred provider, but the Authority or its preferred provider shall be responsible to respond and close out requests in a timely and professional manner. Requests shall only be closed out after the matter has been satisfactorily addressed and shall also be closed in a timely manner once the matter has been satisfactorily addressed. c. *Equipment Availability:* The Authority shall ensure adequate well-maintained equipment is available to maintain timely service levels.

9. Penalties. The Authority or its preferred provider shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred in administering and responding to unresolved complaints and unfulfilled requests by City, the Authority shall require the sum of Two Hundred Fifty Dollars (\$250.00) for each complaint or request not satisfied by its preferred provider within twenty-four (24) hours after receipt of notification thereof by the City, be paid to the Authority. If there are more than two (2) complaints at the same residence within the same month, the Authority may double the penalty to Five Hundred Dollars (\$500.00) at the Authority's discretion, notwithstanding the 24-hour time period. When applicable, the Authority's preferred provider will be notified of the imposition of such penalties by the CSWDA or City. Penalties shall apply to garbage, trash, recycling and cart delivery. Any penalties imposed may be deducted from any payment(s) due to the Contractor by the CSWDA or City. Failure to provide adequate equipment, as specified, will allow the CSWDA to assess a \$500 (five hundred dollar) per day per truck penalty to be imposed until

that Contractor can provide evidence that all required equipment is active and functioning properly within the jurisdiction of the City.

10. Default. The Authority completed a request for proposal process to select a preferred provider or Contractor to assist with its administration of solid waste collection and disposal within its jurisdiction and required the following provisions for the selected provider: (i) Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the CSWDA or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the CSWDA may give notice to the Contractor at its local office address, and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein. Furthermore:

- a. In the event of the termination of this contract or in the event the CSWDA is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the CSWDA prevails it will reimburse the CSWDA for all costs, fees and expenses including reasonable attorney's fees incurred by the CSWDA in any such undertaking.
- b. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the CSWDA may incur by reason of such default.
- c. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.
- d. Additionally, the Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the CSWDA member(s), all trucks, machinery and equipment utilized by the Contractor in the performance of this contract shall thereupon be delivered to the CSWDA member(s) and may be used by the CSWDA member(s) for a period of one hundred eighty (180) days without cost or charge from the date of such termination, interruption or delayed service.

Should the Contractor be in default with the Authority and degradation of service with City occurs to the extent the Authority determines termination of services are necessary, this shall also constitute a default of this Agreement and the City may terminate this agreement.

11. Termination. Should the Authority be dissolved pursuant to its Enabling Act, this Contract shall be terminated without further action. Should the Authority or its preferred provider have a degradation of service that is not repairable to an acceptable level after evidence of these default provisions referenced herein, the City may terminate this contract with the Authority with a seven (7) days' notice.

12. Warranties. The Authority agrees that any warranties for carts or equipment made available to the Authority from its preferred provider or a manufacturer will also be provided to City.

13. Change in Units Served, Annexations and New Construction. The City shall provide annually to Authority any change in units serviced. The City and Authority agree that any contiguous areas annexed by City or new construction within the City limits during the term of this Contract shall be included within the service area at the same per unit charge as provided herein.

Fluctuations in the number of units serviced and billed will be adjusted monthly except in an annexation or new construction of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

14. Insurance and Bonding. a. *Insurance.* The Authority or its preferred provider shall maintain at all times five million (\$5,000,000) dollar commercial umbrella insurance coverage per occurrence/aggregate and shall provide workers compensation/employer's liability insurance with a minimum of one million (\$1,000,000) per accident. The Authority or its preferred provider shall name the City as an additional insured. b. *Bonding.* The Authority or its preferred provider shall maintain a performance bond equal to 100% of the contract price for residential units served.

15. Anti-discrimination and immigration law compliance. The Authority and/or its preferred provider shall ensure that in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin. The Authority shall require any preferred provider affirm that for the duration this Contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an authorized alien within the State of Alabama. Furthermore, if that provider is found to be in violation of this provision, that provider shall be deemed in breach of this Contract and shall be responsible for all damages resulting therefrom. During the term of this Contract, the Authority's preferred provider shall participate in the U.S. Department of Homeland Security's E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. The Authority agrees to provide sufficient documentation to the City to establish that its preferred provider is enrolled in the E-Verify Program and require its preferred provider to create and operate a system for assuring immigration law compliance by subcontractors by obtaining, prior to their performing any work related to this Contract.

16. Independent Contractor. It is expressly agreed and understood that the Authority and/or its preferred provider is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.

17. Assignment or Transfer Permitted. The Authority is authorized to administer solid waste collection and disposal at its discretion, subject to the provisions contained herein and the laws of the State of Alabama.

18. Amendment. This Agreement may be amended by mutual consent of both parties. The Authority may from time to time engage additional providers to allow for more efficient service, resulting in cost savings to the City, and no amendment to this agreement shall be necessary for a rate reduction. The Authority shall provide any such reduction in writing.

19. Severability. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents, pursuant to the laws of the State of Alabama. Any dispute as to the validity of this agreement or its provisions herein shall be heard in the Circuit Court of Shelby County, Alabama, prevailing party to bear costs.

20. Entire Contract. This Agreement constitutes the complete terms between the parties. The entire response to the Authority's July 21, 2021 request for proposals to service its jurisdiction by its selected and preferred provider is incorporated hereto as if stated fully herein and provides the minimum

and maximum parameters of service the Authority is currently offering. Should the Authority realize cost savings by adding additional providers to service City, those offerings shall be subject to any limitations provided herein.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement with the Cahaba Solid Waste Disposal Authority to administer solid waste disposal and collection on behalf of the City of MOUNTAIN BROOK as provided herein, cause to be executed by their duly authorized officers on the day and year written above, as follows:

CITY OF MOUNTAIN BROOK, ALABAMA,
a Municipal Corporation

Stewart Welch III, Mayor

Attest:

Heather Richards, City Clerk

CAHABA SOLID WASTE DISPOSAL AUTHORITY,
a Public Corporation

Alan Rice, its Chairman

Attest:

Elenie Counts, Secretary