

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

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

JANUARY 22, 2024 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 01222024).

1. Agreement with the City of Birmingham for the City of Mountain Brook to participate up to \$50,000 in a drainage project on Montclair Road in conjunction with the planned TAP sidewalk project-Whit Colvin (See attached information. This item may be added to the pre-meeting agenda.)
2. Presentation by Sain Associates on the traffic impact of three (3) planned developments in Mountain Brook Village on Cahaba Road and the Roundabouts project-Jim Meads of Sain Associates (See attached information.)
3. Presentation by Schoel Engineering on the storm water detention impact of three (3) planned developments in Mountain Brook Village-Walter Schoel of Schoel Engineering (See attached information.)
4. Street Paving list for 2024-Ronnie Vaughn (See attached information. This item may be added to the formal agenda.)
5. Request by Craig Ogard for traffic calming methods on Halbrook Lane
6. Board of Landscape Design reappointment-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
7. Executive Session

AGREEMENT FOR COST SHARING

Montclair Road Sidewalk Project

Removed
VI. 3 i + ii

The **CITY OF BIRMINGHAM, ALABAMA** ("Birmingham"), a municipal corporation and the **CITY OF MOUNTAIN BROOK, ALABAMA** ("Mountain Brook"), a municipal corporation, enter into this **AGREEMENT FOR COST SHARING** ("Agreement"). Mountain Brook and Birmingham individually may be referred to as a "Party" and collectively as "Parties."

WHEREAS, Montclair Road traverses through both Birmingham and Mountain Brook, serving as an important connector to points in that area that are regularly accessed by the citizens of both Birmingham and Mountain Brook and the City of Birmingham intends to undertake to repair Montclair Road near Ramsey Park and the associated stormwater infrastructure ("the Project"); and

WHEREAS, Mountain Brook has been awarded a TAP grant to build a sidewalk along Montclair Rd including through the portion of the city limits of Birmingham near Ramsey Park and has received the needed approvals previously from the City of Birmingham and the Birmingham Park and Recreation Board to undertake such improvements in the City limits of Birmingham; and

WHEREAS, building a grant project across jurisdictions and through a park adds significant complications to said grant project and Mountain Brook has offered to add funds to the Project so that Birmingham can construct the portion of sidewalk in the City Limits of Birmingham that otherwise would be included in Mountain Brook's TAP Grant Project; and

WHEREAS, Birmingham will undertake and administer the Project, which will consist of repairs to Montclair Rd Road and associated stormwater infrastructure and the construction of a sidewalk in City of Birmingham Right of Way from County Club Road to the City limits with Mountain Brook; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement

and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, the parties find that it is in the public interest that Birmingham and Mountain Brook enter into a cooperation agreement in accordance with Alabama Code §41-16-50(b) and §11-102-1, *et seq.*, for Cost Sharing in accordance with Alabama Code §11-102-1, *et seq.*, in order to better serve the public.

NOW WHEREFORE

In consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

- I. **PURPOSE/SHARING OF PROJECT COSTS:** The Parties agree to jointly provide for repairs to Montclair Rd Road and associated stormwater infrastructure and the construction of a sidewalk in City of Birmingham Right of Way from County Club Road to the City limits with Mountain Brook. Montclair Road traverses through both Birmingham and Mountain Brook, serving as an important connector to points in that area that are regularly accessed by the citizens of both Birmingham and Mountain

Brook. Mountain Brook will pay \$50,000.00 for adding sidewalk to the Project (the "Mountain Brook Contribution") and Birmingham will contribute the remaining cost of the project which is estimated to be \$250,000.00 (the "Birmingham Contribution"). Birmingham will bid and superintend the Project.

II. **BIDDING:** The Project will be jointly bid by Birmingham and Mountain Brook in accordance with the provisions of §41-16-50(b) and Title 39 of the Code of Alabama. The Parties agree to the following:

- a. Birmingham is designated as the joint bidding agent and will advertise and accept bids for the construction of the Project.
- b. Birmingham will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
- c. Birmingham will invoice Mountain Brook for their respective share of the construction costs.
- d. Mountain Brook's share of expenditures under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
- e. All advertising costs incurred by Birmingham on behalf of the Project shall be included in the total combined cost of the project.
- f. Any permitting costs associated with the project incurred by either the Birmingham or Mountain Brook shall be included in the total combined cost of the project.
- g. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
- h. Should the bid amounts received for the Project exceed the total amounts budgeted by the Birmingham, this Agreement may be terminated by the Birmingham prior to the execution of the construction contract without penalty or further obligation.

III. **TERM.** This Agreement shall commence on its Effective Date and continue in effect for up to three (3) years or until the Project is completed, whichever first occurs.

IV. **IMPLEMENTATION AND ADMINISTRATION OF PROJECT:**

The Parties agree as follows:

- a. **Management of the Project.** Birmingham will assume responsibility for the management of the Project, ensuring that all work performed by the contractor is completed per contract requirements. The Project shall include repairs to Montclair Rd Road and associated stormwater infrastructure and the construction of a sidewalk in City of Birmingham Right of Way from County Club Road to the City

limits with Mountain Brook. Birmingham will provide Construction, Engineering & Inspection during the construction phase of the Project. Upon completion of the Project Birmingham and Mountain Brook shall assume responsibility and liability for the roadways within their respective jurisdictions.

- b. **Cost and Payment.** Birmingham and Mountain Brook will split the total cost of the Project. Mountain Brook will pay \$50,000.00 for adding sidewalk to the Project (the "Mountain Brook Contribution") and Birmingham will contribute the remaining cost of the project which is estimated to be \$250,000.00 (the "Birmingham Contribution"). Birmingham will invoice Mountain Brook for its portion of the cost upon award of the construction contract, with the invoice to be paid within 30 days of receipt. Mountain Brook will not be responsible for providing any additional funding for the construction of this project.
- c. **Future Liability.** Except as otherwise provided herein, the Parties expressly agree that neither the Mountain Brook nor Birmingham assume any risk or future liability, or any future responsibility for any portion of the Project located outside of their municipality.
- d. **Unused Materials.** Upon completion of the Project or termination as provided in this agreement, all unused materials purchased by Birmingham under this agreement shall be retained by Birmingham.
- e. **Incurring Debt.** Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- f. **Relationship of the Parties.** Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- g. **Jurisdictional Authority.** Except as otherwise provided by law and as limited by this agreement between the Parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting Parties to the extent necessary to carry out the purposes of the contract.
- h. **Authorizations.** Each Party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the Parties hereto does represent and warrant that it has taken all necessary action for the approval of this Agreement and the signature of its representative below has been duly authorized and is binding upon such Party. An executed copy of this Agreement shall be filed at the administrative offices of each Party.
- i. **Representatives.** Each Party will designate a senior level representative who will be responsible for administration of its respective organization's responsibilities under this Agreement (the "Contract Administrator").

- V. **EFFECTIVE DATE:** This Agreement will become effective on the date on which the last of all of the following has occurred: (1) Mountain Brook's City Council has approved an ordinance of general and permanent operation, authorizing Mountain Brook to enter into this Agreement; (2) Birmingham's City Council has approved an

ordinance of general and permanent operation, authorizing Birmingham to enter into this Agreement; (3) the respective ordinances have been published as required by law; and (4) the duly authorized representatives of the Parties have executed this Agreement, (the "Effective Date").

VI. MISCELLANEOUS PROVISIONS:

1. **Immigration Act Compliance.** (a) Vendor represents and warrants that 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"). (b) Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Vendor 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. (c) Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Vendor represents and warrants that Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Vendor knows is not in compliance with the Act. (d) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
2. **Counterparts.** This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
3. **Non-Discrimination.** During the performance of this contract the Parties agree as follows:
 - i. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial

~~status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.~~

- ~~ii. In the event of a Parties' noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts with the other Party.~~

4. **Boycotting Activities.** By signing this contract, the Parties represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

5. **Dispute Resolution.** The parties will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this agreement (a "Dispute"). Those efforts will include escalation of the Dispute to the senior manager/official level of each party. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court of competent jurisdiction that is located in Jefferson County, Alabama. The parties waive any right to a trial by jury in any legal action between them that is instituted to resolve a Dispute.

VII. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VIII. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
Randall L. Woodfin, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

 10 January 2024

Assistant City Attorney / Date

CITY OF MOUNTAIN BROOK, ALABAMA

Date

BY: _____
Stewart H. Welch, III, Mayor

ATTEST:

City Clerk

COB Funding Source: G/L No. 046.101-001, DOT046CP Street Resurfacing

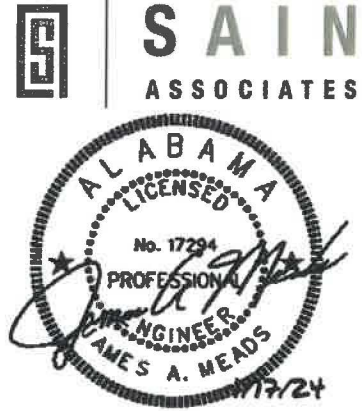
MEMORANDUM

TO: **Sam Gaston**
City of Mountain Brook

FROM: **Jim Meads, P.E.**
Charles Cochran, P.E., PTOE

DATE: **January 17, 2024**

SUBJECT: **Mountain Brook Village Traffic Review**



As requested by the City of Mountain Brook, we have completed our review of three proposed developments near the Mountain Brook Village. The purpose of this review was to compare the trips generated by these three proposed developments to the traffic growth projected in a previous study (dated March 29, 2017 by Sain Associates) and determine the effect on future traffic operations at the intersection of Montevallo Road and Cahaba Road. The proposed developments are summarized in Table 1 and their locations are shown in Figure 1. The traffic impact studies for these developments were completed by Skipper Consulting.

Table 1: Project Descriptions

Site	Report Date	Project Name	Project Description	Proposed Access Location
1	May 2008	Heathermoor Redevelopment	Redevelopment of 16 condominiums	Heathermoor Road at Montain Brook Cir
2	April 2023	Redevelopment of 2305 Montevallo Rd	Former church being redeveloped with 43 residential units	2 driveways on Montevallo Rd and 1 driveway to Chester Rd
3	October 2023	Senior Living Development	Redevelopment of an existing medical office into 165 senior housing units	1 access at Cahaba Rd at Culver Rd and 1 access along South Chester Rd



Figure 1: Studied Site Locations

Trip Generation – The trip generation for each of these sites was examined and is summarized as follows:

- At Site 1, the 16 existing condominiums are just being rebuilt, and thus there should be a negligible impact on the trips coming in and out of the site. The existing driveway configuration will serve the proposed condominiums.
- At Site 2, the new development is expected to add 26 trips in the AM peak hour and 34 trips in the PM peak hour to the surrounding roadway network.
- At Site 3, the new development is expected to generate less trips than the current land use.

Traffic Projection Comparison – In 2017, Sain Associates completed analysis to project traffic volumes at the intersection of Montevallo Road and Cahaba Road. For this effort, counts were collected in 2016 and grown out to Year 2042, year by year, using a 1% straight line growth rate.

Because Site 2 was the only site projected to have positive trip generation, only Site 2 was included in this comparison analysis. The traffic impact study report for Site 2 showed future volumes grown out to Year 2025 with the additional site-generated traffic included. So, the original Sain projections were compared to Skipper's traffic projections for Site 2. That comparison is shown in Table 2.

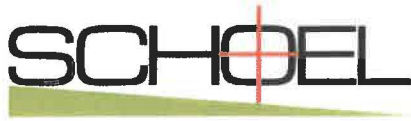
Table 2: Traffic Projection Comparison

Projection	Peak Hour	Cahaba Road						Montevallo Rd						Total
		NB			SB			EB			SWB			
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
2025 Sain Projection (from 2017)	AM	41	244	56	3	342	183	81	170	55	58	412	0	1645
	PM	48	285	149	22	281	182	129	326	57	40	238	2	1759
2025 Skipper Projection (from 2023)	AM	64	170	52	11	243	233	81	184	40	52	301	1	1432
	PM	67	251	119	25	236	235	110	339	46	52	251	1	1732
												AM Peak Hour Difference		+213
												PM Peak Hour Difference		+27

Table 2 shows that the original Sain study showed slightly higher traffic projections than the newer projections provided in the Skipper study for Site 2 (Redevelopment of 2305 Montevallo Road).

Additionally, the traffic impacts along Cahaba Road were considered. Only Site 2 is projected to add vehicular trips to Cahaba Road. South of its intersection with South Chester Road, Cahaba Road is projected to experience seven additional vehicles during the AM peak hour and six additional vehicles during the PM peak hour.

Recommendation – Sain Associates concludes that the trips projected to be generated by the three studied developments plus the more recently collected traffic counts do not exceed the previously-completed projections at the intersection of Montevallo Road and Cahaba Road. These three developments are not expected to have significant impacts at the intersection of Montevallo Road and Cahaba Road, and the operations of the proposed roundabouts north of this intersection are not expected to be affected by the proposed developments. Likewise, the intersections along Cahaba Road south of Montevallo Road are expected to continue to operate with acceptable traffic operations after the proposed developments are constructed.



Preliminary Review of Three Possible or Proposed Developments in the Watkins Brook Drainage Basin

January 17, 2024

Senior Living Development on the old Surgical Dermatology Site

The planned Dominion senior living development is located on a 4.3 acre site on Cahaba Road. The site is in the Watkins Brook drainage area and the local drainage is collected and transported to Watkins Brook via the relief culvert that was installed as a component of the Watkins Brook flood relief project. This area of Watkins Brook is deemed a Critical Basin and the newly adopted drainage requirements for Critical Basins will apply to the site.

In a Critical Basin, both runoff volume control and runoff rate control are required. Runoff volume control for a 1.1 inch rainfall is required. This volume control can be accomplished by infiltrating the runoff from a 1.1 inch rainfall or holding the runoff for 36 to 48 hours with a controlled, slow release. Such an application is called Extended Detention. Infiltration of the runoff from the 1.1-inch rain is the preferred management approach, but infiltration is often difficult or impossible in many soil conditions and site conditions. If it cannot be demonstrated that the soil will infiltrate at an acceptable rate, infiltration as a management approach cannot be employed.

Initial Comments and Recommendations

The proposed development is considerably more dense than the existing conditions on the site. In addition, the average slope of the existing site exceeds 20 percent. The slope exceeding 15% also brings on additional requirements for drainage and erosion control.

Based on the density of the site plan, stormwater management will have to be accomplished via underground detention. Modular systems are available that can provide the required detention storage and also provide the extended detention storage, possibly in the open graded stone that is under and around the modular system. A Stormtech underground detention system has proven to be effective and has been used in numerous instances in the Birmingham area.

The outfall from the detention system and from areas not directed into the system should be connected to the existing underground drainage system that currently serves the site. This system is tied to the Cahaba Road relief culvert that ties to Watkins Brook at the Heathermoor crossing.

Due to the density of the development and the severe slope of the site, extensive erosion control measures must be employed. The site must be permitted by ADEM and it should be noted that Watkins Brook is a Priority Watershed. A priority Watershed requires that a comprehensive erosion/sedimentation control plan be prepared and submitted to ADEM in the permit package.

Established 1888

SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South | Birmingham, AL 35205
P 205-323-6166 | F 205-323-2252 | schoel.com

Redevelopment of Shades Valley Presbyterian Church Site

The planned redevelopment of the Shades Valley Presbyterian Church site involves the redevelopment of the Church site into a residential development and the redevelopment of two residential lots into townhouses. The existing church is highly developed as a church and parking and has an impervious area percentage of around 83%. The planned residential development will be significantly less intense with an impervious percentage of around 60%. Due to this both peak rates of stormwater runoff and runoff volumes will be reduced by the redevelopment.

The two 0.25- acre residential lots will be developed into townhouses which will be more intense than the existing residential development. The lots are located in the Watkins Brook basin which is classified as a Critical Basin and the newly adopted drainage requirements for Critical Basins will apply to the site.

In a Critical Basin, both runoff volume control and runoff rate control are required. Runoff volume control for a 1.1 inch rainfall is required. This volume control can be accomplished by infiltrating the runoff from a 1.1 inch rainfall or holding the runoff for 36 to 48 hours with a controlled, slow release. Such an application is called Extended Detention. Extended Detention and Stormwater Management is provided for the townhouse area by an underground Stormtech stormwater management system which will provide stormwater management consistent with the City of Mountain Brook requirements. Certain drainage from Montevallo Road that currently drains across this area and onto neighboring properties on Chester Road is being collected and routed to the stream in a manner that should improve drainage conditions.

Possible Development of Heathermoor Site (Previously Called the Ansell)

The Ansell was a proposed redevelopment of the residential property located north of Heathermoor Road. This site is located in the Critical Watkins Brook drainage basin and is also partially located in the Flood-Prone area of Watkins Brook.

Based on the new drainage regulations for Critical Basins and also based on the flooding issues in the Watkins/Heathermoor area identified in recent drainage studies, it is required that no adverse impacts to Watkins Brook will be allowed. No loss of Flood Plain storage should be allowed. Any additional impervious area must be mitigated by infiltration or Extended Detention. It is not believed that the Ansell Plan submitted in 2008 would conform to the current requirements. Any plan that is submitted should be required to not reduce flood plain storage, to not negatively impact flood elevations in Watkins Brook, and to manage stormwater according to the requirements for Critical Basins.

Summary and Conclusion

The City of Mountain Brook has asked Schoel to review three proposed or possible projects in the Watkins Brook drainage basin. It should be noted that Schoel is the Civil Engineer for the redevelopment of the Shades Valley Presbyterian Church site. Watkins Brook is deemed a Critical Basin, and the drainage requirements for development in Critical Basins as recently adopted would apply to the three projects.

The Shades Valley Presbyterian Church redevelopment will actually lessen the intensity of development of the site. Underground detention including extended detention is to be provided for the one-half acre of residential property that is to be redeveloped as townhomes. If developed as currently conceived, the project should not adversely impact drainage conditions in Watkins Brook.

The proposed Senior Living Development on the Surgical Dermatology building site is a very intense development on a very steep site. The requirements for Critical Basins as well as the requirements for steep sites will apply. The project has not presently prepared preliminary engineering or a drainage report. Due to this, the scope of my review is limited to stating the requirements of the drainage scheme and outlining the drainage plan in a preliminary manner. If the final design follows the recommendations provided herein and conforms to the City of Mountain Brook drainage Ordinances and requirements, the project should be able to be developed without adversely affecting Watkins Brook. It is assumed that Schoel will review design plans for the project. It is recommended that a kick-off meeting with Schoel and City staff be held before the design becomes advanced.

The site on Heathermoor was planned to be developed in 2008. Schoel was the Engineer for that project. It is not believed that that project is being pursued at this time. The site is largely in the Floodway and Flood Plain of Watkins Brook. While the project proposed to elevate the site improvements such as to not impact the Floodway, it is not certain that the design would meet the absolutely no adverse impacts requirements that would be applied today. This site is very difficult due to its location and topography and any proposed development should be scrutinized with care.

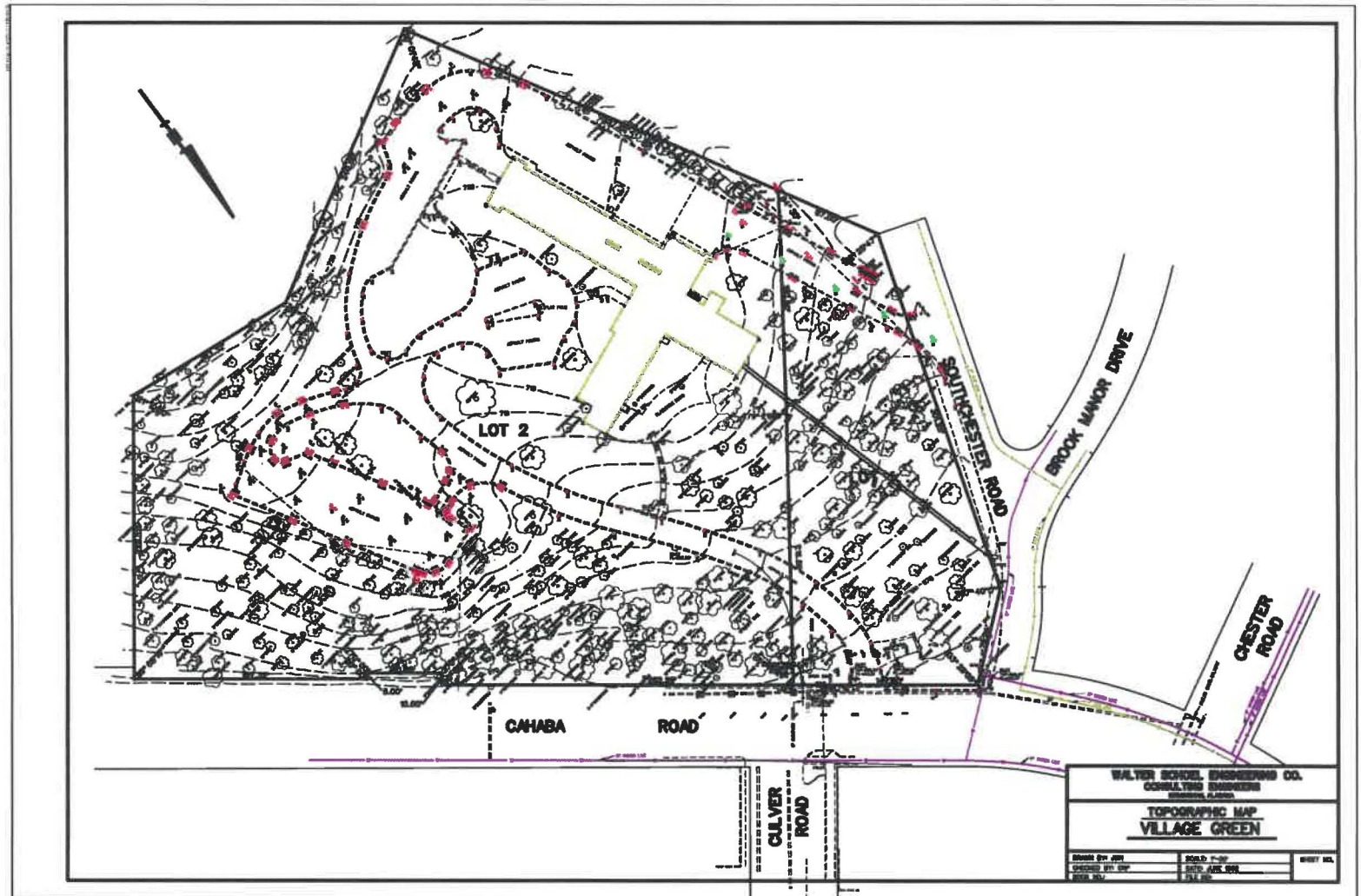
Watkins Brook Drainage Basin

Review of Three Proposed Developments

Senior Site
Aerial



Senior Site Topo



Site Plan

**Planned Unit Development
Mountain Brook Senior Living
2900 Cahaba Road
Mountain Brook, Alabama 35223**

OWNER:
MTB OFFICE PARK LLC
2900 CAHABA ROAD
MOUNTAIN BROOK, AL 35223
ATTN: LADD TUCKER

DEVELOPER:
DOMINION SENIOR LIVING OF BIRMINGHAM, LLC
1200 CORPORATE DRIVE
SUITE 225
BIRMINGHAM, AL 35242
PHONE: (205) 776-6086
ATTN: R. WITHERS POELLNITZ

SEE EXAMINATION NOTES:

1. **RESEARCH AND DEVELOPMENT:** THE FIRST STEP FOR INNOVATION/INVENTION IS TO IDENTIFY A PROBLEM AND THEN CONSIDER POSSIBLE SOLUTIONS.
2. **RESEARCH AND DEVELOPMENT:** THE FIRST STEP FOR INNOVATION/INVENTION IS TO IDENTIFY A PROBLEM AND THEN CONSIDER POSSIBLE SOLUTIONS.
3. **RESEARCH AND DEVELOPMENT:** THE FIRST STEP FOR INNOVATION/INVENTION IS TO IDENTIFY A PROBLEM AND THEN CONSIDER POSSIBLE SOLUTIONS.

SIDEWALK AND WHEELCHAIR RAMP GENERAL NOTES

[illegible]

15th/16th FLEET/NAUTICAL DEVELOPMENT DISTRICT
PC-VIS-2000

DOMINION
PARTNERS



LIVE OAK
ENGINEERING

2509 7th AVENUE SOUTH
BIRMINGHAM, AL 35233
LIVEOAKENGINEERING.CO
PHONE: (205) 837-3115
CIVIL JOB: #240-1

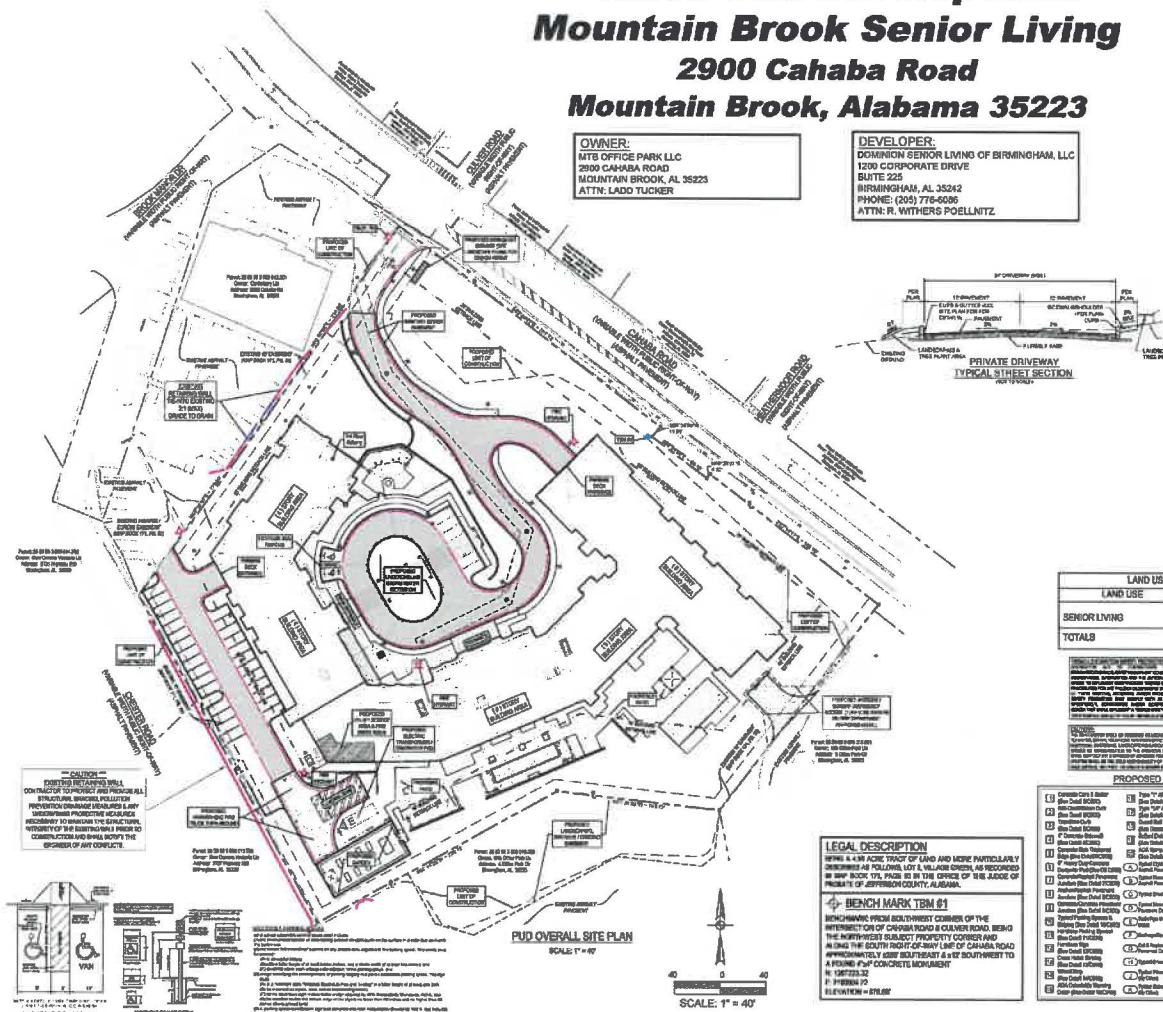
PRELIMINARY
NOT FOR
CONSTRUCTION

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT

2900 CAHABA RD
MOUNTAIN BROOK, AL 35228

PUG OVERALL SITE PLAN

C100



LEGAL DESCRIPTION
HWM 6 + 3/4 ACRE TRACT OF LAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, LOT 5, VILLAGE GREEN, AS RECORDED IN MAP BOOK 174, PAGE 82 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

BENCH MARK TBM #1
BENCHMARK FROM SOUTHWEST CORNER OF THE INTERSECTION OF CHESAPEAKE ROAD AND CULVER ROAD, BEING THE NORTHWEST SUBJECT PROPERTY CORNER AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CHESAPEAKE ROAD APPROXIMATELY 600 FEET SOUTHWEST & 6 INCH SOUTHWEST TO A FOUND 4"X6" CONCRETE MONUMENT

1: 1367223.32
2: 1909004.72
ELEVATION = 870.08

LAND USE TABLE	
LAND USE	
SENIOR LIVING	
TOTALS	

STUDY ABSTRACT **OBJECTIVE:** To determine the prevalence of self-reported alcohol consumption in the general population of the United States. **DESIGN:** Cross-sectional survey. **SETTING:** National Health and Medical Examination Survey, 1991-1994. **PARTICIPANTS:** A nationally representative sample of 14,720 adults aged 18 years and older. **MEASUREMENTS AND MAIN RESULTS:** The prevalence of self-reported alcohol consumption was 10.1% (95% confidence interval [CI], 9.4% to 10.8%). The prevalence of self-reported alcohol consumption was higher among men than women (11.1% vs. 9.1%, $P < .001$). The prevalence of self-reported alcohol consumption was higher among whites than nonwhites (11.1% vs. 9.1%, $P < .001$). The prevalence of self-reported alcohol consumption was higher among those with a high school diploma or less than those with a college degree (11.1% vs. 9.1%, $P < .001$). The prevalence of self-reported alcohol consumption was higher among those with a household income of less than \$10,000 per year than those with a household income of \$10,000 or more per year (11.1% vs. 9.1%, $P < .001$). **CONCLUSIONS:** The prevalence of self-reported alcohol consumption in the general population of the United States is 10.1%. The prevalence of self-reported alcohol consumption is higher among men, whites, those with a high school diploma or less, and those with a household income of less than \$10,000 per year.

PROPOSED KEY NOTE

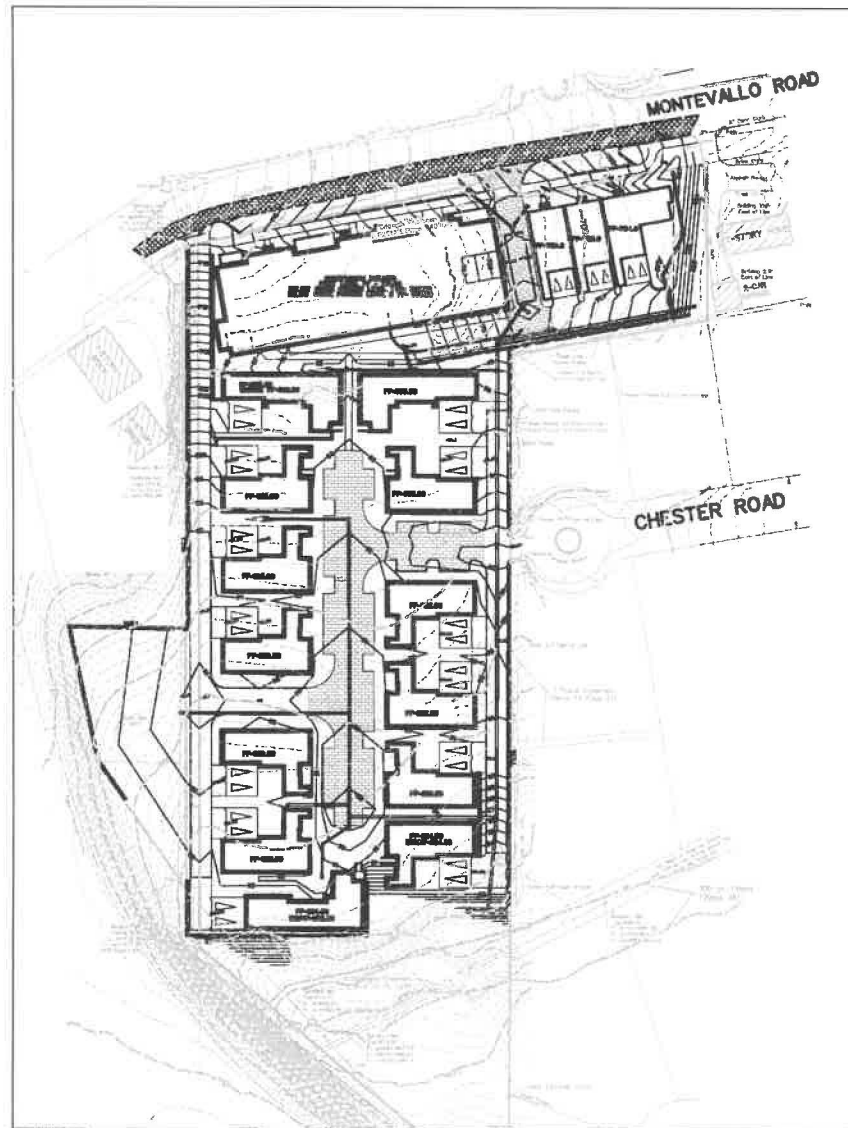
LEGEND

[illegible]

Church site Topo and Image



Church Site Layout and Grading



Heathermoor site topo and Image



LEGISLATIVE BREAKFAST

January 26, 2024

Agenda

1. Hollywood Blvd pedestrian bridge over Hwy 280
2. Pine Ridge Road sidewalk project and ALDOT
3. Accessible/Inclusive Playground funds
4. School Choice Bill
5. Alabama exempt wage legislation and scheduled 06/30/2024 expiration

2024 Paving List

Montrose Road (Montevallo Rd. to Beechwood Rd.)

Beechwood Road

Park Brook Road

Overbrook Road (Montevallo Rd to Cherokee Rd.)

Forest Run Lane

Camellia Lane

Montclair Road (Country Club Road to Memory Lane)

Morningside Drive (City Limits to Montclair Rd)

Pumphouse Road (280 Bridge to City Limits)

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6913
slatent@mtnbrook.org
www.mtnbrook.org

DATE: January 22, 2043

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Mary Evelyn McKee's BLD term has expired; Ms. McKee has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that she renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.