

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

**PRE-COUNCIL ROOM (A-106) CITY HALL
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

OCTOBER 13, 2014 – 6:00 P.M.

1. November 3, 2014 Organizational Meeting of new City Council (what time?) and committee and liaison appointments. (See attached information.)
2. Proposed traffic study on South Brookwood Road regarding Brookwood Forest Elementary School – Richard Caudle of Skipper Consultants. (See attached information. This item could be added to the formal agenda.)
3. Proposed change orders for Cahaba River Park project – Nimrod Long of Nimrod Long & Associates. (See attached information. This item could be added to the formal agenda.)
4. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.
5. Executive Session.

**MOUNTAIN BROOK CITY COUNCIL
ORGANIZATIONAL MEETING AGENDA**

**TEMPORARY CITY HALL
3928 MONTCLAIR ROAD, SUITE 230
MOUNTAIN BROOK, AL 35213**

NOVEMBER 5, 2012, 8:00 A.M.

1. Introduction: City Manager to introduce Pete Johnson, municipal judge, who will administer the oaths of office.
2. Inauguration of the three elected members of the City Council.
3. Election of the City Council President (Virginia C. Smith).
4. Election of the City Council President Pro Tempore (Jesse S. Vogtle, Jr.)
5. Adoption of the rules of order and procedure.
6. Consideration: Ordinance appointing the City Manager (Sam S. Gaston).
7. Consideration: Ordinance appointing the City Clerk (Steven Boone).
8. Consideration: Ordinance appointing the City Treasurer (William F. "Billy" Angel).
9. Consideration: Ordinance appointing the Assistant City Treasurer (John H. "Jack" Martin).
10. Consideration: Resolution appointing the City Attorney(s) (Bishop, Colvin, Johnson & Kent and Starnes, Davis & Florie, LLP).
11. Inauguration of the City Manager, City Clerk, City Treasurer, and Assistant City Treasurer.
12. Consideration: Motion appointing Council representatives to the:

Planning Commission (voting member)	-	Jack D. Carl
Board of Zoning Adjustment (liaison)	-	Amy G. Carter
Parks and Recreation Board (liaison)	-	Virginia C. Smith
Emmet O'Neal Library Board (liaison)	-	Jesse S. Vogtle, Jr.
Board of Education (liaison)	-	William S. Pritchard, III
Finance Committee (voting member)	-	Jesse S. Vogtle, Jr.
Villages Design Review Committee (liaison)-		Virginia C. Smith
Editorial Board	-	Amy G. Carter and Virginia C. Smith
Tree Commission (liaison)	-	Virginia C. Smith
Chamber of Commerce (liaison)	-	Amy G. Carter
Parking Committee	-	Jack D. Carl and Amy G. Carter
Municipal judges	-	Mayor Oden
Public safety departments	-	Mayor Oden
Anti-Drug Coalition (voting member)	-	William S. Pritchard, III
13. Consideration: Motion appointing the Mayor and City Council as the Board of Commissioners of the Mountain Brook Emergency Communication District and nomination of the Chairman of the Emergency Communication District Board.
14. Announcement: The next regular meeting of the City Council is Monday, November 12, 2012, at 7 p.m.
15. Other business.
16. Adjourn.

PROBLEMS:

- South Brookwood Road from the direction of Brookwood Road is blocked daily from approximately 2:40-3:10, making it impassible for through traffic. The left-turn lane is too short to accommodate all the waiting cars.
- From the direction of Brookwood Road before reaching the school, through traffic attempts to cross the double yellow line and pass on the left, risking head-on collisions and putting themselves, children and other drivers at risk. (No Passing Zone with Limited Sight Distance)
- Through traffic also attempts to pass on the right, risking striking walking children
- From the direction of Overton Road, cars are also passing (although sight distance is much better), and drivers often pass through the stop sign in their hurry to get around the stopped traffic.

PRIOR ATTEMPTS TO RESOLVE THE PROBLEMS:

1. Carpool Procedures Redesign

Result: Parents are still blocking the road.

Problem with this approach: There's just not enough space on-property to accommodate all of the cars. Additionally, when we are frantically rushing children into cars in an effort to move the line more quickly, we increase the risk of accidents.

2. Police Intervention

Blinking signs were placed, but instructed parents not to block the road, rather than clarifying the area as a No Passing Zone. Parents were threatened with tickets. Uncertain if any drivers passing on the left were ticketed.

Result: Parents are still blocking the road, cars are still passing on the left, and the hazardous situation still exists, posing a continued danger to anyone on this section of South Brookwood Road during carpool hours. Parents are afraid to request police assistance again for fear of being ticketed while trying to pick up their children from school.

Problem with this approach: If parents are not allowed to queue up for the left-turn lane as they would on any other road anywhere but are forced to keep moving, more traffic will be driven through up to 3 intersections where children are crossing on foot: across South Brookwood from the school, at Brookwood Trace, and at South Brookwood and Overton, thereby increasing the risk to the walkers.

3. Public Shaming of Reckless Drivers on Social Media

Result: A lot of uproar, with no discernible reduction in the incidence of offenders.

Problem with this approach: Its only benefit is catharsis. Drivers who break the law and don't get tickets don't change their behaviors. Eventually, the shock value wears off and people become apathetic.

4. Homemade Traffic Delay Signs at the Top of South Brookwood

Result: Unclear.

Problem with this approach: Some drivers who passed on the left stated they did not see the signs. They are not very visible, and have no flashing lights or "official appearance" to draw attention.

5. Volunteer Parent Traffic Control

Result: Visible presence seemed to discourage through traffic from attempting to pass.

Problem with this approach: Lack of parent volunteers and potential danger to inexperienced volunteers.

POSSIBLE SOLUTIONS:

- Signage clarifying the area as a No Passing Zone-- include flashing lights.
- Signage requesting no through traffic during carpool hours-- include flashing lights.
- Request parents not to queue up for afternoon carpool until 2:55 or 3:00 if possible.
- Remind parents to not enter front carpool from the direction of Overton Road, which prevents parents from the direction of Brookwood Road from turning in, further increasing the delay on South Brookwood Road. Instruct the crossing guard to enforce this.
- Police patrol to ticket reckless drivers who disregard the safety of our children, families and community members.
- Police patrol (or teachers or parents, if appropriate) to help direct traffic so that through traffic may pass safely.
- A new drive paved somewhere on school property to be used as a carpool lane (and overflow parking for special events) to help alleviate the backup on South Brookwood Road.
- Widen the road to allow for a longer left turn lane.
- Install more guardrails to keep walking children safe.



PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook ("Client"), doing business at P.O. Box 130009, Mountain Brook, Alabama 35213-0009 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to perform a traffic study for South Brookwood Road and Brookwood Forest Elementary School. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City of Mountain Brook, undertake the work outlined in Exhibit "A" for a fixed fee as follows:

<u>Work Task</u>	<u>Fee</u>
Traffic Study	\$6,900.00

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

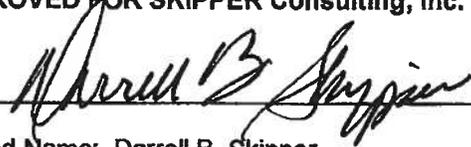
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER Consulting, Inc.

By:  _____

Printed Name: Darrell B. Skipper _____

Title: President _____

Date: 10/9/14 _____

Exhibit "A"
Scope of Work

The Consultant shall undertake a traffic study on behalf of the City of Mountain Brook to address concerns regarding traffic conditions on South Brookwood Road in the vicinity of Brookwood Forest Elementary School. Based on email correspondence and meetings between concerned citizens and the City, the scope of work to be performed is intended to address traffic congestion and potentially unsafe conditions which exist on South Brookwood Road, particularly related to afternoon carpool operations of Brookwood Forest Elementary School.

The Consultant will perform field data collection as required to undertake the project. This shall include conducting intersection turning movement traffic counts on South Brookwood Road at both entrances to Brookwood Forest Elementary School during morning and afternoon peak periods. A twenty-four hour machine traffic count including speed and vehicle classification will be performed on South Brookwood Road. The Consultant shall perform observations of traffic conditions during the morning and afternoon peak periods. Particular attention will be paid to vehicle queues, pedestrian activity, and on-site circulation for carpool operations at the elementary school. The Consultant will request crash data from the City of Mountain Brook Police Department and perform analyses to determine accident patterns and possible preventative measures.

The Consultant will perform traffic analyses of current traffic conditions on South Brookwood Road and internal to Brookwood Forest Elementary School. This shall include analyses of vehicle flows, pedestrian flows, and carpool operations. Current deficiencies and safety concerns will be documented. The Consultant will develop improvement recommendations for South Brookwood Road and on the elementary school campus. Improvements will include short term and long term recommendations. Cost estimates for each improvement will be developed.

The Consultant shall document the results of the study in a final report. The final report shall be provided to the City in a .pdf format.

The Consultant shall prepare for and attend as many meetings with the School, neighbors, City staff, and the Mountain Brook City Council as needed to discuss and finalize recommendations.

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the draft report for review by the City, within a period of six (6) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

M E M O R A N D U M

TO Sam Gaston FROM Joel Eliason
FIRM City Hall DATE October 8, 2014
56 Church Street PROJ NAME Cahaba Park
Mountain Brook, AL 35213-3733 PROJ NUMBER 11-300
RE Pavilion Costs

THIS REPORT IS SUBMITTED FOR THE PURPOSE OF SUMMARIZING THE IMPORTANT DETAILS OF THE DISCUSSION AND TO CONFIRM INSTRUCTIONS RECEIVED AT THE TIME. PLEASE NOTIFY US IF THERE ARE ANY CHANGES OR CORRECTIONS TO BE MADE.

REMARKS

Landscape Services submitted the attached estimate for the cost to construct the picnic pavilion at Cahaba Park. The work is for the stone columns and timber roof. This cost would be in addition to the contract amount.

The picnic pavilion foundation is already included in the contract amount.

CC NL
Attachment.



Landscape Services, Inc.

(205) 991-8584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Re: Cahaba Park Pavilion Structure

ADD

ESTIMATE

1	Stone Columns	lump sum	8,508.00
1	Cedar Roof & Timbers	lump sum	39,780.00
TOTAL			\$48,288.00

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

M E M O R A N D U M

TO Sam Gaston FROM Joel Eliason
FIRM City Hall DATE October 8, 2014
56 Church Street PROJ NAME Cahaba Park
Mountain Brook, AL 35213-3733 PROJ NUMBER I1-300
RE **Additional Costs**

THIS REPORT IS SUBMITTED FOR THE PURPOSE OF SUMMARIZING THE IMPORTANT DETAILS OF THE DISCUSSION AND TO CONFIRM INSTRUCTIONS RECEIVED AT THE TIME. PLEASE NOTIFY US IF THERE ARE ANY CHANGES OR CORRECTIONS TO BE MADE.

REMARKS

Attached are cost estimates from Landscape Services for the following proposed work not covered under the original park contract.

- Water Service:**
Birmingham Water Works informed the contractor that their water main is on the west side of Overton Road rather than the east side indicated in the survey. This requires a bore under Overton Road to make the tap. Additional cost for water service is \$9,762.57.
- Pedestrian Crossing:**
To facilitate the new pedestrian crossing on Overton Road, the sidewalk on the north side of Oakdale will be extended around the corner to Overton Road. This includes asphalt removal, new curb and gutter, sidewalk and modification to an existing drainage structure. Additional cost to extend the sidewalk is \$4,849.40.
- Picnic Pavilion Foundation:**
The contractor encountered unsuitable soil in the area of the picnic pavilion foundation. This required additional excavation and stone backfill. In addition, the footprint of the pavilion was enlarged to accommodate a larger pavilion. Addition cost for picnic pavilion foundation is \$2,980.00.

Total additional cost for proposed work is \$16,591.97.

CC NL
Attachment.



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

1 October 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

	ESTIMATE		
ADD			
1	Water Service including 1" Meter, Backflow Prevention and Hot Box, Trenching, Sleeving, and Piping from West Side of Oxmoor Rd.	lump sum	28,392.00
DEDUCT			
-1	Water Service including 1" Meter, Backflow Prevention and Hot Box, Trenching, Sleeving, and Piping from Park Side of Oxmoor Rd.	lump sum	(19,629.43)
	Net Change Total		\$8,762.57



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Re: Cahaba Park Pavilion- Larger Pavilion Foundation

ESTIMATE

ADD				
1	New Pavilion Foundation	lump sum	4,845.00	4,845.00
DEDUCT				
-1	Original Pavilion Foundation	lump sum	3,915.00	(3,915.00)
			Sub-Total	<u>930.00</u>
ADD				
50	Gravel Fill under Pavilion-Due to Unsuitable Soil Conditions	cu.yd	41.00	2,050.00
			Total	<u>\$2,980.00</u>



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Re: Proposed Sidewalk Extension West of Overton Rd.

ADD		ESTIMATE		
1	Saw Cutting and Excavation	lump sum	2,500.00	2,500.00
12	Gravel Base	cu yd	41.00	492.00
72	Curb and Gutter	ln ft.	27.45	1,976.40
432	Sidewalk	sq ft.	8.00	3,456.00
1	HC Ramp	per	225.00	225.00
1	Deck Lid for Existing Drain	lump sum	1,200.00	1,200.00
1	Backfill, Cleanup , Pine Straw	lump sum	850.00	850.00
			Sub-Total	<u>10,699.40</u>
DEDUCT				
-2	Single Wing Inlet (Deduct)	per	2,925.00	(5,850.00)
			TOTAL	<u>\$4,849.40</u>