

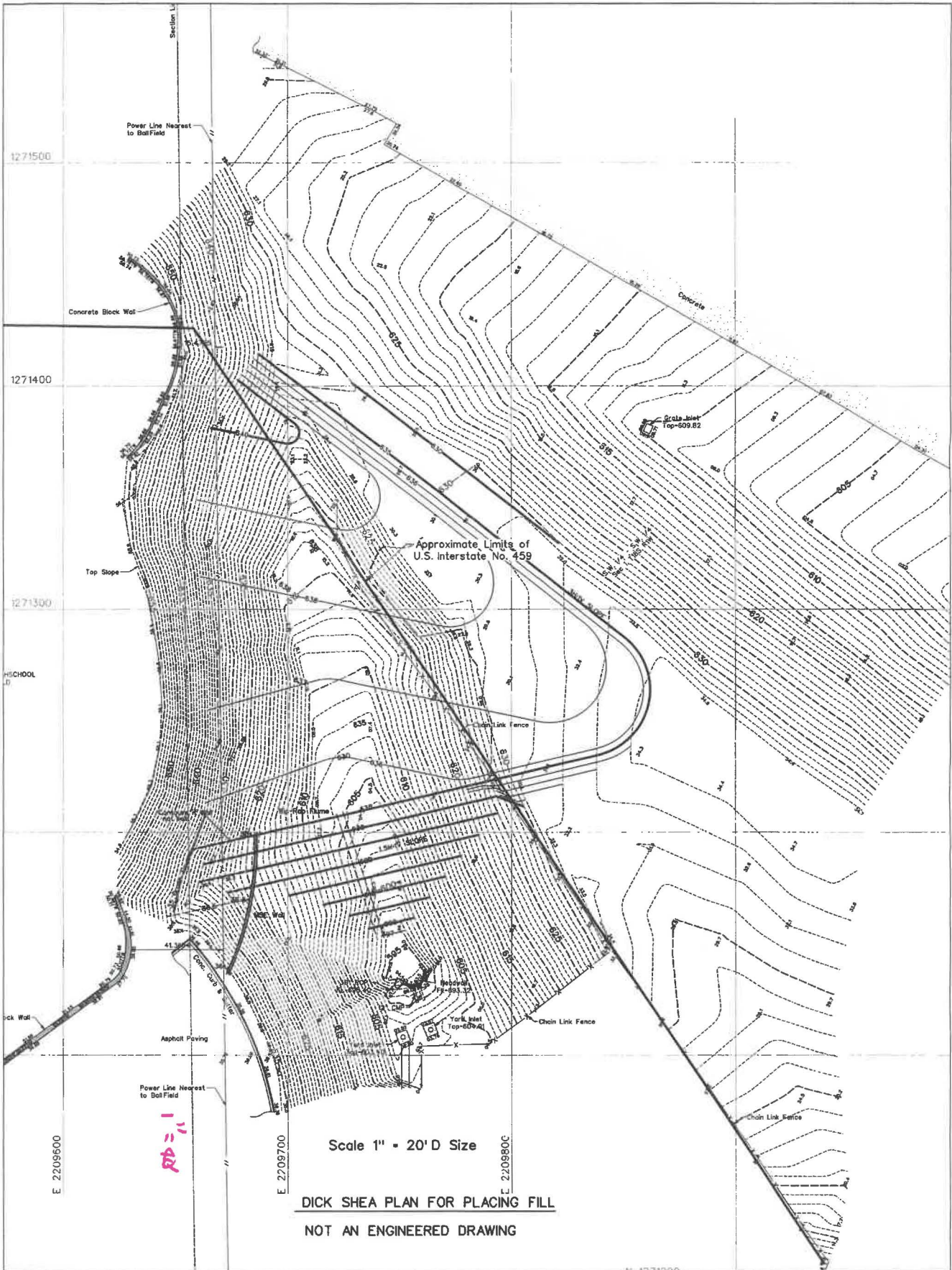
**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MAY 9, 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 work session 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 05092022). Unvaccinated in-person attendees are asked to mask.

1. Junior High drainage study-Walter Schoel of Schoel Engineering (This information will be furnished as soon as we receive it.)
2. Field # 1 fill project for additional parking-Walter Schoel of Schoel Engineering (See attached information.)
3. Capital Budget amendment for the Police Dept-Chief Loggins (See attached information. This item may be added to the formal agenda.)
4. Survey and design contracts for Jemison Park improvements-Virginia Smith (See attached information. These items may be added to the formal agenda.)
5. Executive Session





Mountain Brook Police Department
Chief Jaye Loggins
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.879.0486
Fax: 205.802-2415

To: Mountain Brook City Council
From: Chief J. Loggins
Date: May 3, 2022
Re: Budget Adjustment Request

During the 2021-2022 physical year budget, the police department was approved for a capital project for Mobile Reporting Software (Ledger ID 441-3590-6730-0501) in the amount of \$251,500.00. The police department was also approved for an additional \$525,000.00 under Ledger ID 441-3590-6730-0760 to compensate the original account. Both of these accounts have been carried over for multiple budgets.

In October of 2021, the police department contracted with Southern Software, Inc. for reporting software, records management, and jail management systems. The total cost of the project totalled \$120,117.00 for (3) three years of service. This was a significant savings to the budget. Licensing and archives of previous records totalling \$11,523 have also been paid from the account. Ledger ID 441-3590-6730-0501 will be the only account used in the total RMS/JMS project with a remaining balance of \$119,860.00.

The police department respectfully asks for approval to use the remaining balance of Ledger ID 441-3590-6730-0501 for general renovations to the police building. This would include the transition of the previous dispatch center into office space and locker room for the (9) nine patrol sergeants. If approved, this would be a cost neutral repurposing of funds and no additional costs would impact the current budget. Thank you for any and all consideration in advance on the request.

Sam Gaston

From: Nimrod Long <nimrod@nimrodlong.com> on behalf of Nimrod Long
Sent: Thursday, May 05, 2022 11:13 AM
To: Sam Gaston
Cc: Katherine Shepherd
Subject: Jemison brochure
Attachments: 042022 Handout REV.pdf

Sam:
Here is a digital copy of the brochure produced by Joel Eliason and Katherine. Katherine will bring printed copies to the City Council on Monday to hand out. Joel will email you both Schoel's survey proposal and his proposal for design services. The Friends have funding in place to pay for both of these professional services, as part of our match, so the city will not have to provide funding.
It is amazing how the community has responded by supporting The Friends of Jemison Park's Capital Campaign.
Hopefully, we can raise more funds, so significant much needed improvements can also be made to Watkins Creek Trail, the Nature Trail and the Irondale Furnace Trail.
Thanks for your assistance and for all you do with such grace for Mountain Brook.
Nim

Nimrod W.E. Long

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

April 29, 2022

Mr. Sam Gaston
City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213

Dear Sam:

I am pleased to provide this proposal for landscape design services for Jemison Park and appreciate the opportunity to again work with the City of Mountain Brook and Friends of Jemison Park on one of our community's most loved parks.

NLA will work with the City of Mountain Brook and the Friends of Jemison Park to develop plans for construction of the enhancements proposed in the park's 2018 Master Plan. These enhancements include:

- Modifications to the trail layout in keeping with natural woodland park that help stabilize creek banks, reduce erosion, and restore health of forest and meadow.
- Increase the length of trail along Parkway from 1 to 1.5 miles
- Proposed new trail route is more scenic and takes walkers further away from road traffic and noise.
- Widening the main trail will better accommodate the 300,000 annual visitors to the park and eliminate the worn out/washed out ruts on each side of the existing paved trail.
- Additional access trails from parking pull-offs will keep users from compacting soil and vegetation while walking to main trail.
- A new Rustic Woodland Trail on the other side of Shades Creek will provide an alternative route for walkers with a crushed stone surface to provide a soft alternative surface for users.

Our Design Services will include:

1. Development of design concepts that support the enhancements proposed in the 2018 Park Master Plan.
2. Preparation of graphic materials for presentation and review of city departments, the Friends of Jemison Park.
3. Preparation of design development drawings for review and comment by the City, Park Board and Friends of Jemison.
4. Based on approved design development drawings, we will prepare construction drawings and specifications including layout and construction details suitable for competitive bidding.
5. Assist the City in obtaining competitive pricing from contractors
6. Construction Observation services including periodic site visits during construction, review of shop drawings and review and certification of contractor's applications for payment.

Mr. Sam Gaston
City of Mountain Brook
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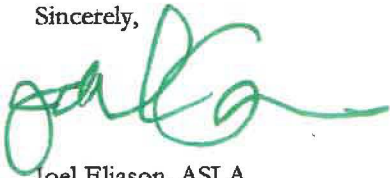
The proposed park enhancements will require new topographic survey work. We have coordinated with Schoel Engineering Company to develop a scope of work that streamlines the survey requirements to only the areas of the park changes will occur; as part of our services, we will identify the centerline of the new trail alignment which will allow Schoel to survey a limited area and reduce the overall cost of the survey. Schoel's proposed Agreement for Consulting Services is attached. We will include the cost of the survey in our scope as a reimbursable cost with no mark-up.

We propose to provide these services for a percentage fee based on 7.1% of the actual construction costs, following the Alabama Division of Construction Management Schedule of Basic Fees. Based on the anticipated construction cost of \$1,500,000, our fee will be \$106,500.00. If the construction cost increases, our fee will be adjusted following the ACDM Schedule of Basic Fees. Fees for work completed and reimbursable expenses will be invoiced monthly.

Reimbursable expenses include the cost of copying and blueprinting, postage and delivery services, facsimile transmissions, long distance telephone, local mileage, and travel expenses incidental to the project, and will be billed at 1.1 times the cost to the firm. One and one-half percent interest will be charged per month on any unpaid balance after 60 days plus all costs of collection including reasonable attorney's fees.

It has been our pleasure to with Jemison Park for many years and we look forward to the opportunity of collaborating with you and the members of the Friends of Jemison Park on this project. If you have any questions or comments about the ideas presented in this proposal, please feel free to call.

Sincerely,



Joel Eliason, ASLA
President

Attachment.

Agreement for Consulting Services

Jemison Park Topography for Trail Modifications

April 25, 2022

This **AGREEMENT**, entered into by and between **Nimrod Long and Associates**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services provided in the preparation of a Topographic Survey of areas within Jemison Park, located in Mountain Brook, Alabama.

PROJECT OVERVIEW

A major redevelopment of Jemison Park involving modifications to the trail system is proposed. The Consultant will prepare a Topographic Survey of areas as designated by the Client. The scope of work is described in greater detail below.

PROPOSED SCOPE & SERVICES

1. TOPOGRAPHIC & TREE SURVEY

The Detailed Scope of Services is as Follows:

- Initial project coordination and survey research required for the project.
- Establish site control
- Obtain field-shot topographic information in designated areas as selected by the Client
- Locate all storm drainage in park
- Locate trees of 8-inch diameter and larger
- Process topographic information and develop mapping
- Incorporate information into existing GIS aerial topographic survey to create a composite topographic base map
- Issue hard copy and CAD file to Client

Lump Sum Fee \$28,500

2. MISCELLANEOUS ADDITIONAL SURVEYING

It is recommended that the Client budget for additional surveying beyond that described above and depicted on the exhibit. This work will be as directed and approved by the Client.

Proposed Fee \$ (a budget of \$5,000 is recommended)

NOT INCLUDED IN SCOPE OF WORK

The following items are not included in the scope or fee provided. If any of these services are requested, an additional services proposal can be provided.

1. Engineering work of any kind
2. Boundary Surveying



PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2022

Senior Principal	\$ 275.00 per hour
Principal	\$ 200.00 per hour
Field Survey Party	\$ 185.00 per hour
Chief Land Surveyor/Assistant Director	\$ 175.00 per hour
Senior Project Manager	\$ 165.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 100.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 90.00 per hour
Administrative/Technical Support	\$ 75.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.

GENERAL TERMS AND CONDITIONS

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

- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from 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.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.

- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Schoel Engineering Company, Inc.

Signature: Walter Schoel III

Name: Walter Schoel III

Title: President

Date: April 25, 2022

ACCEPTED:

Client: Nimrod Long and Associates

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

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

Invoice Delivery Method: Mail Email Other _____



JEMISON PARK

Master Plan Implementation

2023 -- 2024

I. Overview

Jemison Park – 54-acre Streamside Preserve

- Great neighborhoods, schools, villages and a beautiful wooded setting define Mountain Brook.
- Our 4.5-mile sidewalk and trail system links all these amenities. **Jemison Park** is the heart and the jewel of the city's parks and open space system.
- Current park usage for **Jemison Park** is estimated at over 300,000 visitors per year based on a 2021 count by the Regional Planning Commission of Greater Birmingham (RPC).

High usage has accelerated damage to the park.

- Original 5' wide trail is inadequate for the volume of park users.
- Narrow width also forces users off paved trail, accelerating soil compaction and erosion.
- Periodic flooding erodes areas adjacent to trails located in flood-prone areas.

Adverse Current Conditions



Narrow Trails



Stream Bank Erosion



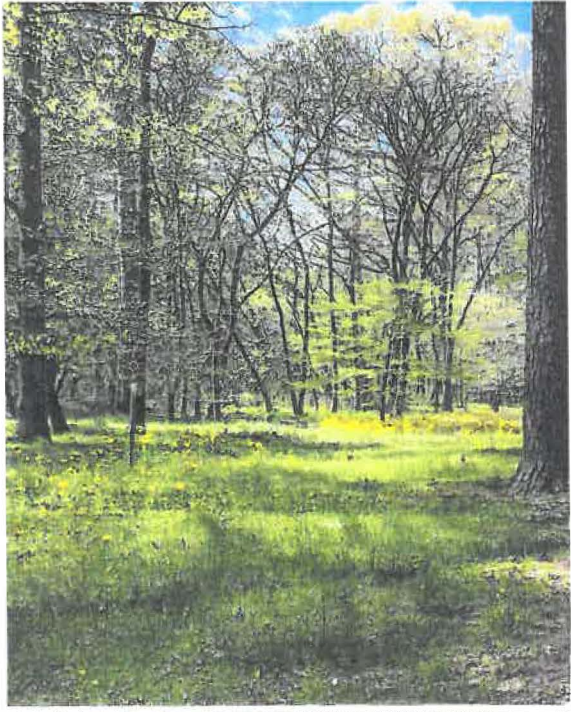
Washout Along Trails

II . A New Vision

Mountain Brook City Council and Park Board approved a new Master Plan for Jemison Park.

1. Proposed trail layout in keeping with natural woodland park
 - a. enhances existing forest riparian meadow
 - b. reduces erosion and creek siltation
 - c. stabilizes creek bank erosion
 - d. adds more native trees/plants to restore health of forest and meadow
2. Length of trail along Parkway significantly increased from 1 to 1.5 miles
3. Proposed new route is a more scenic trail
 - a. takes walkers further away from road traffic and noise
 - b. provides enhanced views of Shades Creek
 - c. gently curvilinear trail focuses views on the most beautiful features of the Park
4. A widened main trail
 - a. better accommodates the 300,000 annual visitors to the Park
 - b. eliminates the worn out/washed out ruts on each side of the existing paved trail
5. Access trails from parking pull-offs
 - a. keep users from compacting soil and vegetation while walking to main trail
6. A new Rustic Woodland Trail on the other side of Shades Creek
 - a. provides a new alternative route for walkers
 - b. is located above the flood plain
 - c. accesses a scenic hillside forest with the best views in the Park of Shades Creek
 - d. crushed stone trail to provide a soft alternative surface for users

A New Vision



Enhance Riparian Meadows to Reduce Erosion and Add Scenic Beauty



Woodland Trail Adds 1/3 Mile of Soft Trail Alternate



Asphalt Trails Favored by Runners

IV . The Master Plan

