

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

**PRE-COUNCIL ROOM (A106)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**JUNE 10, 2024 6:30pm**

**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 06102024).**

1. Traffic Island Beautification project on Stoneridge Drive-Shanda Williams (See attached information. This item may be added to the formal agenda.)
2. Contract with Nimrod Long Associates to design the last section of sidewalk connection on Locksley Drive-Sam Gaston (See attached information. This item may be added to the formal agenda.)
3. Executive Session

# Traffic Island Policy Worksheet

**Island Location** Dunbarton by the Cahaba Island on Stoneridge Drive

**Area of Island** 8,200 sq ft      **Max City Contribution** \$3,000

(< 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

## Sketch of Design



## Other Details

The sign was redone back in 2020. There has been a steady decline in the roses, grasses, and junipers on the islands. We will remove everything except the hollies and existing trees and plant encore azaleas and liriop. The circle at the end will be planted with a nuttall oak and liriop this fall. The street sign will need to be moved and we will work with PW on that. We believe this change will not only look better, but make maintenance easier on the Parks and Rec department.

<b>Materials needed</b>	<b>Cost</b>
Dwarf White encore azaleas (<3ft tall)	\$900
Liriop (<18" tall)	\$900
Nuttal Oak	\$200
Mulch & misc	\$300
<b>Total Cost</b>	<b>\$2,400</b>

# Traffic Island Policy Worksheet

## Resident Contact Information

<b>Name</b>	<b>Email</b>
Jan Jaffe	<a href="mailto:bjaffe@aol.com">bjaffe@aol.com</a>
Stephanie Sklar	<a href="mailto:sklarhome@gmail.com">sklarhome@gmail.com</a>
Bonnie Lorino	<a href="mailto:bonnielorino@gmail.com">bonnielorino@gmail.com</a>

## Partnership Agreement

The City will maintain the island like before.

## Island Committee Comments

**Date** May 24, 2024

Helen Drennen and Aimee Reese worked on this project with the neighbors and me.

We all agreed on the plants and design.

## Police Department Comments

**Date** May 31, 2024

Jason Rhoads said the plans look fine as long as the new plants do not impede motorist sidelines.

## Council Comments:

**Date:** June 10, 2024

**Amount approved:** \_\_\_\_\_

## Construction Issues/Comments/Adjustments

**Before Picture:**

**After Picture:**

N i m r o d L o n g  
A n d A s s o c i a t e s

L O N G

L a n d P l a n n e r s  
L a n d s c a p e A r c h i t e c t s  
U r b a n D e s i g n e r s

May 31, 2024

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

Dear Sam:

Nimrod Long and Associates is pleased to provide this proposal for landscape design services for the extension of the sidewalk on Locksley Drive. We look forward to working with the City of Mt. Brook to complete another component of the sidewalk masterplan.

It is our understanding that the proposed sidewalk will join up with the portion of the Locksley sidewalk being installed by MB Public Works, which is yet to be completed. Our design work is to start near the end of the property at 3615 Locksley Drive (near Ryecroft Rd.) and extend past 3611 Locksley Drive and along the corner lot at 3201 North Woodridge Road. This extension of the sidewalk has many trees and stone retaining walls close to the street, which will require some tree removal and replacement of the retaining walls.

Our work includes design drawings for review with the City, followed by Construction Documents for Public Bid including layout and details for sidewalk, retaining walls, mailbox structures, new plantings, miscellaneous items as needed, and written specifications.

To perform this design, we will need a topographic survey, which we understand the City will provide. Our services do not include the cost of the survey, but we will furnish a list of key items we will need on the survey.

We propose to provide these services based on a lump sum fee not to exceed \$18,500.00. Reimbursable expenses are in addition to fees and include travel, copying, postage, and printing bid documents. Fees for work completed and expenses will be invoiced monthly.

We look forward to the opportunity of working with the city 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



Office: 205-985-9315  
2032 Valleydale Rd. Suite C  
Birmingham, AL.35244  
[www.arringtonengineering.com](http://www.arringtonengineering.com)

June 6, 2024

Mr. Dave Giddens  
Nimrod Long and Associates, Inc.  
880 Montclair Rd, Ste 235  
Birmingham, AL 35213

**Re: Survey Proposal for Locksley Dr Sidewalk Project (AE Proposal #S24-4097).**

Dear Dave,

We appreciate this opportunity to provide surveying services. Our proposal for the above referenced project is as follows:

**Scope of Service:**

Provide surveying services as outlined in your RFP e-mail dated 6/6/2024.

**Fee:** \$6,200.00

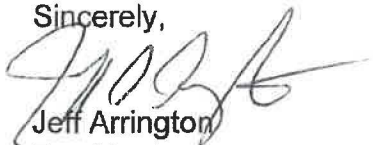
If this proposal, and the attached terms and conditions, are acceptable, your signature will serve as our mutual agreement. We appreciate the opportunity to provide this proposal. We thank you for your consideration and look forward to working with you. If you have any questions concerning the scope of services or need additional information, please feel free to give us a call.

**Approved and Accepted by:**

By: \_\_\_\_\_

Date \_\_\_\_\_

Sincerely,

  
Jeff Arrington  
President

**ARRINGTON ENGINEERING & LAND SURVEYING, INC.  
TERMS AND CONDITIONS**

**I. HOURLY RATE SCHEDULE**

Professional Engineer P.E.	\$150.00
Professional Land Surveyor, P.L.S.	\$150.00
Engineer Intern E.I.	\$ 75.00
CADD Technician	\$ 75.00
Survey Crew	\$200.00
Secretarial Services	\$ 35.00
Additional Copies	Cost

**II. BASIS AND CONDITION OF PAYMENTS**

- A. **BILLING CYCLE.** ARRINGTON ENGINEERING will bill the client on a monthly basis on projects with duration of 30 days or more.
- B. **TIME OF PAYMENT.** The CLIENT shall pay ARRINGTON ENGINEERING within thirty (30) calendar days after receipt of the associated invoice.
- C. **OTHER PROVISIONS CONCERNING PAYMENT.**
1. If the client fails to make any payment due ARRINGTON ENGINEERING for services and expenses within thirty (30) calendar days after receipt of ARRINGTON ENGINEERING invoice, the amounts shall include a charge at the rate of one and one-half percent (1.5%) per month and in addition, ARRINGTON ENGINEERING may, after giving seven days' notice to the CLIENT, suspend services under this Agreement until ARRINGTON ENGINEERING has been paid in full all amounts due ARRINGTON ENGINEERING for services and expenses.
  2. Should it be necessary to collect this account through an attorney, the CLIENT agrees to pay all costs of collection, including all reasonable attorney's fees and fees for trials or appeals. In the event of termination upon completion of any task of the Basic Services, progress payments due to ARRINGTON ENGINEERING for services rendered through completion of such task shall constitute total payment for such services. In the event of termination during any task of the Basic Services, ARRINGTON ENGINEERING will be paid for services rendered on that task as if the services on said uncompleted task were Additional Services through the date of termination.
  3. ARRINGTON ENGINEERING shall be paid in full for all services rendered under this Agreement, including any additional services authorized by Client in excess of those stated in this Agreement.
  4. The CLIENT'S obligation to pay under this Agreement is in no way dependent upon the CLIENT'S ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or the financial viability of the project.

**III. STANDARD PROVISIONS**

- A. NOTIFICATION OF DEFECTS. In order to mitigate losses from any claimed deficiency in the service(s) rendered by ARRINGTON ENGINEERING notification must be promptly given of such claimed deficiencies.
- B. TERMINATION OF AGREEMENT. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the CLIENT upon at least seven (7) days written notice to ARRINGTON ENGINEERING, in the event that the Project is permanently abandoned.
- C. MISCELLANEOUS PROVISION.
  - 1. This agreement shall be governed by the laws of the State of Alabama.
  - 2. This Agreement represents the entire integrated agreement between the CLIENT and ARRINGTON ENGINEERING and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and ARRINGTON ENGINEERING.
  - 3. Annual rate adjustments may be made.

**IV. DOCUMENTATION AND WORK PRODUCTS**

- A. OWNERSHIP OF WORK PRODUCTS. All original reports, sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from ARRINGTON ENGINEERING services under this Agreement are and remain the property of ARRINGTON ENGINEERING as instruments of service.
- B. REUSE OF DOCUMENTS. All documents including drawings and specifications prepared by ARRINGTON ENGINEERING pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for, reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARRINGTON ENGINEERING for the specific purposes intended will be at the CLIENT'S sole risk and without liability or legal exposure to Arrington Engineering. The CLIENT shall indemnify and hold Arrington Engineering harmless from all claims, damages, losses and expenses including all attorney's fees, trials, or appeals arising out of or resulting from any reuse.

Acceptance by Client:

By: \_\_\_\_\_ Date: \_\_\_\_\_