

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 28, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-4 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 28th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference, four virtual attendees). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, Assistant City Manager Steve Boone, and City Clerk Heather Richards.

1. AGENDA

1. Bids for sidewalk extension on North Woodridge Road from Robin Drive to Locksley Drive

Alicia Bailey-Sain Associates

- 6 bids were received
- The lowest bid was CB&A Construction

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-081)

2. Transfer of ROW agreement with ALDOT for the roundabout project

Alicia Bailey-Sain Associates

- This is to transfer ROW that is owned by ALDOT to the City
- This is a small triangular piece of property near the intersection of Cahaba Road, Culver Road and Lane Park Road at the SR-38 (US-280) ramp

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-083)

3. Village Design Review Committee reappointment

Steve Boone-Finance Director/Assistant City Manager

- This is for a reappointment Cleo Kathryn Gorman
- She filled an unexpired term, this would reappoint her to a full term

Virginia Smith

- Item added to the formal agenda (Resolution 2024-082)

4. Changing out scoreboards at the Athletic Complex

Shanda Williams-Parks and Recreation Superintendent

- The scoreboards that had “Coke” on them was removed and replaced with new scoreboards
- MBA wants a new wireless option that can only put on the “Coke” scoreboards that were removed
- As part of the contract Coke will perform all of the work and pay for the new scoreboards
- This would be to allow Coke to install the new scoreboards
- The old scoreboards will be marked as surplus

Virginia Smith

- Item added to the formal agenda (Resolution No. 2024-083)

5. Halbrook and Arundel traffic calming recommendations

Richard Caudle-Skipper Consultants

- This is for 3 speed humps on Halbrook Lane, 3 speed humps on Asbury Road, and the installation of two chicanes on Arundel Drive and Halbrook Lane
- The speed humps will probably be installed in June, the materials will need to be ordered for the chicanes

Gerald Garner-Council Member

- Inquired if the chicanes will do damage to the road if they have to be removed

Ronald Vaughn-Public Works Director

- There is minimal damage to the road
- The cost for the chicanes will be around \$15-18 thousand for the parts
- The cost for the speed humps will be around \$30-35 thousand

Virginia Smith-Council President

- If the council goes through the process of closing the road, there may be opposition
- Need to try to reduce the traffic with alternative means to justify if the road should be closed

Steward Welch-Mayor

- Received numerous emails from Vestavia residents referring to litigation if the City closed the road
- The prudent measure is to go through these traffic calming measures

Gerald Garner

- Is not in favor of the chicanes
- Cannot support almost 50' long plastic dividers in front of residents houses
- Agreeable to the speed humps but not the chicanes

Richard Caudle

- Recommendation is to install these measures over the summer and measure the impact in August when school is back in session

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-078)

6. Support for an application for sidewalk(s) selected by the City Council for Transportation Alternative Program (TAP) funding

Virginia Smith-Council President

- This is a TAP grant that could be used for Brookwood Road or a portion of Old Leeds Lane (not both)
- The City cannot do both because it would be over the grant amount
- The Brookwood Road sidewalk would provide a loop
- The Council committed to the Brookwood Road residents, two years ago, that they would be next for sidewalks
- In favor of selecting Brookwood Road for the TAP funding
- Would be happy to put Old Leeds Lane in line for when the City is able to do another TAP grant
- An alternate option to utilizing the TAP grant is to have the Public Works department do the work if the residents raise the funds for the materials

(The residents of Old Leeds Lane expressed their concerns for the need of a sidewalk)

Graham Smith-Council Member

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Billy Pritchard-Council President Pro Tempore

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Gerald Garner

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Virginia Smith

- Item is on the formal agenda (Resolution No. 2024-077)

7. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 7:15 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on May 28, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council June 24, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 28, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-2 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:17 p.m. on the 28th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference-two virtual attendees). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, Assistant City Manager Steve Boone, and City Clerk Heather Richards.

The Council President Virginia Smith stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects (Council Member Garner agreed to the traffic calming measures but objected to the chicanes for 2024-078):

2024-077	Support the TAP application for the installation of sidewalk along Brookwood Road	Exhibit 1, Appendix 1
2024-078	Approve the traffic calming recommendations for Halbrook Lane and Arundel Drive (Council Member Garner objected to the use of chicanes)	Exhibit 2, Appendix 2
2024-079	Ratify the execution of a contractor agreement with Lower Bros Tennis Courts for the repair and resurface of tennis courts at the Mountain Brook High School	Exhibit 3, Appendix 3
2024-080	Execute an agreement with the City of Homewood for the lending of fire trucks and other firefighting equipment whenever the necessity arises	Exhibit 4, Appendix 4
2024-081	Award the bid (B-20240424-928) to CB&A for the North Woodridge Road sidewalk project	Exhibit 5, Appendix 5

2024-082	Reappoint Cleo Kathryn Gorman to the Village Design Review Committee, the term of which will end on May 29, 2027	Exhibit 6, Appendix 6
2024-083	Agreement with the State of Alabama Department of Transportation for the transfer of Right-of-Way on Cahaba Road	Exhibit 7, Appendix 7
2024-084	Approve the improvements to the scoreboards on Fields 3-6 at the Athletic Complex	Exhibit 8, Appendix 8

Thereupon, the foregoing resolutions (Nos. 2024-077 through 2024-084), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The resolutions were then considered by the City Council. Council President Virginia Smith seconded the motion to adopt the foregoing resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said resolutions (Nos. 2024-077 through 2024-084) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

2. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is June 10, 2024, 7:00p.m.

4. EXECUTIVE SESSION AND ADJOURNMENT

Council President Virginia Smith made a motion that the City Council convenes in executive session to discuss matters of pending litigation and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Pro Tempore Pritchard. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Gerald A. Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:19 pm.

5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 28, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council June 24, 2024

EXHIBIT 1

RESOLUTION NO. 2024-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby supports the TAP application for the installation of sidewalk along Brookwood Road from 3629 Brookwood Road to 3665 Brookwood Road, as authorized in Resolution 2024-073. The total estimated project cost is \$849,200.00 with 80% to be paid by the Federal government and 20% to be paid by the City and;

BE IT FURTHER RESOLVED the City hereby commits to funding mentioned above and any non-federal costs incurred.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2024-078

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the traffic calming recommendations for Halbrook Lane and Arundel Drive.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-079

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifying the execution of a contractor agreement with Lower Bros Tennis Courts with respect to the repair and resurface of six tennis courts at the Mountain Brook High School.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2024-080

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of an agreement between the City and The City of Homewood, in the form as attached hereto as Exhibit A, with respect to lending fire trucks and other firefighting equipment to the City of Homewood Fire Department (and Homewood Fire Department lending to Mountain Brook) whenever the necessity arises during any emergency resulting from fire or other public disaster.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2024-081

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid to CB&A Construction, LLC in the amount of \$407,129.00 for the North Woodridge Road Sidewalk project.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2024-082

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Cleo Kathryn Gorman is hereby reappointed as a regular member to the Village Design Review Committee, the term of which will end on May 29, 2027.

APPENDIX 7

EXHIBIT 8

RESOLUTION NO. 2024-083

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City enter into an Agreement with the State of Alabama Department of Transportation (ALDOT) for:

The transfer of ownership and maintenance of a portion of right-of-way near the intersection of Cahaba Road, Culver Road and Lane Park Road at the SR-38 (US-280) ramp under Project No. U-214(12) from ALDOT to the City as stated in the Agreement; legally described as follows:

A part of SW ¼ of the NE ¼ of Section 8, Township 18-S, Range 2-W, Identified on Project No. U-214(12) in Jefferson County, Alabama and being more fully described as follows:

Commencing on the present north R/W line of an Alley and at a found carved "X" at the SW corner of property described in DB 1541, PG 808 as recorded in the Office of the Judge of Probate in Jefferson County, Alabama;

thence northerly along the west line of said property a distance of 111 feet, more or less, to a point on the west line of the City of Mountain Brook (point also on the present south R/W line of US-280 Ramp), which is the point of BEGINNING;

thence N 0°9'53" E and along said city boundary a distance of 27.40 feet to a point on the present west R/W line of Cahaba Road;

thence S 33°4'51" E and along said present R/W line a distance of 35.83 feet to a point on the present SW R/W taper to US-280 Ramp;

thence N 82°23'30" W and along said present R/W taper a distance of 19.81 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less.

which Agreement is before this Council, and that the agreement be executed in the name of the City, by either the Mayor or the City Manager for and on its behalf and that it be attested to by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept of record by the City Clerk.

APPENDIX 8

EXHIBIT 9

RESOLUTION NO. 2024-084

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the improvements to the scoreboards on Fields 3-6 at the Athletic Complex.

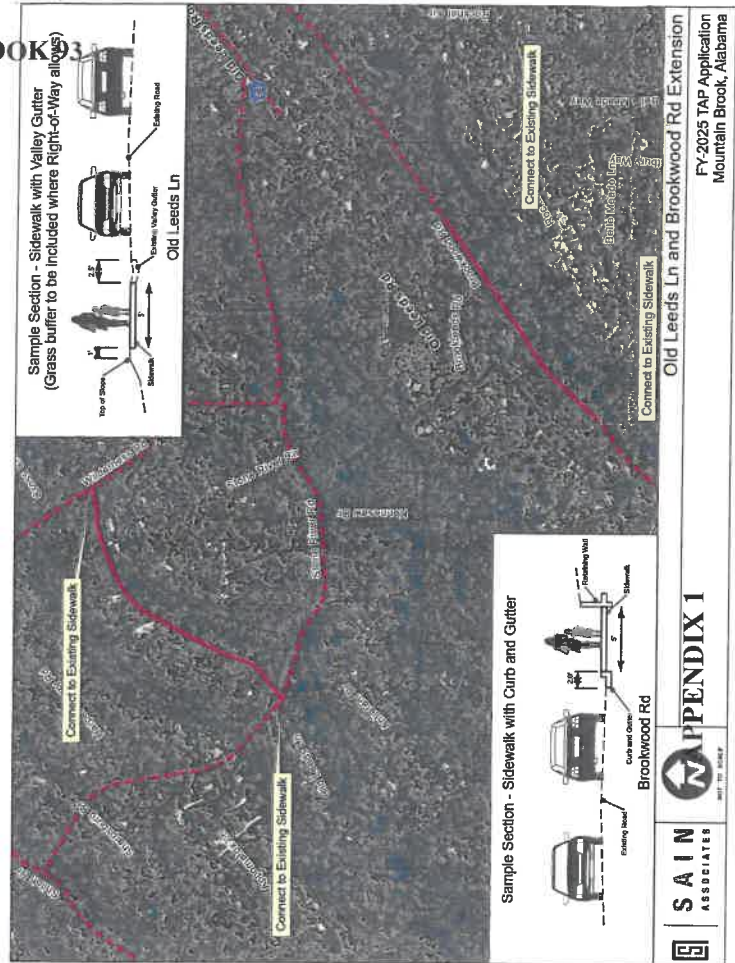
APPENDIX 9

OPINION OF PROBABLE CONSTRUCTION COST
 SIDEWALK ON BROOKWOOD RD TO 3665 BROOKWOOD RD (Approx 1500 LF)
 MOUNTAIN BROOK, AL

MINUTE BOOK

Item No.	Item Description	Quantity	Unit	Unit Price	Total
201A-002	Clearing and grubbing	1	LS	\$ 8,000.00	\$ 8,000.00
206C-010	Removing Concrete Driveway	250	SY	\$ 30.00	\$ 7,500.00
206D-002	Removing Gutter	1400	LF	\$ 20.00	\$ 28,000.00
209A-000	Mailbox Re-Int. Single	10	EA	\$ 1,000.00	\$ 10,000.00
210A-000	Unexcavated Excavation	500	CY	\$ 35.00	\$ 17,500.00
210B-000	Borrow Excavation	400	CY	\$ 55.00	\$ 22,000.00
305B-070	Crusher Aggregate, Section B23, Type B, For Miscellaneous Use	300	CY	\$ 45.00	\$ 13,500.00
405A-000	Tack Coat	270	GAL	\$ 7.00	\$ 1,890.00
408B-001	Mixing Existing Pavement (approximately 1.10" Thick 2 1/2" Thick)	3500	SY	\$ 4.00	\$ 14,000.00
424A-001	Sub-pave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	315	TN	\$ 175.00	\$ 55,125.00
529A-010	Retaining Wall	400	SF	\$ 120.00	\$ 48,000.00
530D-003	Filter Blanket, Geotextile	100	SY	\$ 15.00	\$ 1,500.00
618A-000	Concrete Sidewalk, 4" Thick	850	SY	\$ 90.00	\$ 76,500.00
618B-000	Concrete Driveway, 6" Thick	350	SY	\$ 110.00	\$ 38,500.00
620A-000	Minor Structure Concrete	2	CY	\$ 2,000.00	\$ 4,000.00
621C-300	Replace Existing Inlet Top With Modified Type S Inlet Top	4	EA	\$ 3,500.00	\$ 14,000.00
622C-003	Concrete Curb, Type C (Modified)	1400	LF	\$ 45.00	\$ 63,000.00
623B-005	Concrete Curb, Type E	500	LF	\$ 60.00	\$ 30,000.00
641R-915	1/2 Inch Water Meter & Box Reset	11	EA	\$ 2,000.00	\$ 22,000.00
650A-000	Topsoil	250	CY	\$ 35.00	\$ 8,750.00
654A-000	Solid Sodding	750	SY	\$ 12.00	\$ 9,000.00
656A-010	Mulching	1	AC	\$ 1,000.00	\$ 1,000.00
659C-000	Erosion Control Product	1000	SY	\$ 4.00	\$ 4,000.00
665A-000	Temporary Seeding	1	AC	\$ 1,200.00	\$ 1,200.00
665B-001	Temporary Mulching	1	TN	\$ 750.00	\$ 750.00
665I-000	Silt Fence	1600	LF	\$ 6.00	\$ 9,600.00
665M-000	Temporary Coarse Aggregate, ALDOT Number 1	75	TN	\$ 60.00	\$ 4,500.00
665P-001	Silt Fence Removal	1600	LF	\$ 2.00	\$ 3,200.00
665P-005	Inlet Protection, Stage 3 or 4	4	EA	\$ 600.00	\$ 2,400.00
674A-000	Construction Safety Fence	200	LF	\$ 5.00	\$ 1,000.00
674A-000	Tree Protection Fence	200	LF	\$ 15.00	\$ 3,000.00
711A-000	Roadway Sign Relocation (2 Total)	1	LS	\$ 1,350.00	\$ 1,350.00
740B-000	Construction Signs	48	SF	\$ 30.00	\$ 1,440.00
740D-000	Channelizing Drums	60	EA	\$ 60.00	\$ 3,600.00
740E-000	Cones (36 inches High)	25	EA	\$ 25.00	\$ 625.00
740M-001	Ballast for Cone	25	EA	\$ 15.00	\$ 375.00
780E-000	Special Design Brick Wall	25	LF	\$ 500.00	\$ 12,500.00
600A-000	Mobilization (9.7%)	1	LS	\$ 18,827.59	\$ 18,827.59
600A-001	Geometric Controls (1.3%)	1	LS	\$ 7,619.72	\$ 7,619.72
600A-002	Contingency (10%)	1	LS	\$ 59,375.23	\$ 59,375.23
				SUBTOTAL	\$ 653,200.00
				Construction Engineering and Inspection (15%)	\$ 98,000.00
				Preliminary Engineering (15%)	\$ 98,000.00
				ESTIMATED CONSTRUCTION COST (ELIGIBLE ITEMS)	\$ 849,200.00

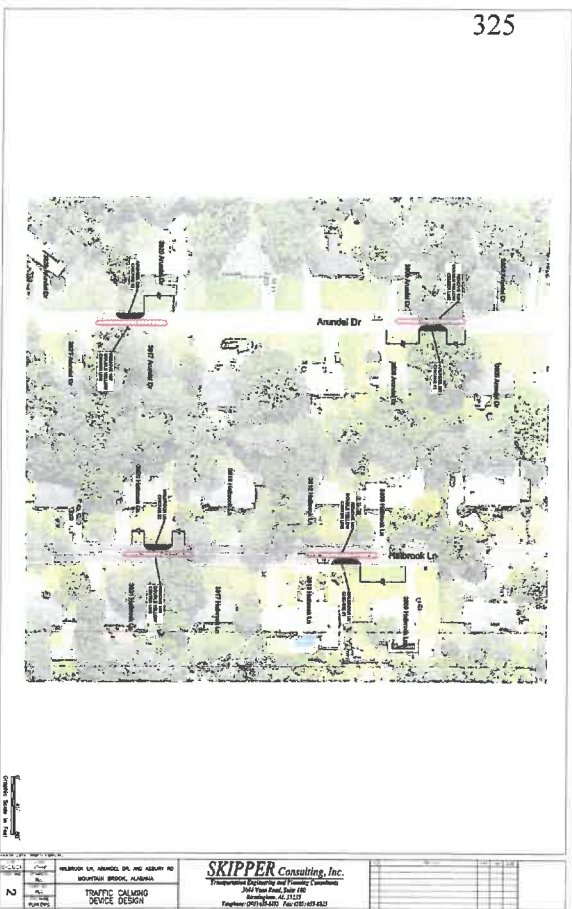
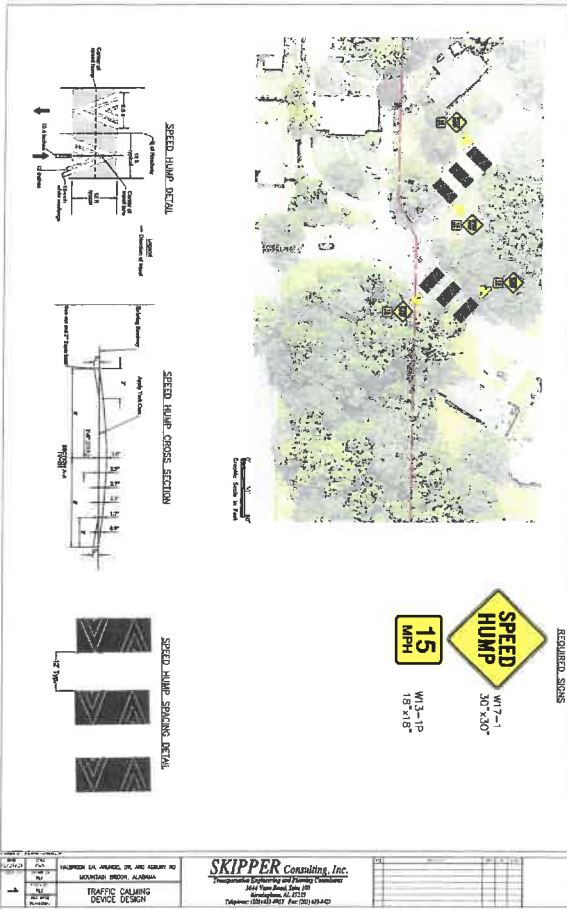
NOTE: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST PROVIDED IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCES AND QUALIFICATION AND REPRESENTS ENGINEER'S BEST JUDGMENT WITHIN THE INDUSTRY. ENGINEER DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL COST WILL NOT VARY FROM ENGINEER'S OPINION OF PROBABLE COST.



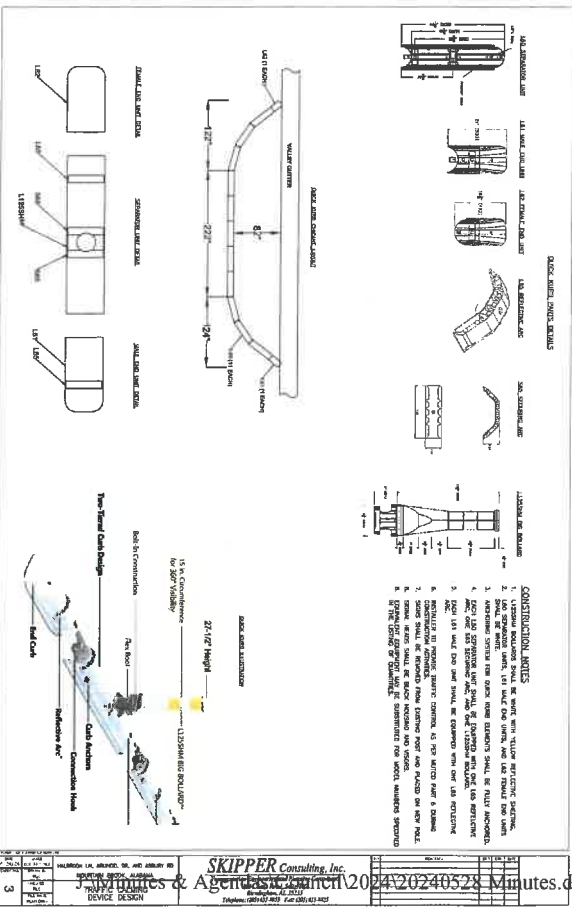
Old Leeds Ln and Brookwood Rd Extension
 FY 2025 TAP Application
 Mountain Brook, Alabama

APPENDIX I

SAIN ASSOCIATES
 INC. THE ENGINEER



APPENDIX 2



The City will pay the Contract Price on this Project as follows:

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Lower Bros Tennis Courts, an Alabama limited liability company (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") at the site designated below (the "Site") on the understar project (the "Project"):

Name of Project: Repair and Resurface six High school tennis courts
Site of Project: 3650 Bethune Dr. Mountain Brook Al 35223

2. Scope of Work. The Scope of Work is set forth on Exhibit A (which includes the May 14, 2024 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor as set forth herein and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to four (4) months (the "Term"). The period in which the Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Fifty One Thousand, Eight Hundred Dollars and Zero Cents (\$51,800.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct of any Contractor Representative in the performance of its duties.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the April 16, 2024 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

May 28, 2024

APPENDIX 3

Whereas, the undersigned, duly authorized representatives of the City of Mountain Brook, Alabama, execute this Agreement on behalf of their respective organization on the date(s) shown below.

g. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) 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"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor 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; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

h. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

i. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

j. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]

As: Mayor

Date: 5-28-2024

Lower Bros Tennis Courts

By: _____

Its: _____

Date: _____

APPENDIX 3

Project: High School Tennis Courts Repair and Resurface

EXHIBIT A - SPECIFICATIONS

1. Scope of Work

See attached May 14, 2024 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by July 30, 2024 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative: Sam Harris, 3698 Bethune Drive, Birmingham, AL 35223, Email: harriss@mtbrook.org, Day Tel #: 205-438-5506

Contractor Project Representative: Linn L. Lower, P.O. Box 43026, Birmingham, AL 35243, Email: linn@lowerbros.com, Day Tel #: 205-967-3901

4. Special Conditions:

Lower Bros will repair and resurface 6 tennis courts.

The work to be done includes the following:

- Clean the surface with a high-pressure washer as necessary to remove stains and dirt.
• Fill large structural cracks with crack filling compound and low areas which hold water deeper than 1/8 inch with Court Patch patching mix. (Effectiveness of patching will be determined by the existing slope & planarity of the court.)
• Sand the area with a power sander to remove small imperfections.
• Apply Acrylic Resurfacer as needed to reduce the surface porosity and provide a uniform textured surface.
• Apply a new colored acrylic playing surface. Colors to be selected by the owner.
• Paint new white playing lines. Reinstall the Mt. Brook HS logos (stencil provided by school)
• Sand & repaint net posts as needed.

CRACK REPAIR MEMBRANE - \$17.00 per foot

- Estimated cost is included in lump sum: 720 feet @ \$17.00 per foot = \$12,240, Price to be adjusted either up or down if quantities differ from that estimated.
• Includes installing a flexible crack repair system over existing structural cracks to help prevent open cracks from reappearing. (Some surface cracking is still possible along the edges.)

Proposal form for Lower Bros Tennis Courts. Includes project details, pricing for resurfacing and crack repair, and acceptance terms. Total price: \$51,800.00.

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of May, 2024, by and between the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation, (hereinafter referred to as "Mountain Brook"), and the CITY OF HOMEWOOD, ALABAMA, a municipal corporation (hereinafter referred to as "Homewood").

RECITALS:

WHEREAS, the City of Mountain Brook, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Ala Code § 11-43-140 (1975); and

WHEREAS, the City of Homewood, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Ala Code § 11-43-140 (1975); and

WHEREAS, Ala Code § 11-43-141 (1975) authorizes municipal fire personnel to assist in emergencies beyond the corporate city limits; and

WHEREAS, Ala Code § 11-102-1 (1975) authorizes municipalities to enter into written contracts with counties or other municipalities for emergency aid services; and

WHEREAS, the Fire Departments of the Cities of Mountain Brook, Alabama and Homewood, Alabama desire for their respective municipalities to enter into a written agreement, which will provide, among other things, that the two Fire Departments may lend and borrow fire trucks and other firefighting equipment when needed; and

WHEREAS, the City Councils of both Mountain Brook and Homewood agree that lending and borrowing fire trucks and firefighting equipment between the cities will enhance public safety and the welfare of the residents of both cities.

NOW, THEREFORE, in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City of Mountain Brook, Alabama and the City of Homewood, Alabama hereby mutually agree as follows:

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Agreement by reference as though set out fully herein.

2. **MOUNTAIN BROOK AS LENDER:** The City of Mountain Brook Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Homewood Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster. The City of Mountain Brook Fire Department shall

retain the sole discretion to determine whether its fire trucks or other firefighting equipment shall be available for use by Homewood under this Agreement and may deny a request to borrow equipment when it determines that same are needed for operational or emergency use within the City or their use by Homewood would otherwise compromise the ability of Mountain Brook to provide fire protection within its own jurisdiction.

3. **HOMEWOOD AS BORROWER:** If the City of Homewood Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Mountain Brook, then in such event the city of Homewood Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Mountain Brook in good repair and condition, cleaned, and resupplied back to the condition it was in when borrowed, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Homewood Fire Department shall be solely responsible for the repair or replacement thereof.

4. **HOMEWOOD AS LENDER:** The City of Homewood Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Mountain Brook Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster. The City of Homewood Fire Department shall retain the sole discretion to determine whether its fire trucks or other firefighting equipment shall be available for use by Mountain Brook under this Agreement and may deny a request to borrow equipment when it determines that same are needed for operational or emergency use within the City or their use by Mountain Brook would otherwise compromise the ability of Homewood to provide fire protection within its own jurisdiction.

5. **MOUNTAIN BROOK AS BORROWER:** If the City of Mountain Brook Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Homewood, then in such event the city of Mountain Brook Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Homewood in good repair and condition, cleaned, and resupplied back to the condition it was in when borrowed, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Mountain Brook Fire Department shall be solely responsible for the repair or replacement thereof.

6. **MISCELLANEOUS**

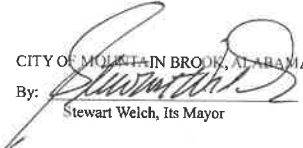
A. **NON-WAIVER:** The failure of Mountain Brook or Homewood to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. **WAIVER OR MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this contract

J. **TERMINATION:** This Agreement may be terminated at any time by either party upon written notice to the other party.

K. **ENTIRE AGREEMENT:** This written Agreement contains the entire agreement between the Cities of Mountain Brook and Homewood, Alabama.

IN WITNESS WHEREOF, the City of Mountain Brook, Alabama, a municipal corporation, and the City of Homewood, Alabama, a municipal corporation, have hereunto caused this Agreement to be executed by their duly authorized officers on this ____ day of May, 2024.

CITY OF MOUNTAIN BROOK, ALABAMA
By: 
Stewart Welch, Its Mayor
By: _____
Sam Gaston, Its City Manager

ATTESTED
By: 

CITY OF HOMEWOOD, ALABAMA
By: _____
Patrick McClusky, Its Mayor

ATTESTED
By: _____

shall not be valid unless in writing and signed by the Cities of Mountain Brook and Homewood. This agreement may be amended at any time by written agreement of the parties signatory hereto.

C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to:

If to Mountain Brook: Sam Gaston, City Manager
Mountain Brook City Hall
56 Church Street
Mountain Brook, Alabama 35213
Telephone No. 205-802-3803
E-Mail: gastous@mtbpbrook.org

If to Homewood: Patrick McClusky, Mayor
Homewood City Hall
2850 19th Street South
Homewood, Alabama 35209
Telephone No. 205-746-4695
E-Mail: patrick.mcclusky@homewoodal.org

D. **CONSTRUCTION OF TERMS:** The Cities of Mountain Brook and Homewood negotiated the terms, provisions and conditions of this agreement and both parties had the equal opportunity for input for the drafting of this agreement. Therefore, any ambiguities of this agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this agreement.

E. **GOVERNING LAW:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. **EXECUTION IN COUNTERPARTS:** The agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. **BINDING EFFECT:** The agreement shall inure to the benefit of and shall be binding upon the Cities of Mountain Brook and Homewood, and their successors and assigns.

I. **SEVERABILITY:** In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Project Description	Company	Phone	Email	Other Bid Amount
Sain	Matt Stoops	205-263-2180	mstoops@sain.com	MS
Sain	Alec Laney	205-263-2185	alaney@sain.com	
Sain	Nathan Curtis	205-263-2129	ncurtis@sain.com	NC
Sain	Payson Merrill	205-840-6420	pmerrill@sain.com	
Mountain Brook	Sam Gaston		sgaston@mtmtrb.com	SSG
Mountain Brook	Ronnie Vaughn		rv Vaughn@mtmtrb.com	
Mountain Brook	Janet Forbes		jforbes@mtmtrb.com	
Mountain Brook	Steve Boone		sboone@mtmtrb.com	
BID AFFIDAVIT AND WARRANTY				
Bidder Name	Company	Phone	Email	Bid Amount
Bulls Construction	Ellott Bulls	256-994-9981	ebulls@bullsconstruction.com	539,248
J.D Morris	Joe Zalawski	202-860-6765	jz@jdmorrisconstruction.com	510,000
Massey Paving	Roger Williamson		rwilliamson@masseypaving.com	
Southern Sealcoat	David Henderson	205-441-7321	dhend@sealcoatinc.com	800,616
Wright Construction	Houston Lawless		hlawless@wrightconstruction.com	
Wright Construction	Kyle Clark		kclark@wrightconstruction.com	564,000
Sealed Contractors:				
North Avera	North Avera		na@northavera.com	
CB & A Construction	Rick Rigg		rrigg@cb-a.com	701,129
McGraw-Hill Construction	McGraw-Hill Construction		mcgrawhill@mcgrawhill.com	523,525
Advanced Construction	Advanced Construction		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	
Advanced Paving	Advanced Paving		advanced@advanced.com	

Below is the firm bid of the undersigned to construct the North Woodridge Road Sidewalk Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, agrees to perform the Work in accordance with the requirements in the Contract Documents.

TOTAL LUMP SUM AMOUNT TO CONSTRUCT PROJECT \$ 407,129.00

CB&A Construction, LLC 05/21/2024
 Name of Firm or Company Submitting Bid Date of Bid
 44 Inverness Center Parkway 83-0724821
 Street Address Office Ph. # Bidder
 Hoover AL 35242
 City State Zip
 Web Site of Bidder
 205-995-6163
 Signature of Bidder Representative Office Ph. # Bidder
 Tyler Sample 470-808-1870
 Printed Name Representative Executing for Bidder Cell Ph. # Bidder Contact
 Vice President of Construction Sampleto@cbs-projectmgt.com
 Title Email Address Bidder Rep.

Sworn to and subscribed before me on this 20th day of May, 2024.

Sherril C. Griffis
Notary Public
October 13, 2024
Commission Expire Date



APPENDIX 5

Bid Opening Minutes:
 Bids were received at 2 pm for the Woodridge Rd Sidewalk project and opened in the presence of those in attendance as initialed above. The apparent low bidder was _____.
 The bids will be reviewed for correctness by Sain and a recommendation for award will follow.

Signed / Certified
 Matt Stoops - Project Engineer, Sain Associates
 Printed Name / Position

**Exhibit A - Contractor Bid Response Form
 BIDDER AFFIDAVIT AND WARRANTY**

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for this Project:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject contract.

CB&A Construction, LLC
 Name of Firm or Company Submitting Bid
 By: Tyler Sample
 Signature of Bidder Representative
 Printed Name: Tyler Sample
 Its: Vice President of Construction
 Title
 Date: 05/21/24

Sworn to and subscribed before me on this 20th day of May, 2024.
 Sherril C. Griffis
Notary Public
 October 13, 2024
Commission Expiration Date



Exhibit B - Bidder Qualification Form

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED, PLEASE STATE THAT INFORMATION ON ADDITIONAL SHEET(S) THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER AND ITEM TO WHICH THE INFORMATION CORRESPONDS.

1. Name of Business: CB&A Construction, LLC
 Principal Business Address:
 44 Inverness Center Parkway Hoover, AL 35242

2. Business Contact(s)
 (a) Primary Contact (Note: If a Pre-Bid Conference is held, the Primary Contact should attend that Conference.)
 Name: Tyler Sample
 Title or Position with Company: Vice President of Construction
 Day Phone: 470-808-1870
 Email: Sampleto@cbs-projectmgt.com
 Street Mailing Address of Contact: 44 Inverness Center Parkway Hoover, Alabama 35242

(b) Other Business Contact(s)
 List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the pre-bid conference (if any).

3. Business History
 (a) How many years has your organization been in the general contracting business? 7
 (b) State the facts and attach written documentation evidencing your organization's experience to successfully perform the Project.
 CB&A Construction has and continues to successfully complete demolition, sidewalk, underground utilities, concrete, and paving projects throughout the State of Alabama. We have successfully completed sidewalk and drainage projects for the City of Mountain Brook. Our Past project experience in the prequal packet shows several projects of similar size and scope.

(c) How many years has your organization operated under its present business name? 7

Exhibit B -Bidder Qualification Form

(d) Type of Organization:

- (1) If your organization is a corporation, answer the following:
 - (i) Date of incorporation: _____
 - (ii) State of incorporation: _____
 - (iii) President's name: _____
 - (iv) Vice-President's name(s): _____
 - (v) Secretary's name: _____
 - (vi) Treasurer's name: _____

- (2) If your organization is a partnership, answer the following:
 - (i) Date of organization: 06/01/2018
 - (ii) Type of partnership (if applicable): _____
 - (iii) Name(s) of general partner(s): William Allen & Chris Coggin

- (3) If your organization is individually owned, answer the following:
 - (i) Date of organization: _____
 - (ii) Name of owner: _____

(e) Administration of Business. Please describe in general how you operate and administer your business. In this description, please state each of the following:

- (i) the total number of employees; 36
- (ii) the number of workers who are dedicated to field operations; 30
- (iii) the name and title of your general supervisor of field service operations; and
- (iv) the number of employees dedicated to administrative and office matters. 8

Tyler Sample - Vice President of Construction
 Travis Smith - Construction Manager
 Juan Govea - Superintendent
 Sherril Griffis - Office administrator
 Rob Paul - Accounting

4. Licensing. List and attach to this Form all licenses and certifications that your organization currently holds that authorize it to perform the required Work, including the following:

- a. State of Alabama General Contractor License - Please indicate this License No 53197
- b. City of Mountain Brook Business License* (*Note: If not currently held, Contractor must acquire a City Business License prior to commencing work.)

5. Other Similar Projects Performed by Contractor for Governmental or Commercial Entities.

Below please provide information of all projects of a scope and type comparable to this Project that your organization has performed for governmental entities or commercial entities in the State of Alabama

Exhibit B -Bidder Qualification Form

within the last five (5) years. Please provide the following information as to each such project and contract:

Name Entity: City of Calera
 Contact at Entity: Chris Pappas
 Title of Contract: Main Street Calera Courtyard Phase one
 Phone Number: 205-796-7650
 Type(s) of Contract (s): Demolition, Sitework, Storm Sewer and Fine Grading
 Dates of Contract: 6/16/23
 Location(s) of Service: Calera, AL

Name Entity: City of Chelsea
 Contact at Entity: Keith Hager
 Title of Contract: Chelsea ABC Warehouse
 Phone Number: 205-229-1738
 Type(s) of Contract (s): Clear and Grub, Sitework, Storm Sewer, Asphalt Paving, Guardrail
 Dates of Contract: 8/3/2022
 Location(s) of Service: Chelsea, AL

Name Entity: City of Jemison
 Contact at Entity: Shannon Welch
 Title of Contract: Old Town Streetscape
 Phone Number: 205-287-1412
 Type(s) of Contract (s): Concrete Paving, Sidewalk, Retaining Walls, Asphalt Paving, Roadway lighting
 Dates of Contract: 3/10/2023
 Location(s) of Service: Jemison, AL

Name Entity: City of Homewood
 Contact at Entity: Cale Smith
 Title of Contract: Mecca Avenue Sidewalk
 Phone Number: 205-332-8827
 Type(s) of Contract (s): Demolition, Sitework, Storm Sewer, Concrete Sidewalk, Curb and Gutter
 Dates of Contract: 10/12/2022
 Location(s) of Service: Homewood, AL

6. List/Qualifications of Project Team.

On a separate page, please list and furnish the following information concerning each of the employees or other representatives whom you will appoint to perform the Project:

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee

7. Assurances of Capability and Resources to Timely Complete Project. Please attach your firm's last financial statement (audited or un-audited). Also, please furnish below (or state on an attachment to this Exhibit) evidence indicating that it has the financial standing, personnel and other resources (including adequate insurance) to timely obtain the Equipment and install same on the expedited Project schedule and otherwise comply with the Project requirements.

APPENDIX 5

Exhibit B -Bidder Qualification Form

8. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your coverage required in Article 37 of the General Conditions of the Contract.

10. Claims History.

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes ___ No X. If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the way any such claim or dispute was resolved:

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services? Yes ___ No X. If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

(c) Within the last five (5) years, have any of your clients or customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services or operations? Yes ___ No X. If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(d) Has your organization ever failed to complete any work, contract or project awarded to it? Yes ___ No X. If yes, please provide all details related to such matter.

Exhibit B -Bidder Qualification Form

(e) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied? Yes ___ No X. If yes, please provide all details related to such matter:

(g) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes ___ No X. If yes, please provide all details related to such matter:

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the information submitted is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder
 CBB&A Construction, LLC
 (Type or Print)

By: Tyler Sample
 Signature

Printed Name
 Its: Vice President of Construction
 Title of Representative

Sworn to and subscribed before me on this 20th day of May 2024.

Sherril C. Griffis
 Notary Public
 SEAL

October 13, 2024
 Commission Expiration Date

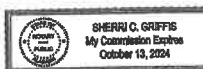


Exhibit C - Bid Bond Form

Exhibit C - Bid Bond Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, CB&A Construction, LLC 44 Inverness Center Parkway, Hoover, AL 35242, Principal; and NGM Insurance Company, 4601 Touchton Road, Suite 3400 Jacksonville FL 32248, as Surety, are hereby held and firmly bound unto the City of Mountain Brook, as obligee, hereinafter called the City, in the sum of \$% of The Attached Bid, Not to Exceed \$10,000.00 Dollars (\$ %) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following project or portion thereof:

Project: North Woodridge Road Sidewalk Project
Location: Mountain Brook, Alabama
Engineer: Sain Associates

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Labor and Material Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within fifteen (15) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 17th day of May, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR (Sign & Print Full Name)

Business Name: CB&A Construction, LLC
Signature: [Signature]
Name and Title: TRIP SAMPLE, VP OF CONSTRUCTION
Address: 44 Inverness Center Parkway, Hoover, AL 35242

Witness: [Signatures]

SURETY (Sign & Print Full Name)

Company: NGM Insurance Company
Agent: [Signature]
Attorney-in-Fact: Charles E. Carper, IV
Address: 6300 Cahaba River Rd., Ste. 150, Birmingham, AL 35243
Attest: [Signature]

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

APPENDIX 5



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognition or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Charles E. Carper, IV, Hannah Hughes, George W. Thompson, III, James A Gunn, Kimberly A. Spence, Robbie D. Duncan, Sabrina Donaldson

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognition or other written obligation in the nature hereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY BY:

[Signature]

Lauren K. Powell
Vice President, Corporate Secretary



State of Wisconsin, County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

[Signature]

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above was a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 17th day of May, 2024.

[Signature]

Andrew Rose, Vice President

Travis Smith
CB&A Construction, L.L.C

Summary of Experience:

Over 16 years' experience in the construction industry. Maintain and operate most all equipment on construction jobsite. Successful at overseeing communication between teams, vendors and design professionals.

Employment History:

09/20 to Present: CB&A Construction Company Birmingham, AL Position: Construction Manager
01/08 to 09/21: Self Employed Birmingham, AL Position: Residential Housing Construction

Capabilities & Responsibilities:

- Responsible for Safety for employees at all times.
Handle creation of job duties and delegate tasks to construction workers.
Create and monitor schedules for each worker and ensure that he has the physical and mental ability to cope.
Ensure accuracy of work orders prior to handing them out and make sure that time efficiency is taken into account.
Make sure that work sites are cleaned and cleared of any hazardous materials prior to the beginning of a construction project.
Brief crew members about how daily tasks need to be carried out.
Manage construction costs and track construction costs.
Ensure that all machinery and tools are available to the crew and everything is in proper order and state of maintenance.
Perform inspections to ensure that the crew's performance is up to the set standards.
Coordinate separate modules of the construction process to ensure harmony.
Ensure that all materials, supplies, tools and equipment are procured in a time efficient manner.
Monitor daily construction procedures to ensure that proper quality is maintained and that schedules are being followed.
Relay progress reports on a daily basis and ensure that any significant information is communicated to the Construction Manager.

Handle onsite incidents and emergencies in a proactive manner.

Create and maintain positive working relationships with vendors and suppliers to ensure timely procurement of supplies and materials.

Ensure periodic maintenance and proper storage of construction equipment and tools.

Project Assignments:

Commercial

Construction Management:

- Municipal Sitework, Concrete, and Storm Drainage For:
o City of Talladega
o City of Mountain Brook
o City of Birmingham
o City of Gadsden
o City of Jacksonville
o City of Leeds
o City of Jemison
o Rise Iron and Oak Apartments
o City of Homewood

Specialized Training:

- > OSHA 30 Safety Training

Tyler Owen Sample
CB&A Construction, L.L.C.

Education:

Bachelor of Science In Building Construction - Auburn University, Auburn, AL - 2010

Summary of Experience:

Over 14 years of experience in commercial construction managing multi-million-dollar projects for large general contractors. Highly developed skill-set including: estimating, design-assist, design-build, scheduling, contracts / subcontracts, cost-control, change management, financial projections, quality control, owner/client relations, resource planning, logistics, negotiations, communication, sales and effectively leading / supervising field and office teams.

Employment History:

04/2022 to Present:
CB&A Construction, LLC.
Birmingham, AL
Position: Vice President of Construction

Responsibilities:

Responsible for managing overall construction operations including Safety, Quality, Schedule, and costs. Responsible for providing and executing CB&A Construction's project management core services, planning, estimating, scheduling, cost analysis, material management, subcontract administration, change management, turnover coordination, and training for all construction projects.

Prior Experience:

08/21-12/21:
Advon Corporation
Tallahassee, FL

Senior Project Manager
VA Hospital
Memphis, TN
Spinal Cord Addition
\$10 M

02/21-05/21:
Clark Construction Group
Atlanta, GA

Senior Project Manager
Atlanta Airport
Atlanta, GA
Terminal Modernization
\$100+ M

Prior Experience Cont'd:

11/18-12/22:
Sarnet Corporation
Charleston, SC

Senior Project Manager
Charleston Technology Center
Charleston, SC
New Office Building and Parking Deck
\$35M

01/11-08/19:
Brasfield & Gorrie, LLC.
Birmingham, AL

Employment History:

Project Manager
Fl. Jackson Reception Battalion
Columbia, SC
Basic training barracks renovation for Army Corps of Engineers.
\$20M

Fl. Banning Bldg 3240
Columbus, GA
Basic training barracks renovation for Army Corps of Engineers.
\$35M

BankPlus
Jackson, MS
Bank branch and Class A office space
\$5M

Kress Building Mixed Use
Montgomery, AL
Renovation of Kress department store to 3 floors of retail and mixed use. Added 2 floors of multifamily on top of existing structure.
\$20M

Border Patrol Communications Tower and Command Center
McAllen, TX
Command and Control Center and new communications tower for the US Border Patrol on the US / Mexico Border
\$2.5M

United States Courthouse
San Antonio, TX
New US Courthouse
\$100M

United States Courthouse
Greenville, SC
New US Courthouse with underground parking
\$80M

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with columns: PRODUCER, INSURED, INSURER A, INSURER B, INSURER C, INSURER D, INSURER E. Includes details for Thompson Insurance, Inc. and CB&A Construction, LLC.

COVERAGES CERTIFICATE NUMBER: 1654697052 REVISION NUMBER:

Table with columns: CODE, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF DATE, POLICY EXPI DATE, LIMITS. Lists various insurance coverages like Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, etc.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Table with columns: CERTIFICATE HOLDER, CANCELLATION. Includes 'Proof of Coverage' and 'AUTHORIZED REPRESENTATIVE' signature.

ACORD 23 (201803) © 1989-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD.

STATE OF ALABAMA State Licensing Board for General Contractors. License No. 53197, Renewal. License Type: UNLIMITED. License Amount: UNLIMITED. This is to certify that CB&A Construction, LLC is hereby licensed as a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work: RC&A, BUILDING CONSTRUCTION UNDER FOUR STORIES, M.U.S., CONCRETE, M.U.S., DRAINAGE AND CULVERT, M.U.S., SITE WORK.

CB&A Construction, LLC
FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2023

CB&A Construction, LLC

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

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To the Member
CB&A Construction, LLC
Birmingham, Alabama

We have reviewed the accompanying financial statements of the CB&A Construction, LLC (Alabama limited liability company), which comprise of the balance sheet as of December 31, 2023 and the related statement of income and member's capital and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of CB&A Construction, LLC and to meet our other ethical responsibilities, in accordance with the relevant requirements related to our review.

APPENDIX 5

2100 Providence Park, Suite 100 • Birmingham, Alabama 35242-7711
phone (205)995-2720 • cpabhm.com



CB&A Construction, LLC

BALANCE SHEET
as of December 31, 2023

ASSETS	
CURRENT ASSETS	
Cash and cash equivalents	\$ 1,131,705
Trade accounts receivable	\$ 644,383
Prepaid expenses	4,962
TOTAL CURRENT ASSETS	1,781,050
PROPERTY AND EQUIPMENT, net	2,486,517
TOTAL ASSETS	\$ 4,267,567
LIABILITIES AND MEMBER'S CAPITAL	
CURRENT LIABILITIES	
Current portion of long-term debt	\$ 509,978
Credit cards, lines of credit	23,147
Accounts payable	393,148
Accrued expenses	38,595
Payroll taxes	15,655
TOTAL CURRENT LIABILITIES	980,523
LONG-TERM DEBT	1,251,794
TOTAL LIABILITIES	2,232,317
MEMBER'S CAPITAL	2,035,250
TOTAL LIABILITIES AND MEMBER'S CAPITAL	\$ 4,267,567

Accountants' Conclusion

Based on our review we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Hughett Sanders, LLC

Birmingham, Alabama

April 23, 2024

CB&A Construction, LLC

STATEMENTS OF INCOME AND MEMBER'S CAPITAL
Year Ended December 31, 2023

STATEMENT OF CASH FLOWS
Year Ended December 31, 2023

REVENUES		
Construction revenues	\$ 11,302,966	
Interest	4,249	
Other	2,734	
	<u>11,309,949</u>	
COSTS		
Materials	3,481,572	
Subcontractors	1,121,161	
Labor	409,189	
Tools and supplies	123,981	
Engineering and landscaping	52,192	
Other	39,935	
	<u>5,228,030</u>	
	GROSS PROFIT	6,081,919
EXPENSES		
Automobile and truck	99,767	
Bonds and bids	45,011	
Depreciation	347,826	
Dues and subscriptions	10,983	
Employer benefits and training	19,051	
Fuel	342,353	
Insurance	221,824	
Interest	3,236	
Materials, other	45,449	
Office	21,311	
Professional fees	41,938	
Rented and leased equipment	1,262,520	
Repairs and maintenance	39,864	
Salaries and wages	1,749,642	
Subcontractor expenses	440,908	
Taxes and licenses	168,283	
Travel and meals	7,865	
Telephone and utilities	36,475	
Other	38,951	
	<u>4,943,257</u>	
	NET INCOME	1,138,662
MEMBER'S CAPITAL, beginning of the year		1,633,240
Member's distributions		(736,652)
MEMBER'S CAPITAL		<u>\$ 2,035,250</u>

See independent accountants' review report
4

CASH FLOWS USED IN OPERATING ACTIVITIES		
Net income	\$ 1,138,662	
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	347,826	
Loss on disposal of vehicles and equipment	5,216	
Decrease in trade accounts receivable	2,526,697	
(Increase) in prepaid expenses	(4,962)	
(Decrease) in credit cards payable	(11,275)	
(Decrease) in accounts payable	(1,315,111)	
(Decrease) in accrued expenses	(209)	
Increase in payroll tax liabilities	15,655	
(Decrease) in billings in excess of cost and estimated earnings	(651,621)	
	<u>2,050,878</u>	
NET CASH USED IN OPERATING ACTIVITIES		2,050,878
CASH FLOWS USED BY INVESTING ACTIVITIES		(413,448)
Acquisition of vehicles and equipment		
CASH FLOWS FROM FINANCING ACTIVITIES		(215,290)
Note principal payments		(736,652)
Member's distributions		
NET CASH PROVIDED BY FINANCING ACTIVITIES		<u>(951,942)</u>
NET INCREASE IN CASH		685,488
CASH AND CASH EQUIVALENTS, beginning of year		446,217
CASH AND CASH EQUIVALENTS, end of year		<u>\$ 1,131,705</u>
Cash paid for interest		\$ 3,236
Noncash transactions		None

See independent accounts' review report
5

APPENDIX 5

CB&A Construction, LLC

NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2023

Note A – Summary of Significant Accounting Policies

Nature of Operations:

CB&A Construction, LLC ("the Company") is an Alabama limited liability company, wholly owned by CB&A Project Management Services, LLC, and operates as a commercial construction enterprise primarily in the State of Alabama.

Basis of Accounting:

The financial statements of the Company are prepared in accordance with generally accepted accounting principles, and accordingly, have been prepared on the accrual basis of accounting. Under this basis of accounting, revenues are recognized and recorded when earned, and costs and expenses are recorded when the obligation is incurred.

Date of Management Review:

Management has evaluated subsequent events through April 23, 2024, the date on which the financial statements were available to be issued.

Cash and Cash Equivalents:

For purposes of the Statement of Cash Flows, the Company considers as cash equivalents all highly liquid investments, which can be converted into known amounts of cash, and have a maturity of ninety days or less at the time of purchase.

Trade Accountants Receivable:

Trade accounts receivable is stated at the amount management expects to collect from outstanding balances. The Company uses the direct write-off method for bad debts, which does not differ materially from using the allowance method.

Property and Equipment:

Equipment is carried at cost. Purchases of equipment costing over \$500 are capitalized, and smaller purchases are charged to expense. When equipment is retired, or otherwise disposed, the related costs are removed from the respective accounts and any gain or loss on the disposition is credited or charged to income. The Company provides for depreciation using the straight-line method, amortizing costs over five to ten years, which is considered the estimated useful life. Depreciation expense for the year ended December 31, 2023 totaled \$347,826

Use of Estimates:

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses.

CB&A Construction, LLC

NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2023

Actual results could differ from those estimates. Earnings on jobs in process at year-end are calculated based upon estimates of the total expected cost of the jobs and the estimated costs to complete them. It is at least reasonably possible that actual costs which are incurred in the near term may differ from the amounts estimated in these financial statements.

Note B – Trade Accounts Receivable

Trade Accounts Receivable as of December 31, 2023 consist of the following:

Project	Amount
City of Oneonta, Alabama	\$ 12,803
City of Arab, Alabama	38,053
City of Mountain Brook, Alabama	66,630
City of Jeimison, Alabama	171,748
Rise General Contractors	<u>355,149</u>
	<u>\$ 644,382</u>

Note C – Property and Equipment

Property and equipment are summarized for the year ended December 31, 2023 by major classifications as follows:

Vehicles	\$ 786,828
Equipment	2,392,618
Less accumulated depreciation	<u>(692,929)</u>
Property and equipment, net	<u>\$ 2,486,517</u>

CB&A Construction, LLC

**NOTES TO FINANCIAL STATEMENTS
Year Ended December 31, 2023**

Note D – Long-Term Debt

Long-term debt as of December 31, 2023 consists of the following notes payable obligations:

<u>Note Payable</u>	<u>Collateral</u>	<u>Balance</u>
Ally Bank	Service trucks	\$ 14,997
Guardian	Service truck	21,979
Redstone FCU	Service truck	15,270
First Commonwealth	Machinery & equipment	409,727
CAT Financial	Machinery & equipment	117,044
John Deere Financial	Machinery & equipment	<u>1,182,755</u>
		1,761,772
Less current portion		<u>(509,978)</u>
		<u>\$1,251,794</u>

Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6713
slaten@mtmbrook.org
www.mtnbrook.org

MINUTE BOOK 93



336

DATE: May 28, 2024

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Village Design Review Committee Reappointment

Kleo Cathryn Gorman was appointed to the Village Design review Committee on March 11th to serve the remainder of George Israel's term which was vacated prior to its completion. That term ends on May 29th. Please consider Ms. Gorman for reappointment for a full 3 year term.

APPENDIX 6

ALDOT agrees to remove the above-described ROADWAY from the State Highway System and to remove all U.S. and State route signs thereon as is necessary.

ALDOT agrees to transfer its possession and ownership of the above-described ROADWAY and to execute the quitclaim deed, attached hereto as Exhibit B to the CITY transferring any and all rights, title, and interest ALDOT may possess in the above-described ROADWAY.

The CITY agrees to be responsible for any burial disturbances that occur along the Cahaba Road in accordance with Alabama's Burial Law if any unmarked graves are discovered through maintenance or development activities.

The CITY agrees to assume ownership and maintenance of the above-described ROADWAY upon execution and delivery of the quitclaim deed attached as Exhibit B.

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

The CITY agrees that the ROADWAY were constructed with public funds and that they must be used as public roads.

It is expressly understood and agreed upon by both parties that in the event the CITY ceases to use the transferred ROADWAY as a public road or ALDOT determines, after the

FOR THE TRANSFER OF PUBLIC ROAD

This AGREEMENT is made and entered into by and between the State of Alabama, Alabama Department of Transportation, hereinafter referred to as ALDOT, and The City of Mountain Brook, hereinafter referred to as CITY, and

WHEREAS, it is in the public interest for ALDOT and CITY to cooperate in the transfer of ownership and maintenance of a portion of right of way near the intersection of Cahaba Road, Culver Road, and Lane Park Road at the SR-38 (US-280) ramp under Project No. U-214(12) as shown on Exhibit A attached hereto and made a part hereof, and more fully described as follows:

Transfer of Right-of-Way

A Part of SW ¼ of the NE ¼ of Section 8, Township 18-S, Range 2-W, Identified on Project No. U-214(12) in Jefferson County, Alabama and being more fully described as follows:

Commencing on the present north R/W line of an Alley and at a found carved "X" at the SW corner of property described in DB 1541, PG 808 as recorded in the Office of the Judge of Probate in Jefferson County, Alabama;

thence northerly along the west line of said property a distance of 111 feet, more or less, to a point on the west line of the City of Mountain Brook (point also on the present south R/W line of US-280 Ramp), which is the point of BEGINNING;

thence N 0°9'53" E and along said city boundary a distance of 27.40 feet to a point on the present west R/W line of Cahaba Road;

thence S 33°4'51" E and along said present R/W line a distance of 35.83 feet to a point on the present SW R/W taper to US-280 Ramp;

thence N 82°23'30" W and along said present R/W taper a distance of 19.81 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less.

NOW THEREFORE, ALDOT AND THE CITY for, and in consideration of the "roadway" stated herein, do hereby mutually promise and agree as follows:

transfer, that the ROADWAY are required for the safe and proper operation of the state highway system, title to the ROADWAY shall automatically revert to ALDOT. Upon notice and request the CITY shall execute a quitclaim deed to ALDOT.

By entering into this AGREEMENT, the CITY is not an agent of the State, its officers, employees, agents or assigns. The CITY is an independent entity from the State and nothing in this AGREEMENT creates an agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and this AGREEMENT is deemed to be effective upon its execution by all the parties.

(THIS SECTION INTENTIONALLY LEFT BLANK/
SIGNATURE LINES FOLLOW ON NEXT PAGE)

APPENDIX 7

ATTEST:
Heather Richards
Clerk (Signature)

HEATHER RICHARDS
CITY CLERK

RECOMMENDED:

DEJARVIS LEONARD
EAST CENTRAL REGION ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

EDWARD N. AUSTIN
CHIEF ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM:

LEGAL COUNSEL FOR
ALABAMA DEPARTMENT OF TRANSPORTATION

APPROVED:
ALABAMA DEPARTMENT OF
TRANSPORTATION

JOHN R. COOPER
TRANSPORTATION DIRECTOR

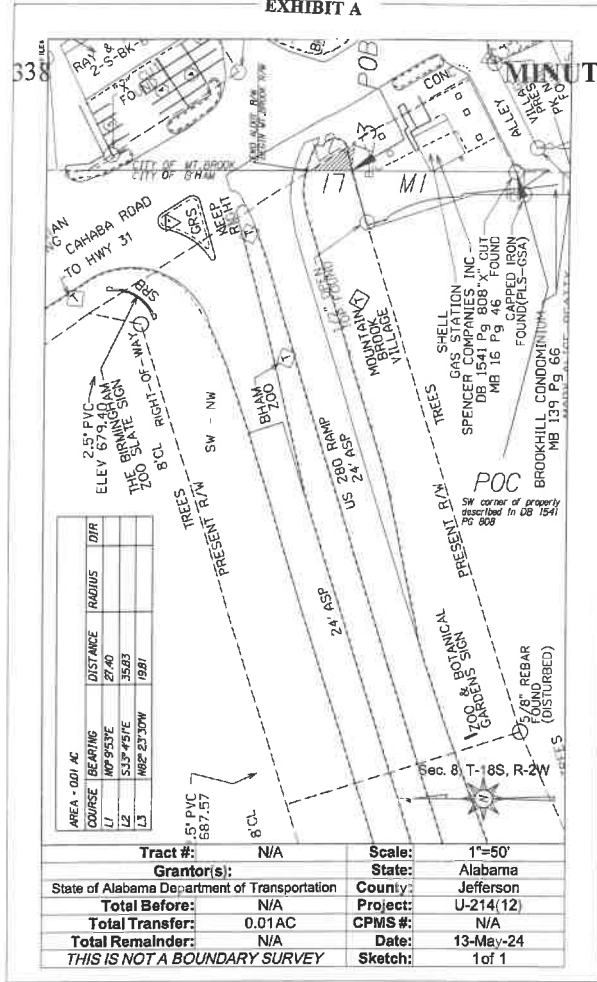
Date: _____

SEAL:
CITY OF MOUNTAIN BROOK
BY: *Sams Gaston*
SAMS GASTON
CITY MANAGER
Stewart Welch
Mayor

Date: 5-28-2024

INSTRUMENT PREPARED BY:
Joseph Waddad
Right of Way Bureau
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, Alabama 36110

MINUTE BOOK 93



STATE OF ALABAMA
COUNTY OF JEFFERSON

Project No. U-214(12)
Date: May 13, 2024

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, the State of Alabama, Alabama Department of Transportation (hereinafter Grantor), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollar, cash in hand paid to the Grantor by City of Mountain Brook, (hereinafter Grantee), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto "Grantees," all of its right, title, interest, and claim in and to the following described real estate, subject to easements, rights of way, restrictions and reservations of record; also subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Jefferson County, Alabama: And as shown of the right of way maps of Project No. U-214(12) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Jefferson County, Alabama, as an aid to person and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

Transfer of Right-of-Way

A Part of SW 1/4 of the NE 1/4 of Section 8, Township 18-S, Range 2-W, Identified on Project No. U-214(12) in Jefferson County, Alabama and being more fully described as follows:

Commencing on the present north R/W line of an Alley and at a found curved "X" at the SW corner of property described in DB 1541, PG 808 as recorded in the Office of the Judge of Probate in Jefferson County, Alabama;

thence northerly along the west line of said property a distance of 111 feet, more or less, to a point on the west line of the City of Mountain Brook (point also on the present south R/W line of US-280 Ramp), which is the point of BEGINNING;

thence N 0° 59' 51" E and along said city boundary a distance of 27.40 feet to a point on the present west R/W line of Cahaba Road;

thence S 33° 4' 51" E and along said present R/W line a distance of 35.83 feet to a point on the present SW R/W taper to US-280 Ramp;

thence N 82° 23' 30" W and along said present R/W taper a distance of 19.81 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less.

It is fully understood and agreed upon by both parties that title to the above described property shall revert to Grantor in the event property ceases to be used for public and non-proprietary purposes.

CERTIFICATION

STATE OF ALABAMA
COUNTY OF MONTGOMERY

TO: Honorable Kay Ivey, Governor of the State of Alabama:

I, John R. Cooper Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has negotiated with The City of Mountain Brook in the Quitclaim Deed attached, for the transfer of certain property by the State of Alabama, which property is located in Jefferson County, Alabama, and which property is better described in said Quitclaim Deed, and do further certify that all requirements of law with respect to such transfer have been complied with.

This the _____ day of _____, 20__.

JOHN R. COOPER
TRANSPORTATION DIRECTOR

TO HAVE AND TO HOLD, the same unto Grantee, their successors and assigns forever as a public road.

This the _____ of _____, 20__.

APPROVED:

By: JOHN R. COOPER
TRANSPORTATION DIRECTOR

THIS DEED HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

By: LEGAL COUNSEL FOR
ALABAMA DEPARTMENT
OF TRANSPORTATION

THE STATE OF ALABAMA

ATTEST:

By: WES ALLEN
SECRETARY OF STATE OF THE
STATE OF ALABAMA

By: KAY IVEY
GOVERNOR OF ALABAMA

MINUTE BOOK 94

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City enter into an Agreement with the State of Alabama, Department of Transportation for:

The transfer of ownership and maintenance of a portion of right of way near the intersection of Cahaba Road, Culver Road and Lane Park Road at the SR-38 (US-280) ramp under Project No. U-214(12) from ALDOT to the City as stated in the Agreement, legally described as follows:

A part of SW ¼ of the NE ¼ of Section 8, Township 18-S, Range 2-W, Identified on Project No. U-214(12) in Jefferson County, Alabama and being more fully described as follows:

Commencing on the present north R/W line of an Alley and at a found curved "X" at the SW corner of property described in DB 1541, PG 808 as recorded in the Office of the Judge of Probate in Jefferson County, Alabama;

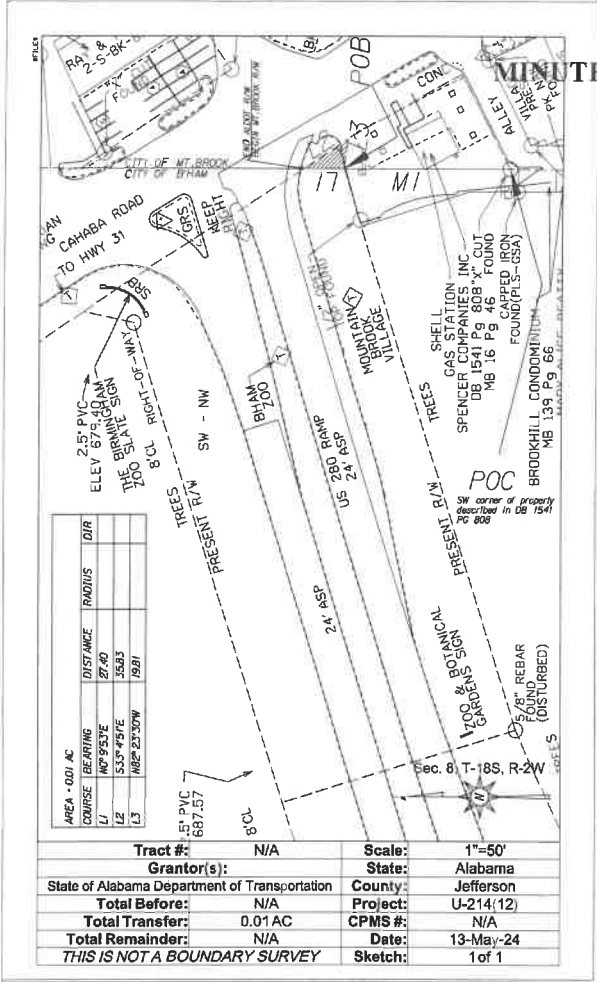
thence northerly along the west line of said property a distance of 111 feet, more or less, to a point on the west line of the City of Mountain Brook (point also on the present south R/W line of US-280 Ramp), which is the point of BEGINNING;

thence N 0°9'53" E and along said city boundary a distance of 27.40 feet to a point on the present west R/W line of Cahaba Road;

thence S 33°4'51" E and along said present R/W line a distance of 35.83 feet to a point on the present SW R/W taper to US-280 Ramp;

thence N 82°23'30" W and along said present R/W taper a distance of 19.81 feet to the point and place of BEGINNING, containing 0.01 acre(s), more or less.

which Agreement is before this Council, and that the agreement be executed in the name of the City, by the City Manager for and on its behalf and that it be attested to by the City Clerk and the seal of the City affixed thereto.



APPENDIX 7

BE IT FURTHER RESOLVED, that upon completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept of record by the City Clerk.

Passed, adopted and approved this ____ day of _____, 20 ____.

ATTESTED:

City Clerk-Heather Richards

City Manager- Sam S. Gaston

I, the undersigned qualified and acting clerk of _____, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such City Council held on the ____ day of _____, 20 ____, and that such resolution is of record in the Minute book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this ____ day of _____, 20 ____.

City Clerk-Heather Richards

SEAL

To: City Council
From: Shanda Williams, Park and Recreation Board
Date: May 21, 2024
Subject: Changing the Scoreboards at the Athletic Complex



MBA has requested that the scoreboards on Fields 3-6 be changed back to the scoreboards that Coke provided before the renovation. Coke has agreed to do this as part of the agreement they have with MBA. They just need our approval since we purchased the new scoreboards that are there now.

The scoreboards that Coke will put up are a generation ahead of the ones we have now and will be retrofitted with a new wireless remote option to operate them by an app on a cell phone. We will not have to plug in a controller to be able to use them. The ones that are there now can not be retrofitted. They will need to mount a device on the concession stand that will communicate with the scoreboards and phones.

Maintenance is also an issue. Thankfully we have not had too much trouble out of these after getting them correctly installed, but if and when something happens, finding a technician and parts will be difficult. Coke will handle most all of the maintenance with the scoreboards they provide.

I did ask them to paint the old scoreboards and make them look good since we have a brand new complex now. They agreed to do that. Another positive about the Coke scoreboards is that they have a clock for timing the games where the current ones do not.

The Park Board was in favor of changing them.

I do not have an agreement with the contractor for this work since they have an agreement with MBA. Our agreement with MBA covers them making improvements to the property with written city approval. They want to do this right after the season ends in June.

We do not have a use for the current scoreboards and believe they should be declared surplus.

Current Scoreboard

Coke Scoreboard: before removed