

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

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

**MAY 28, 2024 6:15 p.m.**

**As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 05282024).**

1. Bids for sidewalk extension on North Woodridge Road from Robin Drive to Locksley Drive-Nathan Currie of Sain Associates (See attached information. This item may be added to the formal agenda.)
2. Villages Design Review Committee reappointment-Steve Boone (See attached information. This item may be added to the formal agenda.)
3. Transfer of ROW agreement with ALDOT for the roundabout project-Steve Boone (See attached information. This item may be added to the formal agenda.)
4. Changing out scoreboards at the Athletic Complex-Shanda Williams (See attached information. This item may be added to the formal agenda.)
5. Halbrog and Arundel traffic calming recommendations-Richard Caudle (See attached information. This item may be added to the formal agenda.)
6. Executive Session



**SAIN**  
ASSOCIATES

**North Woodridge Rd Sidewalk Project**  
**Bid Opening May 21, 2024 @ 2 pm**

| Project Representatives       | Name                | Phone               | Email                                   | Initial Your Attendance |               |
|-------------------------------|---------------------|---------------------|---|-------------------------|---------------|
| Sain                          | Matt Stoops         | 205-263-2180        | mstoops@sain.com                        | MS                      |               |
| Sain                          | Alec Lacey          | 205-263-2101        | alacey@sain.com                         |                         |               |
| Sain                          | Nathan Currie       | 205-263-2129        | ncurrie@sain.com                        | NC                      |               |
| Sain                          | Peyton Murrill      | 205-940-6420        |   |                         |               |
| Mountain Brook                | Sam Gaston          |                     | gastons@mtnbrook.org                    | SG                      |               |
| Mountain Brook                | Ronnie Vaughn       |                     | vaughnr@mtnbrook.org                    |                         |               |
| Mountain Brook                | Janet Forbes        |                     | forbesj@mtnbrook.org                    |                         |               |
| Mountain Brook                | Steve Boone         |                     | boones@mtnbrook.org                     |                         |               |
|                               |                     |                     |   |                         |               |
|                               |                     |                     |   |                         |               |
| Plans Holder List             | Name                | Phone               | Email                                   | Initial Your Attendance | Bid Amount    |
| <b>Bid Service Companies:</b> |                     |                     |   |                         |               |
|                               |                     |                     |   |                         |               |
| <b>Contractors:</b>           |                     |                     |   |                         |               |
| Bulls Construction            | Elliott Bulls       | 256-394-9981        | ebulls@bullsconstructiongroup.com       |                         | 539,249 -     |
| JD Morris                     | Joe Zalewski        | 205-860-0765        | joe@jdmorrisconstruction.com            |                         | 510,000 - 1.5 |
| Massey Paving                 | Roger Willlamson    |                     | roger@masseypaving.com                  |                         |               |
| Southeastern Sealcoat         | David Henderson     | 205-441-7321        | david@southeasternsealcoating.com       |                         | 820,616 -     |
| Wright Construction           | Houston Lawless     |                     | hlawless@wcc-birmingham.com             |                         |               |
| Wright Construction           | Kyle Clark          |                     | kyle@wcc-birmingham.com                 | JK                      | 564,000 -     |
| <b>JD MORRIS</b>              | <b>DANNY WALKER</b> | <b>205-282-2100</b> | <b>DWALKER@JDMORRISCONSTRUCTION.COM</b> |                         |               |
| <b>Invited Contractors:</b>   |                     |                     |   |                         |               |
| Avery Landscape               | Heath Avery         |                     | averylandscapeandassociates@gmail.com   |                         |               |
| CB & A Construction           | Eric Argo           |                     | argoed@cba-projectmgmt.com              | EA                      | 407,129 -     |
| Gillespie Construction        | McKinlee Gillespie  |                     | mgillespie@gillespieconstruction.net    | MG                      | 553,765 -     |
| Wright Construction           | Landon Ditto        |                     | landon@wcc-birmingham.com               |                         |               |
| Midsouth paving               | Robert (Bob) Watson | 205-612-9992        | robert.watson@midsouthpaving.com        |                         |               |
| Wiregrass                     | Micheal Doss        |                     | mdoss@wiregrassconstruction.com         |                         |               |
| James Paving                  | Larry James         | 205-283-4818        | jamespavingco@outlook.com               |                         |               |
| Norris Paving                 | Granger Wald        |                     | granger@norrispaving.com                |                         |               |
| Vulcan                        | Charles Pullin      | 256-312-1477        | pullinc@vmcmail.com                     |                         |               |

**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

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.

|   |              |              |                                    |
|---|--------------|--------------|------------------------------------|
| <b>TOTAL LUMP SUM AMOUNT TO CONSTRUCT PROJECT \$</b>    |              |              | <u>407,129.00</u>                  |
| <u>CB&amp;A Construction, LLC</u>                       |              |              | <u>05/21/2024</u>                  |
| <i>Name of Firm or Company Submitting Bid</i>           |              |              | <i>Date of Bid</i>                 |
| <u>44 Inverness Center Parkway</u>                      |              |              | <u>83-0724821</u>                  |
| <i>Street Address</i>                                   |              |              | <i>Tax Id # of Bidder</i>          |
| <u>Hoover</u>   | <u>AL</u>    | <u>35242</u> |                                    |
| <i>City</i>   | <i>State</i> | <i>Zip</i>   |                                    |
| <u><i>Tyler Sample</i></u>                              |              |              | <u>205-995-6163</u>                |
| <i>Signature of Bidder Representative</i>               |              |              | <i>Office Ph. # Bidder</i>         |
| <u>Tyler Sample</u>                                     |              |              | <u>470-808-1870</u>                |
| <i>Printed Name Representative Executing for Bidder</i> |              |              | <i>Cell Ph. # Bidder Contact</i>   |
| <u>Vice President of Construction</u>                   |              |              | <u>Sampleto@cba-projectmgt.com</u> |
| <i>Title</i>  |              |              | <i>Email Address Bidder Rep.</i>   |

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

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

SEAL



**Notes:**

- Bidders also must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses

**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

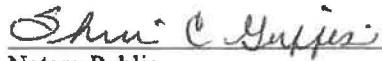
By:   
*Signature of Bidder Representative*

Printed Name: Tyler Sample

Its: Vice President of Construction  
*Title*

Date: 05/21/24

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

  
Notary Public

October 13, 2024  
Commission Expiration Date

SEAL



**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@cba-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, Sitework, demolition, sitework, 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 applic.): \_\_\_\_\_
- (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; 38
- (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

Sherri 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:            | 205-332-6827   |
| 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.

**Exhibit B -Bidder Qualification Form**

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**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:

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(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:

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(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:

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(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

CB&A Construction, LLC

(Type or Print)

By: *Tyler O. Sample*

Signature

Tyler Sample

Printed Name

Its: Vice President of Construction

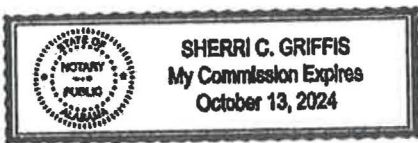
Title of Representative

Sworn to and subscribed before me on this 20<sup>th</sup> day of May 2024.

*Sherril C. Griffis*  
Notary Public

SEAL

*October 13, 2024*  
Commission Expiration Date



**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 32246, as Surety, are  
hereby held and firmly bound unto the City of Mountain Brook, as obligee, hereinafter called the  
City, in the sum of 5% of The Attached Bid, Not to Exceed \$10,000.00 Dollars (\$ 5%  
) 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.

**Exhibit C – Bid Bond Form**

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: 

Name and Title: TYLER SAMPLE, VP OF CONSTRUCTION

Address: 44 Inverness Center Parkway, Hoover, AL 35242

Witness:  John Cardwell

**SURETY (Sign & Print Full Name)**

Company: NGM Insurance Company

Agent: 

Attorney-in-Fact: Charles E. Carper, W  
(Attach certified copy of Power of Attorney)

Address: 5300 Cahaba River Rd., Ste. 150, Birmingham, AL 35243

Attest: 

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.



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, recognizance 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, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office 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:

[Handwritten signature of Lauren K. Powell]

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.

[Handwritten signature of Notary Public]

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is 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.

[Handwritten signature of Andrew Rose]

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:
  - City of Talladega
  - City of Mountain Brook
  - City of Birmingham
  - City of Gadsden
  - City of Jacksonville
  - City of Leeds
  - City of Jemison
  - Rise Iron and Oak Apartments
  - 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:**

**06/21-12/21:**  
**Advon Corporation**  
**Tallahassee, FL**

Senior Project Manger  
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:**

**11/19-12/20:**  
**Samet Corporation**  
**Charleston, SC**

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

**01/11-06/19:**  
**Brasfield & Gorrie, LLC.**  
**Birmingham, AL**

Project Manager

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

Ft. Benning 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

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).

| <b>PRODUCER</b><br>Thompson Insurance, Inc.<br>PO Box 11408<br>Montgomery AL 36111<br><br>License#: 79250<br>CB&ACON-01 | <b>CONTACT NAME:</b> Drew Gunn / Karen McDaniel<br><b>PHONE (A/C, No, Ext):</b> 334-277-8970<br><b>E-MAIL ADDRESS:</b> k.mcdaniel@thomins.com  | <b>FAX (A/C, No):</b> 334-271-0491 |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
|---|--|------------------------------------|-------------------------------|--------|--------------------------------------|-------|---|-------|--|--|---|-------|------------|--|------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Frankenmuth Insurance Co.</td> <td>13986</td> </tr> <tr> <td>INSURER B: Westchester Surplus Lines Ins.</td> <td>10172</td> </tr> <tr> <td>INSURER C: Sheffield Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |                                    | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Frankenmuth Insurance Co. | 13986 | INSURER B: Westchester Surplus Lines Ins. | 10172 | INSURER C: Sheffield Insurance Company |  | INSURER D: Ace American Insurance Company | 22667 | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER A: Frankenmuth Insurance Co.  | 13986  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER B: Westchester Surplus Lines Ins.   | 10172  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER C: Sheffield Insurance Company  |  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER D: Ace American Insurance Company   | 22667  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER E:  |  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |
| INSURER F:  |  |                                    |                               |        |                                      |       |   |       |  |  |   |       |            |  |            |

**INSURED**  
 CB&A Construction, LLC  
 300 Cahaba Park Circle, Suite 220  
 Birmingham AL 35242

**COVERAGES**

CERTIFICATE NUMBER: 1864697052


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|----------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |           |          | 6728280                          | 5/30/2023               | 5/30/2024               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | 6728279                          | 5/30/2023               | 5/30/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 6728280                          | 5/30/2023               | 5/30/2024               | EACH OCCURRENCE \$ 6,000,000<br>AGGREGATE \$ 6,000,000<br>\$   |
| C<br>D   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A   |           |          | 600-2024-35293-02<br>HDOG7146064 | 1/1/2024<br>1/1/2024    | 12/31/2024<br>1/1/2025  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| B<br>A   | Pollution Liability<br>Rented & Leased Equipment  |           |          | G718003250-05<br>6728280         | 4/13/2024<br>5/30/2023  | 4/13/2025<br>5/30/2024  | Limit 1,000,000<br>Limit 500,000   |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                   |  |
|-------------------|--|
| Proof of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                   | AUTHORIZED REPRESENTATIVE<br>  |

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STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 53197  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**CB&A CONSTRUCTION, LLC**

**BIRMINGHAM, AL 35242**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BCU4: BUILDING CONSTRUCTION UNDER FOUR STORIES, MU-S: CONCRETE, MU-S: DRAINAGE AND CULVERT, MU-S: SITE WORK**

until **October 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

13th day of November, 2023

201202

*Michael B. Ten*

SECRETARY-TREASURER

*Charles A. Underhill*

CHAIRMAN



**CB&A Construction, LLC**

**FINANCIAL STATEMENTS**

**YEAR ENDED DECEMBER 31, 2023**

# CB&A Construction, LLC

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| Statements of Income and Member's Capital..... | 4                  |
| Statement of Cash Flows.....                   | 5                  |
| Notes to Financial Statements.....             | 6 – 8              |



# HUGHETT SANDERS

*CPAs and Advisors*

David A. Hughett, CPA, CFE  
B. Scott Sanders, CPA  
Bevin W. Barber

---

Cynthia E. Rogers, CPA  
Wendy D. Hellings, CPA

## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

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.



**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.

*Kugleff Sanders, LLC*

Birmingham, Alabama

April 23, 2024

# 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

# CB&A Construction, LLC

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

|  |                     |
|--|---------------------|
| <b>REVENUES</b>                                |                     |
| Construction revenues                          | \$ 11,302,966       |
| Interest                                       | 4,249               |
| Other  | 2,734               |
|  | <u>11,309,949</u>   |
| <b>COSTS</b>                                   |                     |
| 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>    |
|  | <b>GROSS PROFIT</b> |
|  | <u>6,081,919</u>    |
| <b>EXPENSES</b>                                |                     |
| Automobile and truck                           | 99,767              |
| Bonds and bids                                 | 45,011              |
| Depreciation                                   | 347,826             |
| Dues and subscriptions                         | 10,983              |
| Employee 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>    |
|  | <b>NET INCOME</b>   |
|  | <u>1,138,662</u>    |
| <b>MEMBER'S CAPITAL, beginning of the year</b> | 1,633,240           |
| Member's distributions                         | <u>(736,652)</u>    |
| <b>MEMBER'S CAPITAL</b>                        | <u>\$ 2,035,250</u> |

See independent accountants' review report

# CB&A Construction, LLC

## STATEMENT OF CASH FLOWS

Year Ended December 31, 2023

### 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 estimated earnings         | <u>(651,621)</u> |

NET CASH USED IN OPERATING ACTIVITIES 2,050,878

### CASH FLOWS USED BY INVESTING ACTIVITIES

|                                       |           |
|---------------------------------------|-----------|
| Acquisition of vehicles and equipment | (413,448) |
|---------------------------------------|-----------|

### CASH FLOWS FROM FINANCING ACTIVITIES

|                         |                  |
|-------------------------|------------------|
| Note principal payments | (215,290)        |
| Member's distributions  | <u>(736,652)</u> |

NET CASH PROVIDED BY FINANCING ACTIVITIES (951,942)

NET INCREASE IN CASH 685,488

CASH AND CASH EQUIVALENTS, beginning of year 446,217

CASH AND CASH EQUIVALENTS, end of year \$ 1,131,705

|                        |          |
|------------------------|----------|
| Cash paid for interest | \$ 3,236 |
| Noncash transactions   | None     |

See independent accounts' review report

# 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:

| <u>Project</u>                  | <u>Amount</u>     |
|---------------------------------|-------------------|
| City of Oneonta, Alabama        | \$ 12,803         |
| City of Arab, Alabama           | 38,053            |
| City of Mountain Brook, Alabama | 66,630            |
| City of Jemison, 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> |

**CITY OF MOUNTAIN BROOK**



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

**DATE:** 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 11<sup>th</sup> to serve the remainder of George Israel's term which was vacated prior to its completion. That term ends on May 29<sup>th</sup>. Please consider Ms. Gorman for reappointment for a full 3 year term.

**AGREEMENT BETWEEN THE  
STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MOUNTAIN BROOK**

---

**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:

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

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}**

SEAL:

ATTEST:

CITY OF MOUNTAIN BROOK

\_\_\_\_\_  
Clerk (Signature)

BY: \_\_\_\_\_

SAM S. GASTON  
CITY MANAGER

HEATHER RICHARDS  
CITY CLERK

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

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

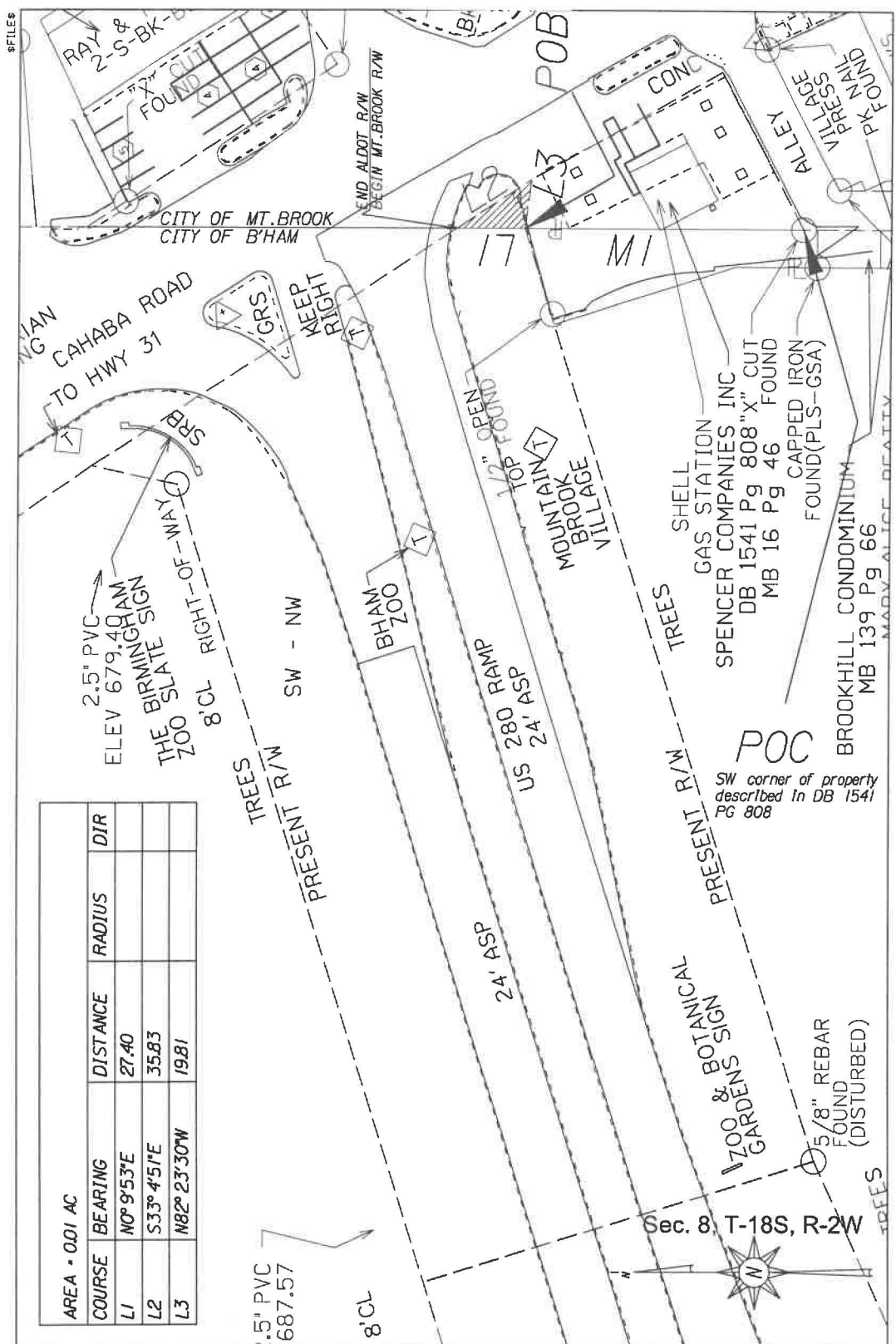
APPROVED:

ALABAMA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
JOHN R. COOPER  
TRANSPORTATION DIRECTOR

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

EXHIBIT A



| COURSE | BEARING        | DISTANCE | RADIUS | DIR |
|--------|----------------|----------|--------|-----|
| L1     | N0° 9' 53" E   | 27.40    |        |     |
| L2     | S33° 45' E     | 35.83    |        |     |
| L3     | N82° 23' 30" W | 19.81    |        |     |

|   |         |          |           |
|---|---------|----------|-----------|
| Tract #:                                      | N/A     | Scale:   | 1"=50'    |
| Grantor(s):                                   |         | State:   | Alabama   |
| State of Alabama Department of Transportation |         | County:  | Jefferson |
| Total Before:                                 | N/A     | Project: | U-214(12) |
| Total Transfer:                               | 0.01 AC | CPMS #:  | N/A       |
| Total Remainder:                              | N/A     | Date:    | 13-May-24 |
| THIS IS NOT A BOUNDARY SURVEY                 |         | Sketch:  | 1 of 1    |



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

**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 "Grantee," 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 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.**

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.

**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**

**CERTIFICATION**

**STATE OF ALABAMA**

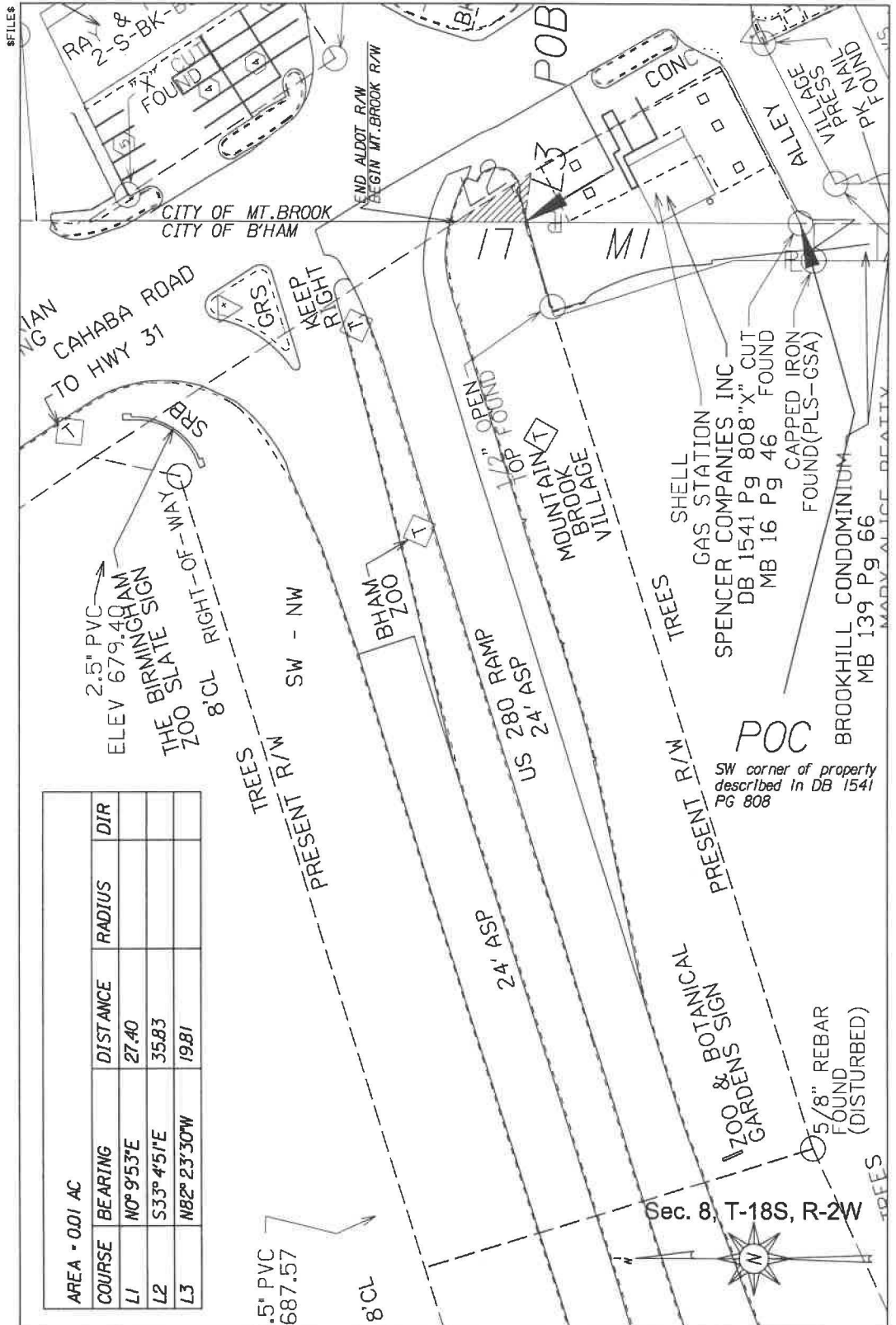
**COUNTY OF MONTGOMERY**

**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**



| AREA = 0.01 AC |               |          |        |     |
|----------------|---------------|----------|--------|-----|
| COURSE         | BEARING       | DISTANCE | RADIUS | DIR |
| L1             | N0° 9' 53"E   | 27.40    |        |     |
| L2             | S33° 4' 51"E  | 35.83    |        |     |
| L3             | N82° 23' 30"W | 19.81    |        |     |

|   |        |                 |           |
|---|--------|-----------------|-----------|
| <b>Tract #:</b>                               | N/A    | <b>Scale:</b>   | 1"=50'    |
| <b>Grantor(s):</b>                            |        | <b>State:</b>   | Alabama   |
| State of Alabama Department of Transportation |        | <b>County:</b>  | Jefferson |
| <b>Total Before:</b>                          | N/A    | <b>Project:</b> | U-214(12) |
| <b>Total Transfer:</b>                        | 0.01AC | <b>CPMS #:</b>  | N/A       |
| <b>Total Remainder:</b>                       | N/A    | <b>Date:</b>    | 13-May-24 |
| <b>THIS IS NOT A BOUNDARY SURVEY</b>          |        | <b>Sketch:</b>  | 1 of 1    |

RESOLUTION NUMBER \_\_\_\_\_

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 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 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.

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.

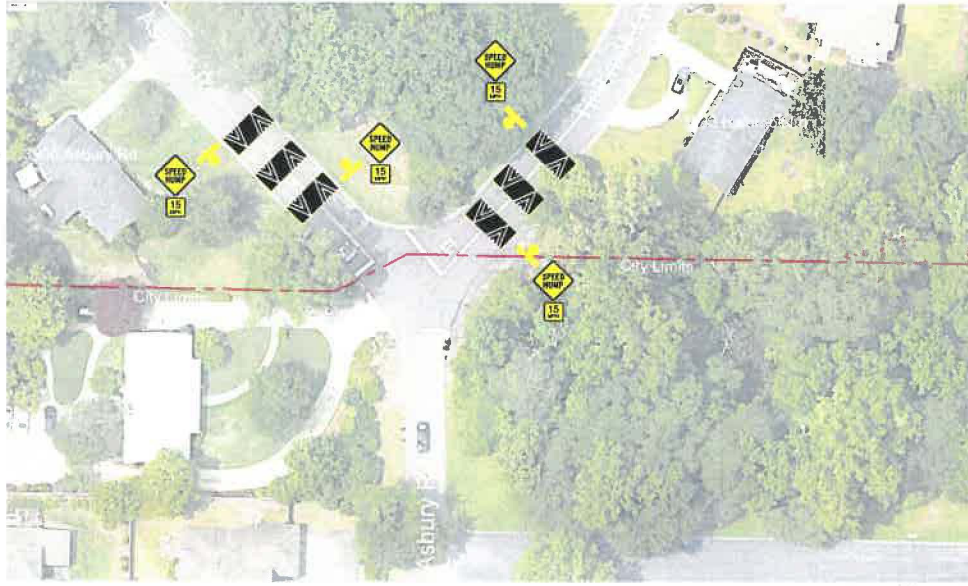
We do not have a use for the current scoreboards and believe they should be declared surplus.

Current Scoreboard

Coke Scoreboard: before removed







0' 15' 30' 45' 60'  
Graphic Scale in Feet

REQUIRED SIGNS

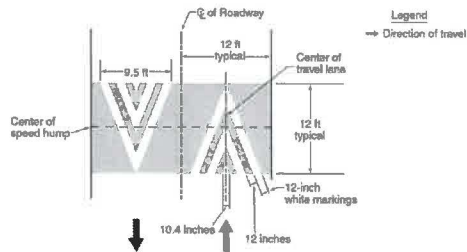


W17-1  
30"x30"

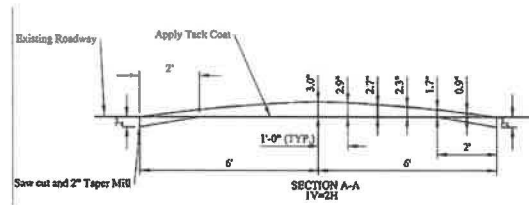


W13-1P  
18"x18"

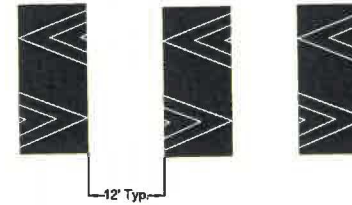
SPEED HUMP DETAIL



SPEED HUMP CROSS SECTION



SPEED HUMP SPACING DETAIL



|                |                 |   |  |
|----------------|-----------------|---|--|
| DATE: 07/21/24 |                 | PROJECT: HALBROOK LN, ARUNDEL DR, AND ASBURY RD |  |
| DRAWN BY: JLD  | CHECKED BY: JLD | MOUNTAIN BROOK, ALABAMA                         |  |
| DESIGNER: JLD  | DATE: 07/21/24  | TRAFFIC CALMING DEVICE                          |  |
| SHEET NO: 1    |                 | DATE PLOTTED: 07/21/24                          |  |

|               |              |
|---------------|--------------|
| NO. OF SHEETS | TOTAL SHEETS |
| 1             | 1            |

**SKIPPER Consulting, Inc.**  
 Transportation Engineering and Planning Consultants  
 3654 Vami Road, Suite 100  
 Birmingham, AL 35215  
 Telephone: (205) 663-9857 Fax: (205) 665-9825

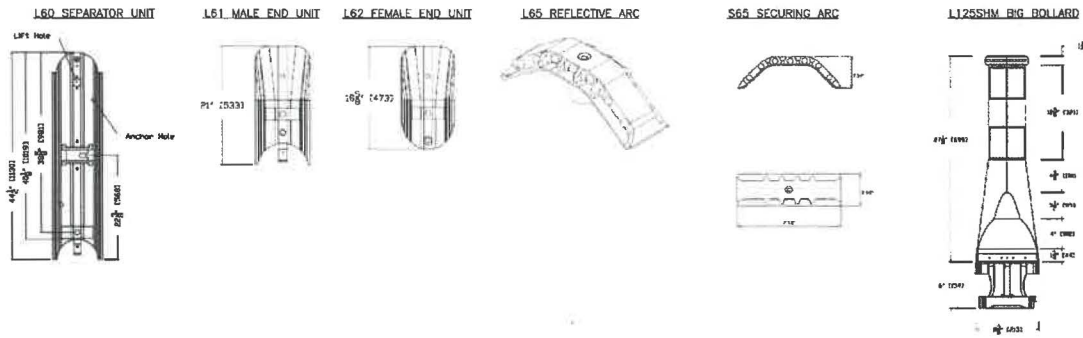


|           |           |  |
|-----------|-----------|--|
| DATE      | SCALE     | <b>HALBROOK LN, ARUNDEL DR, AND ASBURY RD</b><br>MOUNTAIN BROOK, ALABAMA<br><br><b>TRAFFIC CALMING</b><br><b>DEVICE DESIGN</b> |
| SHEET NO. | DRWING BY |  |
|           | PLACED BY |  |
|           | FILE NAME |  |
|           | PLAN/EWG  |  |
| <b>2</b>  |           |  |

**SKIPPER Consulting, Inc.**  
 Transportation Engineering and Planning Consultants  
 3644 Vann Road, Suite 100  
 Birmingham, AL 35235  
 Telephone: (205) 655-8835 Fax: (205) 655-8825

| NO. | REVISION | DATE |
|-----|----------|------|
|     |          |      |
|     |          |      |
|     |          |      |
|     |          |      |

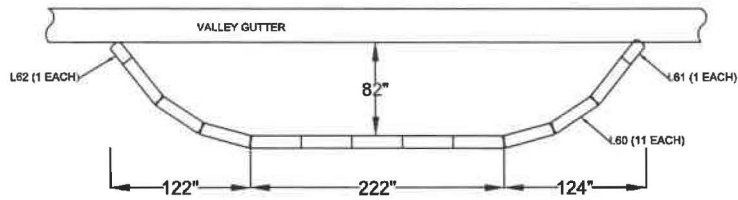
QUICK KURB PARTS DETAILS



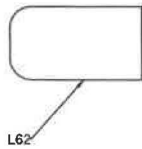
CONSTRUCTION NOTES

1. L125SHM BOLLARDS SHALL BE WHITE WITH YELLOW REFLECTIVE SHEETING,
2. L60 SEPARATOR UNITS, L61 MALE END UNITS, AND L62 FEMALE END UNITS SHALL BE WHITE.
3. ANCHORING SYSTEM FOR QUICK KURB ELEMENTS SHALL BE FULLY ANCHORED.
4. EACH L60 SEPARATOR UNIT SHALL BE EQUIPPED WITH ONE L65 REFLECTIVE ARC, ONE S65 SECURING ARC, AND ONE L125SHM BOLLARD.
5. EACH L61 MALE END UNIT SHALL BE EQUIPPED WITH ONE L65 REFLECTIVE ARC.
6. INSTALLER TO PROVIDE TRAFFIC CONTROL AS PER MUTCD PART 6 DURING CONSTRUCTION ACTIVITIES.
7. SIGNS SHALL BE REMOVED FROM EXISTING POST AND PLACED ON NEW POLE.
8. SIGNAL HEADS SHALL BE BLACK HOUSING AND VISORS.
8. EQUIVALENT EQUIPMENT MAY BE SUBSTITUTED FOR MODEL NUMBERS SPECIFIED IN THE LISTING OF QUANTITIES.

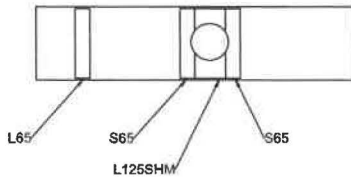
QUICK KURB CHICANE LAYOUT



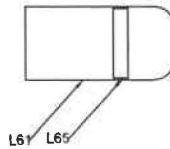
FEMALE END UNIT DETAIL



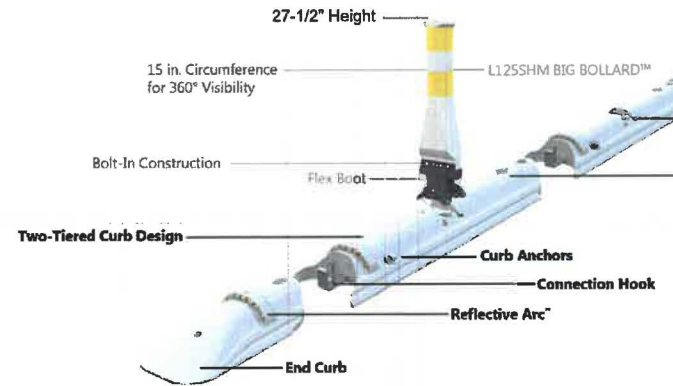
SEPARATOR UNIT DETAIL



MALE END UNIT DETAIL



QUICK KURB ILLUSTRATION



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 Transportation Engineering and Planning Consultants  
 3644 Yarn Road, Suite 100  
 Birmingham, AL 35235  
 Telephone: (205) 685-9855 Fax: (205) 685-9835

HALBROOK LN. ARUNDEL DR. AND GEBURY RD  
 MOUNTAIN BROOK, ALABAMA  
 TRAFFIC CALMING  
 DEVICE DESIGN

DATE: 05/24/23  
 DRAWN BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 PLOTTED BY: [REDACTED]

3