MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 21, 2020

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet video or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in special public session by way of Internet video conference on Monday, the 21st day of September 2020, at 8:00 a.m. The meeting was then called to order by the Council President and the roll was called with the following results:

Present:
Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III

Absent: None

Also present were City Attorney Steven Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. CONSIDERATION OF A RESOLUTION (NO. 2020-158) ASSENTING TO THE APPROVAL OF ALL PHASE 1 AND PHASE 2, CHANGE-ORDER MODIFICATIONS IN THE ESTIMATED AMOUNT OF, AND NOT TO EXCEED OF, $295,379 BY THE MOUNTAIN BROOK BOARD OF EDUCATION AND ALABAMA BUILDING COMMISSION WITH RESPECT TO THE SYNTHETIC TURF PROJECT IMPLEMENTATION AGREEMENT BETWEEN THE CITY AND MOUNTAIN BROOK BOARD OF EDUCATION (RESOLUTION NO. 2020-075 DATED MAY 26, 2020) (EXHIBIT 1, APPENDIX 1)

Council President Smith introduced the resolution in writing. Council President Pro Tempore Pritchard stated that only the Phase 1 change-orders were under consideration at this time. The other changes will be formally considered at a later date. Parks and Recreation Superintendent Shanda Williams was asked to obtain a quote from Gray’s Tree Service for the stump removal which, if less than $3,000, can be removed from the Phase 1 change-order list. There being no further discussion or comments, President Smith called for a motion.

It was moved by Council President Pro Tempore Pritchard that the resolution be passed. The motion for adoption of the resolution was seconded by Council member Black and upon the question the vote thereon was as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said resolution (no. 2020-158) is adopted by a vote of 5—0 and as evidence thereof she signed the same.
1. CONSIDERATION OF A RESOLUTION (NO. 2020-159) AUTHORIZING THE EXECUTION OF A CONTRACTOR AGREEMENT WITH GRAY’S TREE SERVICE WITH RESPECT TO THE ATHLETIC COMPLEX IMPROVEMENT PROJECT (EXHIBIT 2, APPENDIX 2)

Council President Smith introduced the resolution in writing. Parks and Recreation Superintendent Shanda Williams stated that, if approved, Gray’s Tree Service will try to perform the work this weekend. If the work is not finished, the work will have to be delayed until after the fall baseball season (a few weeks). There being no further discussion or comments, President Smith called for a motion.

It was moved by Council member Shelton that the resolution be passed. The motion for adoption of the resolution was seconded by Council President Smith and upon the question the vote thereon was as follows:

Ayes: Virginia C. Smith, Council President
      William S. Pritchard, III, Council President Pro Tempore
      Philip E. Black
      Lloyd C. Shelton
      Alice B. Womack

Nays: None

Council President Smith thereupon declared that said resolution (no. 2020-159) is adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. ADJOURNMENT

There being no further business matters for discussion, Council President Smith adjourned the meeting at approximately 8:10 a.m.

3. CERTIFICATION

I, Steven Boone, 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 by Internet teleconference on September 21, 2020, 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 September 28, 2020
EXHIBIT 1

RESOLUTION NO. 2020-158

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that City Council hereby assents to the approval of all Phase 1 and Phase 2, Change-order No. 1 modifications, attached hereto (Exhibit A), in the estimated amount of, and not to exceed of, $295,379 by the Mountain Brook Board of Education and Alabama Building Commission with respect to the Synthetic Turf Project Implementation Agreement between the City and Mountain Brook Board of Education (Resolution No. 2020-075 dated May 26, 2020).

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-159

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a Contractor Agreement with Gray’s Tree Service, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A, with respect to the Athletic Complex improvement project.

APPENDIX 2
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate Sewer and Water Line Field 6</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Install water line across Field 3</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Demo Existing Irrigation Boxes</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Demolish Commissioner Boxes</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Tree Stump Removal</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Retaining Wall Behind Field 5 near cage</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Demo Blocks to Extend Dugout Seating</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Temporary Erosion Measures (i.e., rod, pine straw or gravel)</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Concrete Pavement &amp; Drainage between Field 5 &amp; 6</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Retaining Wall Behind Left Field at Field 4</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Scoreboard Power @ Field 3-6</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Scoreboard Power @ Field 7</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Add 7 Light Poles (poles only), Underground Conduit</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>Batting Cage Field 3</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Lights at Cages &amp; Field 7 Bullpen</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Field 7 Bullpen</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Turf Area Behind Field 3</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Score Platforms</td>
<td>$28,400.00</td>
</tr>
<tr>
<td>Configure Wireless Scoreboards</td>
<td>$4,875.00</td>
</tr>
<tr>
<td>Outfield Windscreen Field 3-6</td>
<td>$6,194.00</td>
</tr>
<tr>
<td>Credit for Field 6 Batter's Eye and Field 7 Backstop Pads</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Contingency in Contract</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>VE Pedestrian Light Fixtures</td>
<td>$21,500.00</td>
</tr>
<tr>
<td><strong>CHANGE ORDER 1 TOTAL</strong></td>
<td><strong>$295,379.00</strong></td>
</tr>
</tbody>
</table>

September 18, 2020

City of Mountain Brook
P.O. Box 130059
Mountain Brook, Alabama 35213

RE: Mountain Brook Youth Complex and Girls Softball Field
Project #LB#M#190004
Construction Schedule and Change Order 1

As requested, GMC has provided a scheduling chart that takes a look at all improvements to the Youth Complex over the next calendar year, their associated costs, and the construction time frame. In conjunction with Morris Shea, we took a look at short-term construction items that could be completed prior to the fall baseball season that will begin on October 4th and those that would need to wait until after the season. Outside of minor items that could be addressed at a specific time frame during the day, construction would take a break until mid-November to allow a safe environment for fall baseball season. All construction on this contract, including change orders, shall be completed by November 30th. Long-term renovations (Phase 2) to the Youth Complex is scheduled to bid early March 2021 and begin construction by May 2021.

Change Order 1 will be in the amount of $195,979 and includes items to ensure the safety and welfare of the players and spectators of sporting events at the complex.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Goodwyn, Mills & Cawood, Inc.

E. Dale Brasher, PLA
Landscape Architecture
CONTRACTOR AGREEMENT

The Contractor (hereinafter referred to as the "Contractor") shall enter into a written agreement with the City of Montecito, California (the "City"), for the construction of the City's new police station. The agreement shall be in accordance with the City's specifications and shall be subject to the terms and conditions set forth in this document.

1. Work. The Contractor shall perform all work required to construct the new police station as described in the City's specifications. The Contractor shall be responsible for all work performed under this agreement and shall be liable for any losses or damages sustained as a result of the Contractor's negligence or breach of contract.

2. Payment. The City shall pay the Contractor in accordance with the terms of this agreement. Payments shall be made in accordance with the City's approved payment schedule. The Contractor shall submit invoices for payment in accordance with the City's payment procedures.

3. Liabilities. The Contractor shall be responsible for all liabilities arising out of the construction of the new police station. The Contractor shall indemnify and hold harmless the City from and against any claims, losses, or damages sustained as a result of the Contractor's negligence or breach of contract.

4. Termination. The agreement may be terminated by either party upon 30 days notice in writing. In the event of termination, the Contractor shall be responsible for all work performed up to the date of termination and shall be liable for any losses or damages sustained as a result of the Contractor's negligence or breach of contract.

5. Liens. The Contractor shall not have any liens against the new police station unless all work has been completed in accordance with the City's specifications.

6. Governing Law. The agreement shall be governed by the laws of the State of California.

The Contractor and the City agree to the terms and conditions set forth in this agreement.

City of Montecito

[Signature]

City Manager

[Date]

City of Montecito

[Signature]

Contractor Representative

[Date]
EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and September 17, 2020 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 enter into an agreement on the scope of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule:
Weather permitting, Contractor expects to complete the Work within an approximate 10 week period after execution of the Agreement and the City provides a Notice to Proceed.

3. Project Representative:

<table>
<thead>
<tr>
<th>City Project Representative</th>
<th>Contractor Project Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stedra Williams</td>
<td>Gil Gray</td>
</tr>
<tr>
<td>2378 Bellona Drive</td>
<td>3535 Landsdown Road</td>
</tr>
<tr>
<td>Bessemer, AL 35021</td>
<td>Bessemer, AL 35021</td>
</tr>
<tr>
<td>Email: <a href="mailto:williams@bemcom.com">williams@bemcom.com</a></td>
<td><a href="mailto:gil.gray@bemcom.com">gil.gray@bemcom.com</a></td>
</tr>
<tr>
<td>Day Tel #: 205-632-3879</td>
<td>Day Tel #: 205-268-9882</td>
</tr>
</tbody>
</table>

4. Special Conditions:

Tree removal quote for complex:
Gil Gray gil.gray@bemcom.com
To: Stedra Williams williams@bemcom.com

I apologize, I have a dental emergency today. I will have to turn in the estimate to the office before we can get this completed (operating with their shops). I will try to have it in by lunch, but it may take a day or so. Would you like to have a call with me today to discuss in more detail. What sounds like a good time? I’m free in the afternoon and morning.

Gil Gray 205-268-9882
Off Hours: 205-268-9882

From: Stedra Williams williams@bemcom.com
Sent: Thursday, September 23, 2020 11:03 PM
To: Gil Gray gil.gray@bemcom.com
Subject: Tree removal quote for complex

I'm not sure what you're asking for. Are you giving us a quote for the trees that need to be removed?