

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 23, 2022**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 23rd day of May, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Pro Tempore called the pre-meeting to order and the roll was called with the following results:

Present: William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Virginia C. Smith
Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Spartan Recognition Program

Heather Richards-City Clerk

- The program is for Mountain Brook employees
- This program would promote a positive and enriched environment where employees recommend each for exemplary services provided
- One winner from each department (Police, Fire, Public Works, Park & Rec., Library, and City Hall) would receive 8 hours to be credited to their personal holiday bank
- Drawings for the winner will be conducted at the start of the fiscal year (all names from the previous fiscal year will be discarded)
- Recommendations must be made on the recommendation form
- All forms will go to the supervisor to verify the validity of the recommendation
- Only non-supervisory employees are eligible
- Contacted the Alabama League of Municipalities and the Jefferson County Personnel Board to get their approval

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-071)

2. Police Department request to replace the jail camera system server now instead of in FY2023

Jaye Loggins-Police Chief

- \$56,000 available in ERS
- The jail camera system server was to be replaced in FY2023, but the server failed several weeks ago

- Attempts have been made to repair the server but it continues to fail; therefore, the acceleration of the purchase needs to be made
- If the server fails completely, jail operations will have to cease until it is replaced due to liability
- New server will take 5 to 8 weeks to come in
- Received a proposal of \$80,051 from Alscan

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-072)

3. Conditional Use request for Therapy South to expand into adjoining retail space at 201-205 Country Club Park

Dana Hazen-Director of Planning, Building, and Sustainability

- Therapy South wants to expand to adjoining tenant space (previously Once Upon a Time)
- They would go from 9 patients to 11 patients at peak hour
- Not increasing staff
- Country Club Park has surplus of 11 parking spaces

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-073)

4. Change order #5 for the Athletic Complex project

John Bricken-GMC

- Last change order for this project
- Ran into rock and utilities when digging started

Whit Colvin-City Attorney

- Rely on architecture certification to justify need for change order, everything in order

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-075)

5. Agreement with Morris-Shea for fill work at Field #1

Sam Gaston-City Manager

- Received approval from State to do the fill and move the right of way fence down
- This agreement is to move soil to the location
- There is no cost to move soil

Whit Colvin-City Attorney

- Some engineering will need to be done
- Soil tests will need to be conducted

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-074)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further topics for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a real estate matter and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Womack. Then, upon the question being put and the roll called, the vote was recorded as follows:

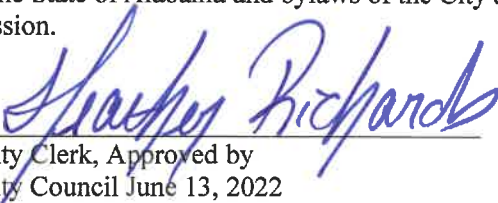
Ayes: William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Alice B. Womack

Nays: None

President Pro Tempore Pritchard then adjourned the pre-meeting at approximately 6:20 p.m.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on May 23, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.


City Clerk, Approved by
City Council June 13, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 23, 2022**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 23rd day of May, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard III Chairman, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Stewart Welch III, Mayor

Absent: Virginia C. Smith
Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

1. GREG COOK, SUPEREME COURT CANDIDATE TO ADDRESS COUNCIL

Greg Cook-Supreme Court Candidate

- Running because he believes in public service
- Served in the US Air Force for 4 years
- Vice President with the Greater Alabama Boy Scout Council
- Deacon at Dawson Baptist Church
- 30 years practicing law
- Wrote 2,000 page book on the rules of court in Alabama
- Lawyer for the Republican party for many years
- Thanked the council for all they do for the city
- Stated he will follow the rule of the law, he knows election law, and he is qualified for this position

2. CONSENT AGENDA

Council President Pro Tempore Pritchard announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the May 9, 2022, regular meeting of the City Council

2022-069	Declare certain property surplus and authorizing it sale at public Internet auction.	Exhibit 1, Appendix 1
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2022-070	Designate Lindsay Gardner and Gloria Repolesk as Authorized Signatories/Guarantors with respect to the City's Truist Bank commercial credit/purchasing cards.	Exhibit 2
2022-071	Authorize the establishment of the Spartan Recognition Program	Exhibit 3, Appendix 2
2022-072	Authorize the purchase of a new Police Department jail camera system server and accept the proposal submitted by Alscan with respect to replacing existing police and jail servers with new Avigilon servers	Exhibit 4, Appendix 3
2022-073	Approve the conditional service use application submitted by Therapy South for property at 201 and 205 Country Club Park	Exhibit 5, Appendix 4
2022-074	Execute a contractor agreement between the City and Morris Shea Bridge Company Inc. with respect to the fill project at the Mountain Brook Athletic Complex Field #1	Exhibit 6, Appendix 5
2022-075	Authorize the execution of change order No. 5 with respect to the [baseball] Field 1 improvement project	Exhibit 7, Appendix 6

Thereupon, the foregoing minutes and resolutions (Nos. 2022-069 through 2022-072), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Womack. The minutes and resolutions were then considered by the City Council. Council Member Garner seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2022-069 through 2022-075) were adopted by a vote of 3—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

Council President Pro Tempore announced the next regular meeting of the City Council is June 13, 2022, 7:00p.m.

4. ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard adjourned the meeting at approximately 7:06p.m.

5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 23, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

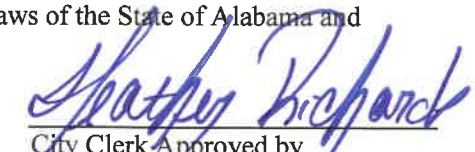

 City Clerk Approved by
 City Council June 13, 2022

EXHIBIT 1
RESOLUTION NO. 2022-069

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following equipment owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property:

Item	Manufacturer	Model	Number
Round Table (Blue top)	N/A	N/A	2
Plastic Table (White)	N/A	N/A	1
Table (Brown)	N/A	N/A	1
Chairs	N/A	N/A	8
HDMI DTV	Vizio	N/A	1
Microwave	Sharp	N/A	1
TV Cart	N/A	N/A	1
Wire Utility Cart	N/A	N/A	1

Dispatch
 Console Bramic M46-HD 3
 Desks

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2022-070

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby designates the following individuals as Authorized Signatories/Guarantors with respect to the City’s Truist Bank commercial credit/purchasing cards:

Legal Name and Address of Applicant	
City of Mountain Brook, Alabama	FEIN: 63-6001325
dba\O’Neal Library	Tax Exempt
50 Oak Street	Incorporated: March 1942
Mountain Brook, AL 35213	
Named Authorized Signers/ Guarantors	Signatures
Lindsay Gardner lgardner@oneallibrary.org	
Gloria Repolesk grepolesk@onealibrary.org	

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the aforementioned Authorized Signers/Guarantors to designate credit card administrators and to establish Truist Bank Easy Business Profiles as they determine necessary and appropriate.

EXHIBIT 3

RESOLUTION NO. 2022-071

WHEREAS, the purpose of the program is to encourage a positive and enriched environment where employees recognize one another for exemplary services provided; and

WHEREAS, §11-40-22 (a) of the Alabama Code states notwithstanding any limitations of law pertaining to the municipality, the mayor of any municipality in Alabama is hereby authorized, subject to budget restraints approved by the governing body, to make cash or non-cash awards not to exceed \$1,000 to employees of the municipality in recognition of exemplary performance or for

innovations that significantly reduce costs or result in outstanding improvements in services to the public; and

WHEREAS, all non-supervisory employees are eligible to participate in this program. Those not eligible include temporary employees, contractors, part-time employees and vendors; and

WHEREAS, all Spartan recommendations must be submitted on the provided Recommendation Form (This can be electronic and/or paper). The recommendation must include details of the events that led the employee to submit the recommendation. The form must be signed and dated by the recommending employee. The recommendation will then go to the supervisor to verify eligibility and to approve the validity of the recommendation. The supervisor will then add the recommendation into the Spartan Recommendation box (This may be digital and/or paper); and

WHEREAS, starting on the first day of the fiscal year, all names from the previous fiscal year, that were approved, will be put in a drawing. The winner, from each participating department, will receive eight (8) hours credited into their personal holiday bank and must be used within one (1) year of receiving the credit. Time may be used at employee discretion (upon supervisor approval). Once the drawing has concluded, all left over names will be discarded and a new Spartan Recommendation box will be created.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama at a regular meeting, duly assembled, a quorum being present, as follows:

1. That the City supports the creation of the Spartan Program for the employees of the City of Mountain Brook.
2. That this resolution shall become effective immediately upon its adoption by the Mountain Brook City Council.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2022-072

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of a new Police Department jail camera system server and accepts the proposal submitted by Alscan, in the form as attached hereto as Exhibit A, with respect to replacing existing police and jail servers with new Avigilon servers.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2022-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Therapy South for property at 201 and 205 Country Club Park.

APPENDIX 4

EXHIBIT 6**RESOLUTION NO. 2022-074**

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 execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Morris Shea Bridge Company, Inc. with respect to the fill project at the Mountain Brook Athletic Complex Field #1 .

APPENDIX 5

EXHIBIT 7**RESOLUTION NO. 2022-075**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of change order No. 5 with respect to the [baseball] Field 1 improvement project (Resolution No. 2021-086) (Project # LBHM190024B) as indicated below:

- Landscape Changes - \$3,081.00
- Rock Removal - \$8,316.00
- Add 2 Flagpole Lights - \$2,922.00
- Added Ice Maker Drain - \$2,758.00
- Hillside Retaining Wall Modifications - \$27,813.26
- Electrical Changes - \$2,903.10
- Landscape Changes - \$4,372.50

APPENDIX 6

About 59.5"x28.5"

Round Tables - 2

Blue top, about 41.25" diameter



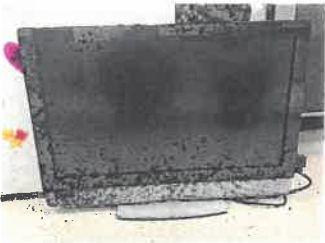
Plastic Table - 1

White, about 71.5"x29.75"



Table - 1

Vizio HDMI DTV, approximately 36"



Microwave - 1

Sharp, about 23.5"x12.5"



TV cart - 1



Chairs - 8

Seat is about 18" from the floor



TV - 1

About 40.5" tall, table is 30"x30"



Wire Utility Cart - 1

About 32" tall, 34" wide including handle, and 18" deep



City of Mountain Brook
Spartan Program

Memo regarding the Spartan Program

The idea of the Spartan Program came to me following the recent employee engagement survey. One of the questions asked was "Have you received recognition within the last 7 days". This question is a little misleading in that it infers the "recognition" needs to come from a supervisor. Supervisors may miss an opportunity to recognize an employee. This program is intended to encourage employees to recognize their co-workers for exemplary work and/or service. This program is designed to target non-supervisory employees. In most cases, the non-supervisory employees have the most interaction with the public. Recognizing these individuals promotes an environment where employees are cognizant of their interactions with patrons/co-workers/residents, and in doing so promotes a better level of service all around. Every eligible employee who receives a Spartan recognition will be put in a drawing to receive eight hours added to their personal holiday bank. Every participating department will have their own winner (with the City Hall departments all combined); therefore, there could be 6 winners each year. I spoke with Lori Lein, legal counsel at the Alabama League of Municipalities, who stated the city may offer employee incentives under Sec. 11-40-22 as long as the incentive was inclusive. Sec. 11-40-22 states:

- (a) Notwithstanding any limitations of law pertaining to the municipality, the mayor of any municipality in Alabama is hereby authorized, subject to budget restraints approved by the governing body, to make cash or non-cash awards not to exceed \$1,000 to employees of the municipality in recognition of exemplary performance or for innovations that significantly reduce costs or result in outstanding improvements in services to the public.

Thank you,
Heather Richards

APPENDIX 2

Title of Plan: Spartan Program
Purpose of Plan: This program is implemented for the purpose of encouraging a positive and enriched environment where employees recognize one another for exemplary services provided. These are actions that may (or may not) have occurred when the supervisor was present. Examples include but are not limited to: 1) handling a difficult patron with respect and patience 2) going above and beyond to help a patron 3) helping a fellow employee when a difficult problem arises.
Eligibility: To include all non-supervisory employees. Those not eligible include temporary employees, contractors, and vendors.
Requirements: All Spartan recommendations must be submitted on the provided Recommendation Form (This can be in electronic or paper form). The recommendation must include details of the events that led the employee to submit their recommendation. The form must be signed and dated by the recommending employee. The recommendation will then go to the supervisor to verify eligibility and to approve the validity of the recommendation. The supervisor will then add the recommendation into the Spartan Recommendation box (This box may be a digital version). Every department (i.e. Police, Fire, Public Works, City Hall, Library and Park & Rec.) may participate and if participating; designate an employee to maintain their own Spartan Recommendation box. It is recommended to utilize a random name selector (www.wheelofnames.com) to select a winner.
Award: Starting on the first day of the fiscal year, all names from the previous fiscal year, that were approved, will be put in a drawing. Every participating department will conduct their own drawing and every participating department will have a winner. If all departments participate (Police, Fire, Public Works, City Hall, Library and Park & Rec.), there will be six (6) winners each fiscal year. The winner (from each participating department) will receive eight (8) hours credited into their personal holiday bank and must be used within one (1) year of receiving the credit. Time may be used at employee discretion (upon supervisor approval). Eligible employees may have multiple entries within the fiscal year. To keep the integrity of the Spartan Program, all drawings must be within the presence of two witnesses. Once the drawing has concluded, all left over names will be discarded and a new Spartan Recommendation box will be created.

Spartan Recommendation Form



Employee to receive Spartan:

Recommending Employee:

Details of events:

Signature of recommending employee:

Date:

Signature of Supervisor:

Date:



Lt. Thomas Boulware
Administrative Division

City of Mountain Brook
Police Department
101 Tibbett St.
Mountain Brook, Alabama 35213
Telephone: 205-802-3862
Fax: 205-874-8639
toulware@minbrook.org

MINUTE BOOK **ALSCAN**

Our Business is Minding Yours™
237 OXMOOR CIRCLE SUITE 101
Birmingham, AL 35209-6454
205-945-0003 FAX 205-945-0390

** Proposal **

Project Number: 5580BM
941

4/22/2022

Daniel Tourtellotte, Salesman
Mobile: 205-586-5003
Email: dtourtellotte@alscaninc.com

Server replacements

May 12, 2022

Chief Jaye Loggins
101 Tibbett Street
Mountain Brook, AL 35213

Chief Loggins,

The Avigilon video surveillance system currently monitoring the jail is not functioning properly. We have been working with our vendor (Alscan) to correct the problem for the last three weeks. We learned today that a repair is not probable. As a short term solution we have transferred data onto the municipal complex Avigilon system in order to safely continue normal jail operations. In addition, we have disabled nonessential cameras in order to reduce the amount of needed storage capacity. We currently have approximately 504 hours of available storage space. The majority of our cameras are motion activated so it is difficult to predict how long 504 hours of storage time will last.

The system was scheduled to be replaced in the 2022/23 budget year. ERS funds in the amount of \$56,000.00 are available. I have received a quote from the vendor to replace the system for \$80,051.00. Due to supply chain issues, if ordered today we could expect delivery in 5 to 8 weeks.

I am requesting that funds be made available to replace the system as soon as possible. To delay until October would expose the Department to potential loss of previously recorded data. Should the system completely fail, we would be unable to conduct normal jail operations without creating an unacceptable liability exposure for the City.

Thank you for your consideration of this request and let me know if you have any questions or need additional information.

Respectfully,

Lt. Thomas Boulware

Cc: Capt. Jason Carmack

CITY OF MOUNTAIN BROOK POLICE DEPARTMENT
CORPORAL SMITH
TECHNICAL SERVICES OFFICER
101 TIBBETT STREET
MOUNTAIN BROOK, AL 35213-0009
Tel: 205-802-3854 OFF

CITY OF MOUNTAIN BROOK POLICE DEPARTMENT
CORPORAL SMITH
TECHNICAL SERVICES OFFICER
101 TIBBETT STREET
MOUNTAIN BROOK, AL 35213-0009
Fax: 205-767-5324SMIT

Qty Description

Police department server replacement

1	NVR4X Premium 128TB 2U Rack Mnt; Windows Server 2016; NA
1	NVR4X Standard 24TB 2U rack Mnt, Windows 10, NA
1	Power Supply, Hot-Swappable, NVR4 PRM, NA power cord
1	Power supply, Hot-Swappable, NVR4 STD, NA power cord
88	ACC Enterprise Smart Plan, 5 year
1	Hardware for installation
	Shipping and handling
	Installation labor and system programming

Scope of work

The following proposal is to replace your existing police and jail servers/storage array with new Avigilon servers. There are separate servers for the police department cameras and the jail/detention area cameras. Also included are software upgrade licenses that will move you up to the latest software version which is ACC 7. This software plan will also allow you free software version upgrades for 5 years. The Avigilon servers come with a 5 year manufacturers warranty with next day service and 24hr part replacement during that 5 year warranty period.

Terms and conditions

High Speed External Internet Connection provided by customer for Alscan remote support
Any devices requiring remote connection on phones, tablets or clients will be setup by the customer unless specified.
Alscan is not responsible for ISP Router configurations or ports forwarded through the customer's Firewall
Static IP addresses provided by customer
Alscan, Inc. does NOT provide conduit, electrical service, or trenching unless specified
Payment Terms = Due upon completion
A finance charge of 1.5% per month (18% per year) will be charged on all past due accounts over 30 days
Customer agrees to pay all costs of collection including reasonable attorneys fees
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Alscan, Inc. workers are fully covered by Workman's Compensation Insurance.

APPENDIX 3

4/22/2022

ALSCAN INC Project: 5580BM

Page 1 of 2

Qty Description

Finance Charge

Effective April 1, 2021 any payment not received from the Customer by the due date shall accrue at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid.

Credit Cards

Effective April 1, 2021 a 3% Service Fee for any Payment by Credit Card.

This ** Proposal ** is valid for 60 Days.

Signature: Date: 5-23-2022 Project Total: \$80,051.20



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205/879-6913
hazend@mtmbrook.org
www.mtmbrook.org



DATE: May 17, 2022

5-16-22

TO: Mayor, City Council & City Manager FROM: Dana Hazen, City Planner

RE: Therapy South (Physical Therapy) 201 & 205 Country Club Park

Therapy South has been a tenant of Country Club Park since 2008, and was established prior to the city's enactment of the conditional use process for such service uses. The proposal at this time is for Therapy South to expand into the adjoining suite (Once Upon A Time).

Rather than expand its patient capacity, Therapy South is seeking to more or less "spread out" and get some breathing room for their existing services. According to the attached letter of operational characteristics, there are currently a maximum of 9 patients in the facility at one time, and this will increase to 11 patients with the proposed expansion; no increase in employees is proposed.

Service uses require council approval of a conditional use. The conditional use is reviewed primarily for its anticipated effect on public parking. In this case the majority of parking that is impacted by Country Club Park is on private property; however, surrounding public streets such as Oak Street and Dan Watkins also serve this property.

Here is what the code says: "The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed service use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages."

In this case, Country Club Park has an on-site surplus of 11 parking spaces (over and above that required for all current uses). The on-site credit includes 48 street parking spaces created along Dan Watkins and Keeley Court during the 1997 installation of public sidewalks and parking, part of which is contained on the Scott property (see attached map of Dan Watkins and Keeley Court).

The zoning code requires the same parking ratio for services uses as it does for retail, so no increase in required parking would result from the approval of this expansion into the adjoining retail space. As such, the existing surplus of 11 on-site parking would remain intact.

Note** The zoning code indicates that a conditional use shall be approved by the city council if all required parking is provided on site and in the quantities set forth in subsection 129-555(a) of this Code, but it does not necessarily prevent the council from placing conditions on the approval on a proposed conditional use that would serve to mitigate any anticipated negative effects on the established businesses in the vicinity of the proposed use.

Dear Mountain Brook City Council Members,

I would like to apply for a Conditional Use approval to expand our current business. TherapySouth in Crestline is a privately owned outpatient physical therapy business and has been serving the Mountain Brook area since 2008. I am seeking approval to expand into our neighboring space to allow our current therapists and patients more space for comfort and privacy. I do not anticipate hiring additional staff with this expansion.

In our current space we have exercise equipment, 3 taller mats for a single patient use and 2 lower mats where 2 patients can sit or lie down for a total of 7 patients can be in the open gym. We also have 2 private treatment rooms where we perform initial evaluations or treat areas where a patient may need to be in a gown or need more privacy. (Currently our max patients per hour is 9.) Although I do not have a physical drawing of what I would like our new floor plan to be, I can say we will open our common gym space and add 2 more private treatment rooms. (It would increase our max patients per hour to 11.) We have only 2 private treatment rooms, presently. Our current square footage is approximately 2351 square feet and if approved, our total new space will be 4200 square feet. The increased square footage would allow everyone a little more breathing room and more privacy.

Our hours are 7-6 Monday through Friday. We have 5-6 therapists that see an average of 10 patients a day. Typically, patients stay in the clinic 60 to 75 minutes. We schedule patients on the hour, with 1-2 hours in a day a double booking. Our peak hours vary, but I would say we are busiest 8-11 and then 3-6 with lunch time being the least busy.

As far as parking, many employees park in the parking deck and some close to the TherapySouth entrance. I am happy to address parking with my employees if there is a need for us to all park in the deck or on Dan Watkins.

I appreciate your time and consideration in this matter. If you have any questions, please feel free to contact me at any time.

Sincerely,

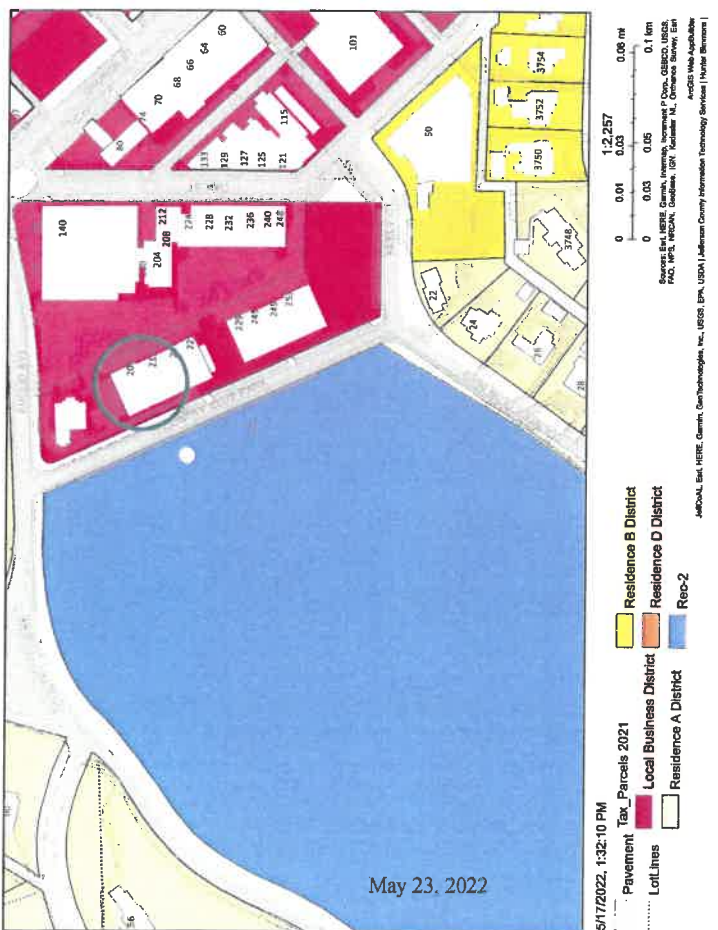
Allison Fowlkes, MSPT
Clinic Director/ Partner/Board Member TherapySouth
Cell phone: 205-305-6744
Email: sfowlkes@therapysouth.net

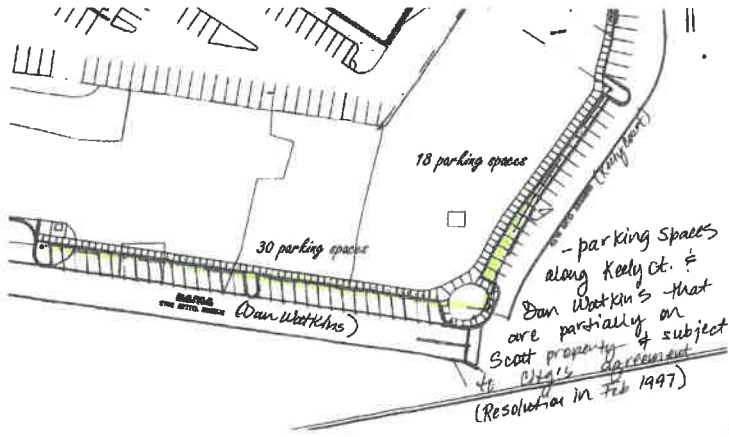
205 Country Club Park | Birmingham, AL 35213 | Phone (205) 871-0777 | Fax (205) 871-0701
www.therapysouth.com

APPENDIX 4



Therapy South Zoning Map





While it is not the practice of the City to count adjoining on-street public parking spaces that are partially in the right-of-way and partially on private property toward the on-site parking credit for such private property, the on-street parking along Keely Court and Dan Watkins Drive (which is partially on the Scott property described herein) has been included in the on-site parking credit in this instance due the unique fact that the City adopted a Resolution, on February 10, 1997 (and amended by the Council on July 14, 1997), in which the City entered into an agreement with the Scotts to allow the City to construct and maintain sidewalks and parking spaces on that portion of Dan Watkins Drive and Keely Court belonging to the Scotts, thereby acknowledging (by virtue of the agreement) that the parking spaces which are the subject of this parking analysis/documentation were the Scott's. Therefore, it follows that the City should allow those "leased" spaces to be counted toward the on-site parking credit for Country Club Park. This unique circumstance supported the inclusion of the on-street parking in the on-site parking credit during the review and approval of the CVS installation.

These 48 "street" parking spaces are included in the 275 on-site parking credit for Country Club Park.

MORRIS-SHEA BRIDGE COMPANY, INC. (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

- Name of Project: Fill Project at the Mountain Brook Athletic Complex Field #1
- Site of Project: Mountain Brook High School Field #1
3650 Bethune Drive
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A - Specifications (which includes Attachment 1 — Preliminary Fill Plan-Subject to Modification by Fully Engineered Drawing), which is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to six (6) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Contract Conditions on Exhibit A or agreed in a writing signed by the Parties, City will

pay Contractor the lump sum amount of One Hundred Dollars (\$100.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

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

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

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

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

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

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other

persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

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

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

9. Miscellaneous Provisions.

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

In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall take govern and control: (1) this Contractor Agreement; (2) Exhibit A to this Agreement; and (3) Attachment I to Exhibit A.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy

of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

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

d. Contractor may not in whole or part assign its rights, obligations, or benefits of this Agreement or subcontract any of its obligations hereunder to any third party without the written consent of City, which consent may be withheld for any reason. Any authorized subcontractors shall comply with the applicable provisions of the Agreement, and the Contractor shall be fully responsible for the acts and omissions of their authorized subcontractors.

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

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

g. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

h. Neither this Agreement nor any of the provisions herein (including, without

limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

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

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

(Signature Page Follows)

EXHIBIT A - SPECIFICATIONS

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: Mayor

Date: 5-23-2022

MORRIS-SHEA BRIDGE COMPANY, INC.

By: _____

Its: _____

Date: _____

1. Scope of Work

The Project shall consist of providing fill, grading and compaction suitable for the parking of passenger motor vehicles in an area adjacent to Field #1 at the Mountain Brook High School sports complex, consisting of, in part, right of way under the control and authority of the Alabama Department of Transportation ("ALDOT") as set forth herein and in the preliminary grading plan in Attachment 1, as may be amended by fully engineered drawings, all of which are incorporated herein.

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

2. Project Schedule. The Parties anticipate that the Work will begin in or about June, 2022. Contractor expects to complete the Work within an approximate 6-month period after the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Sam Gaston
56 Church Street
Birmingham, AL 35223
Email: sgaston@mtnbrook.org
Day Tel #: 205-802-3803

Contractor Project Representative:
Richard Shea
609 20th Street South
Irondale, AL 35210
Email: rshea@morrisshea.com
Day Tel #: 205-956-9518

4. Special Conditions.

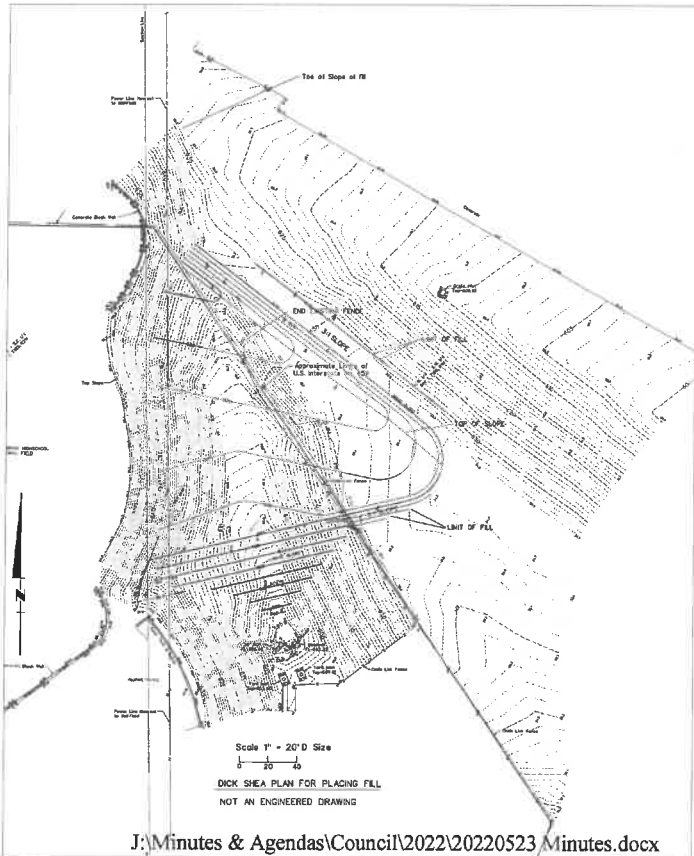
- a) The Work shall generally conform to Attachment 1, the preliminary grading plan, subject to technical changes as required by fully engineered plans.
- b) Contractor shall be responsible for hiring a project engineer and obtaining final engineered plans for the Project.
- c) All Permits and fees are the responsibility of the Contractor.
- d) Work in the ALDOT Right-of-Way to be performed to the satisfaction of the Alabama Department of Transportation.
- e) The provision, delivery and placement of fill shall be monitored by a Geotechnical consultant to be hired by Contractor and testing results furnished to the City of Mountain Brook.

MINUTE BOOK 92

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- f) Erosion control to be installed and maintained by Contractor throughout the duration of the work.
- g) Any damages to facilities of the City Mountain Brook or the Mountain Brook Board of Education are the responsibility of the Contractor and shall be repaired to the satisfaction of the City of Mountain Brook.
- h) Job site safety is the responsibility of the Contractor.

Contractor understands that, during the Term, improvements other than this Project will be ongoing at the Project Site. Contractor agrees to coordinate the performance of its Work in a manner and at a time that does not interfere with those other operations.



- f) Erosion control to be installed and maintained by Contractor throughout the duration of the work.
- g) Any damages to facilities of the City Mountain Brook or the Mountain Brook Board of Education are the responsibility of the Contractor and shall be repaired to the satisfaction of the City of Mountain Brook.
- h) Job site safety is the responsibility of the Contractor.

Contractor understands that, during the Term, improvements other than this Project will be ongoing at the Project Site. Contractor agrees to coordinate the performance of its Work in a manner and at a time that does not interfere with those other operations.

- 1) The work shall generally conform to the attached grading plan
- 2) All Permits and fees are the responsibility of the Contractor
- 3) Work in the ALDOT Right-of-Way to be performed to the satisfaction of the Alabama Department of Transportation
- 4) The fill shall be monitored by a Geotechnical consultant and testing results furnished to the City of Mountain Brook
- 5) Erosion control to be installed and maintained throughout the duration of the work
- 6) Any damages to Mountain Brook facilities are the responsibility of the Contractor and shall be repaired to the satisfaction of the City of Mountain Brook
- 7) Job site safety is the responsibility of the Contractor



Goodwyn Mills Cawood
2400 5th Avenue South
Suite 200
Birmingham, AL 35233
T (205) 879-4462
www.gmcnetwork.com

May 18, 2022

City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213

RE: Youth Complex Phase II
Project #LBHM1900248
Change Order #05



PO Box 530207
Mountain Brook, AL 35253
(t) 205.495.5435
cale@brasherdesignstudio.com

Construction of the Youth Complex is wrapping up. Clements Dean has been awarded substantial completion and is working to complete punch list items within the next 30 days. We hope the complex has been well received within the community and we've certainly enjoyed being a part of the renovation and are very pleased with the outcome. The last couple of months have been fast paced and a race to finish for the Grand Opening. During that time, several items came up during construction. Due to the nature of these changes being urgent and required for the project to continue to move forward, Clements Dean moved forward so these items have already been completed. Below you will find a list of the Change Order Requests from Clements Dean and a signature page will follow the list.

Change Order Request #11 - Landscape Changes \$3,081.00

After observing the way kids were interacting with the landscape and studying the stormwater flow, a few changes were necessary to increase performance of the landscape.

Change Order Request #12 - Rock Removal \$8,316.00

Clements Dean encountered bedrock when digging hole for sports field light pole, installing storm drain pipe at the lower gymnastics parking lot and between field 3 and 4.

Change Order Request #13 - Add 2 Flagpole Lights \$2,922.00

The light pole location was moved due to encountering too much rock in every location we tried in the Youth Complex. We finally settled on replacing the flag in center field of Field 2 (HS Baseball Field). The High School softball field already has their own flag and placing it on the hill at Field 2 allows the flag to be seen from all fields in the Youth Complex. When moving the flag we had to run new electrical up the hill and add two lights so the flags can remain installed at all times.

Change Order Request #14 - Added Ice Maker Drain \$2,758.00

Added a floor drain and all equipment necessary for an ice maker for the concession building.

Change Order Request #15 - Hillside Retaining Wall Modifications \$27,813.26

Building Communities

Once grading began for the retaining walls, field observation determined that we needed to increase the height of the wall and the length of the retaining wall in order to provide proper retainage of the grade near the Field 2 batting cages. Backfill would also be required on the lower part of the wall in order to reduce the slope of the hill behind field 2 and decrease the possibility of erosion.

Change Order Request #16 - Electrical Changes \$2,903.10

Clements Dean encountered bedrock when installing the pedestrian light poles above the large retaining wall. They also installed remote power for all scoreboards so they could be turned on/off from the console at the scorer's table.

Change Order Request #18 - Landscape Changes \$4,372.50

Installed 4 additional pallets of sod and additional irrigation to cover the new sod next to the Field 2 indoor facility. This area wasn't initially in the plans because no grading was intended to take place here. A backflow preventer for the irrigation was also installed.

Total Change Order: \$52,165.86

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

Goodwyn, Mills & Cawood, LLC.
John Bricken
EVP of Landscape Architecture

Brasher Design Studio, LLC
Dale Brasher, PLA
Principal

APPENDIX 6

Building Communities



SIGNATURE PAGE



Change Order Request # 11,12,13,14,15,16,18 - \$52,165.86

Signature: [Signature] Date: 5-23-2022

Name and Title: Stewart Walsh Mayor

TO: Alabama Department of Finance
Real Property Management
Division of Construction Management
770 Washington Avenue, Suite 444
Montgomery, Alabama 36104
(204) 245-4582 FAX (204) 242-4182

CHANGE ORDER JUSTIFICATION

Change Order No. 5
Date: 5/23/2022
DCM (BC) No. 2020546

Form with sections (A) through (G) containing project details, cost breakdown, and justification for change order.

CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS **MINUTE BOOK 92**

PURPOSE

The awarding of work through an existing contract may potentially conflict with, or violate, the "Competitive Bid Laws" of the State of Alabama. The determination of legality of Change Orders rests with the Awarding Authority and its legal advisor. In a June 15, 1979, Opinion, the Office of the Attorney General offered guidelines for making such determinations in conjunction with considering the facts and merits of each situation. The purpose of the CHANGE ORDER JUSTIFICATION is to provide a means through which the Awarding Authority considers these guidelines and the intent of the "Competitive Bid Laws" when authorizing Change Orders. Pursuant to these guidelines, the following types of changes meet the criteria for awarding work through Change Orders in lieu of through the Competitive Bid process:

- I. Minor Changes for a monetary value less than required for competitive bidding.
- II. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of the work.
- III. Emergencies arising during the course of the work of the contract.
- IV. Bid alternates provided for in the original bidding where there is no difference in price of the change order from the original best bid on the alternate.
- V. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest and which do not exceed 10% of the contract price.

Under these guidelines the cumulative total of Change Orders, including any negotiations to bring the original contract price within the funds available, would become questionable if the total of such changes and negotiations exceed 10% of the original contract price. These guidelines are not intended to interfere with the Awarding Authority's good faith discretion to respond to specific situations in the public's best interest. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to the Division of Construction Management (DCM).

INSTRUCTIONS

The CHANGE ORDER JUSTIFICATION is to be prepared by the design professional, who has evaluated the fairness and reasonableness of the proposed cost of the change(s) and recommends that the proposed Change Order be executed. The fully executed Form B-11; CHANGE ORDER JUSTIFICATION must accompany the proposed DCM Form C-12: Change Order. Instructions for completing the B-11 form are:

1. Insert the proposed Change Order Number, date of the Justification, and DCM (BC) Project Number in the spaces provided in the upper right-hand corner.
2. Section (A): Insert the complete name and address of the PROJECT, OWNER, CONTRACTOR, AND ARCHITECT/ENGINEER.
3. Section (B): Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided. Attached a copy of the contractor's detailed cost proposal.
4. Section (C): Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).
5. Section (D): Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.
6. Section (E): Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.
7. Section (F): The design professional must state his evaluation of the reasonableness and fairness of the proposed costs based upon his review of the contractor's proposal.
8. Section (G): The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals. The Owner must sign the document indicating that they believe change order action in lieu of the competitive bid process is justified for the proposed change(s). Review of the matter and signing of the document by the Owner's legal counsel is highly recommended. If the cumulative change order amount exceeds 10% of the original contract amount then the Owner's legal consultant must sign the Change Order Justification prior to submission to DCM.

CLEMENTS DEAN BUILDING COMPANY

PROJECT: Mountain Brook Youth Complex Phase II
ARCHITECT: GMC
ESTIMATE #: COR #11 Landscape Changes
3/30/2022

ITEM	MATERIAL			LABOR			SUBCONTR.			TOTAL
	Qty	Unit	U-P TOTAL	U-P	TOTAL	U-P	TOTAL			
Landscaping changes per ASI	1	ls	0	0	0	0	0	0	0	0
marked up drawing shown to change	1	ls	0	0	0	0	0	2801	2801	2801
from pine straw to sod in multiple locations, extend irrigation to provide coverage to new sod limits, change Lindheimer Muhly beds by restroom building to sod, graze new sod bed to accommodate better drainage, delete bed of Super Blue Liriope, and a variety of groundcover changes	1	ls	0	0	0	0	0	0	0	0
TOTAL:			0	0	0	0	0	2801	2801	2801

0 (Days) : Time Extension	Payroll Tax & Insurance	0.4	
	Subtotal		2,801
	CDBC Fee	0.15	
	CDBC Sub Work Fee	0.1	2801
	Contract Total		3,081

APPENDIX 6



CHANGE ORDER

NUMBER 1

PO Box 100006
1789 Floyd Bradford Road
Birmingham, AL 35210
Phone (205) 991-3981
Fax 866-269-2805

TO: Clements Dean
JOB: MBYC2

Owens Landscape Group, LLC agrees to make the change(s) specified below:

LANDSCAPE ASI CHANGES:

- Change perimeter pine straw beds to sod & extend sod limits
- Extend irrigation to provide coverage of new sod limits
- Change Lindheimer Muhly beds adjacent to sidewalk & behind building to sod
- Grade new sod bed behind building to accommodate better drainage
- Delete bed of Super Blue Liriope, changed to concrete
- Groundcover variety changes

TOTAL: \$2,801.20

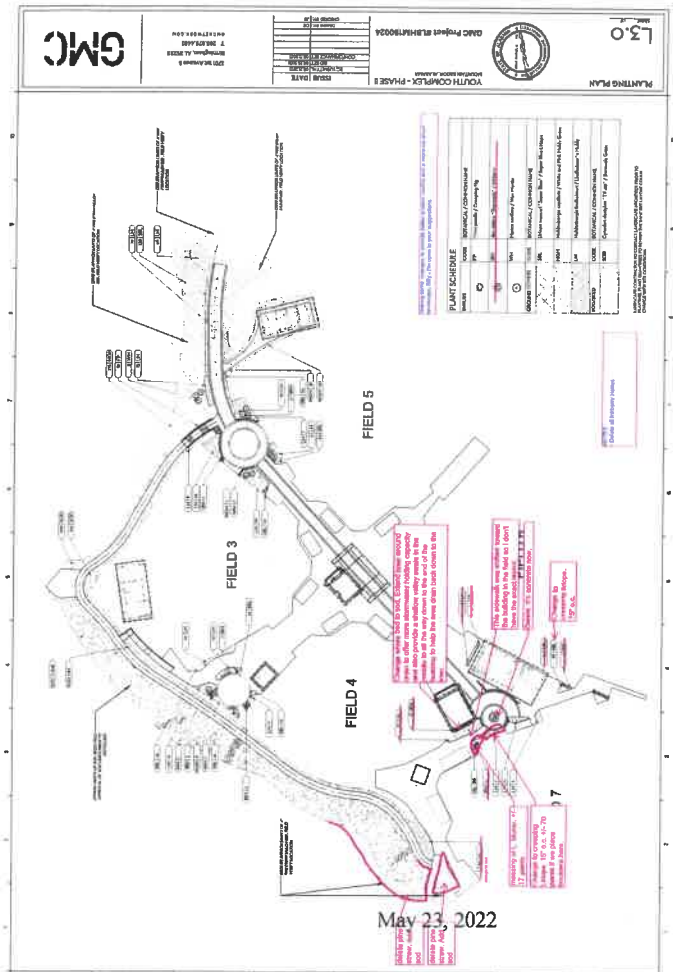
CHANGE ORDER TOTAL \$ 2,801.20

AUTHORIZED OLG REPRESENTATIVE
SIGN _____
TITLE _____
DATE _____

OWNER'S AUTHORIZED REPRESENTATIVE
SIGN _____
TITLE _____
DATE _____

I: \M\2022 & Agendas\Cour\2022\2020523 Minutes.docx

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted.



CLEMENTS DEAN BUILDING COMPANY



Change Order

PROJECT ARCHITECT ESTIMATE # 4/4/2022

Mountain Brook Youth Complex Phase II GMC COR #12 Rock Removal

P.O. Box 161 Riverside, AL 35135 Phone: 205-338-2881 Fax: 205-338-2889

Table with project details: To: Clements Dean, Project: MBVSC, Location: Mountain Brook, Job#, Date: 1/19/2022, Revised:

Main project table with columns: ITEM, Qty, Unit, MATERIAL (U-P, TOTAL), LABOR (U-P, TOTAL), SUBCONTR. (U-P, TOTAL), TOTAL. Includes items like 'Cylind and hammered encountered', 'rock for a sports lighting pole', etc.

Table with columns: WORK TO BE COMPLETED, PRICE. Includes items like 'Hammered Rock to achieve drainage depth for storm line.', '4 HRS Mini Ex with 125LB Hydraulic Hammer @125.00', etc.

Summary table for '3 :Time Extension (Days)', 'Payroll Tax & Insurance', 'CDBC Fee', 'CDBC Sub Work Fee', and 'Contract Total'.

Price for excavation are for favorable working conditions. If conditions such as rock formations, high water table, dewatering, or any other unforeseen conditions requiring additional materials, time and labor, the responsible individual will be notified and any additional costs will be Billed separately

We agree on price stated above to complete all work stated in scope of work Any additional work will be handled as a separate job.

Accepted: BY: Heath Seelbinder Project Manager, Estimator Brisco and Associates LLC.

APPENDIX 6



1536 2nd Avenue North Bessemer, AL 35020 P.O. Box 426-9166 Fax: 205-426-9941 mattw@swaldronelectric.com

Clements Dean

Clements Dean Building Company

Approved By _____ Date _____

Job _____ cc _____ Amt _____

Job _____ cc _____ Amt _____

Job _____ cc _____ Amt _____

SALESPERSON

JOB

Matt Waldrop

Mountain Brook move poles

rock drilling

Table with columns: QUANTITY, DESCRIPTION, UNIT PRICE, LINE TOTAL. Includes row: 1.000 Drilled 3 feet of rock 15"

HIGH PRESSURE DRILL TRUCK RATE

Table with columns: Rate, Price. Includes rows: 24" rate \$850.00, 30" rate \$1000.00, 36" rate \$1250.00, 36" Core \$1600.00, 42" rate \$1600.00. Includes handwritten notes and a large scribble.

Invoice prepared by: Matt Waldrop

Summary table: SUBTOTAL \$ 3,750.00, SALES TAX, TOTAL \$ 3,750.00

MINUTE BOOK 92

CLEMENTS DEAN BUILDING COMPANY

SGS SERVICE CONSTRUCTION SUPPLY, INC. P.O. BOX 13406 BIRMINGHAM, AL 35202

APR 18 2022

Invoice header table with columns: Order#, Page #, Customer#, Ship Point, Unit, Terms, Shipper, Invoiced.

PROJECT ARCHITECT ESTIMATE # 5/10/2022

Mountain Brook Youth Complex Phase II GMC COR #15 Hillside Retaining Wall Modifications

Main invoice table with columns: ITEM, Qty, Unit, MATERIAL, LABOR, SUBCONTR., TOTAL

BILL TO:

SHIP TO: 01210511

CLEMENTS DEAN GENERAL CONTR 5455 HIGHWAY 51 WILSONVILLE, AL 35186

(MT) MT BROOK YOUTH COMPLEX PH EXM-R011153990/EXC007839 3698 BETHUNE DRIVE

Table with columns: Taken By, Sales In, Sales amt, P/ced by, Customer P/O, Instructions, Qty, Unit, Price, Amount

Summary table for Time Extension, Payroll Tax & Insurance, CDBC Fee, CDBC Sub Work Fee, Contract Total

Clements Dean Building Company Approved By [Signature] Date 4/15/22 Job 1163 cc 3145 Amt 887.70

APPENDIX 6

Easily view, search, print and pay your invoices anytime, anywhere. Visit http://sco.billtrust.com

PKS Concrete Pumping Services 1340-A N County Line Road Lithia Springs, GA 30122



PKS Concrete Pumping Services 1340-A N County Line Road Lithia Springs, GA 30122



INVOICE

BILL TO: Clements Dean Building Company LLC 5455 Hwy 51 Wilsonville, AL 35186

INVOICE

BILL TO: Clements Dean Building Company LLC 5455 Hwy 51 Wilsonville, AL 35186

Table with columns: POUR TYPE, JOB TYPE, DESCRIPTION, QTY, RATE, AMOUNT

BALANCE DUE \$1,057.13

Table with columns: POUR TYPE, JOB TYPE, DESCRIPTION, QTY, RATE, AMOUNT

BALANCE DUE \$949.03

Clements Dean Building Company Approved By [Signature] Date 4/15/22 Job 1163 cc 3310 Amt 1,057.13

Clements Dean Building Company Approved By [Signature] Date 4/15/22 Job 1163 cc 3310 Amt 949.03

EquipmentShare

JOB SITE

Mountain Brook Athletic Complex
3659 Bellhane Dr
Mountain Brook, AL 35223

APR 8 7 2022

CUSTOMER

Clements Dean Building Company, L.L.C
5455 Highway 51
Wilsonville, AL 35186

INVOICE # BHM-1649268-0000
INVOICE DATE Apr 20th, 2022
PO # Pending
ACCOUNT # 17808
SALESPERSON Fuzzy Peters
ORDER # 1649249
ORDERED BY Bobby Holt
DATE CUT Apr 15th, 2022 9:00 AM
BILLED THROUGH Apr 15th, 2022 1:29 PM

Invoice Total: \$584.20

TERMS Net 30
REMIT TO EquipmentShare.com, Inc
PO Box 650429
Dallas, TX 75265-0429

EquipmentShare

JOB SITE

Mountain Brook Athletic Complex
3650 Bellhane Dr
Mountain Brook, AL 35223

APR 8 7 2022

CUSTOMER

Clements Dean Building Company, L.L.C
5455 Highway 51
Wilsonville, AL 35186

INVOICE # BHM-1649268-0000
INVOICE DATE Apr 20th, 2022
PO # Pending
ACCOUNT # 17808
SALESPERSON Fuzzy Peters
ORDER # 1649249
ORDERED BY Bobby Holt
DATE CUT Apr 15th, 2022 9:00 AM
BILLED THROUGH Apr 15th, 2022 1:29 PM

Invoice Total: \$139.26

TERMS Net 30
REMIT TO EquipmentShare.com, Inc
PO Box 650429
Dallas, TX 75265-0429

Rental Id	Class	Qty	Equipment	Day	Week	Month	Tax	Amount
724805	Mini Excavator 7,000 - 9,000 lbs	1	SANY SY38U ID: 43838, Serial SY0033806388 Final Invoice: 4/15/2022 9:00 AM - 4/15/2022 1:29 PM	\$300.00	\$900.00	\$1,800.00	0.000%	\$300.00

Description	Qty	Unit Price	Tax	Amount
Drop off of asset #45838 on 2022/4/15 Delivery Id 1573533	1	\$125.00	0.000%	\$125.00
Return of asset #45838 on 2022/4/19 Delivery Id 1573534	1	\$125.00	0.000%	\$125.00
8% Alabama Rental Tax Recovery Fee	1	\$24.00	0.000%	\$24.00
1.5% Alabama Property Tax Recovery Fee	1	\$4.50	0.000%	\$4.50
1.5% Environment Fee	1	\$5.70	0.000%	\$5.70
Subtotal				\$584.20
Total Tax				\$0.00
Invoice Total				\$584.20

Electrical Rock Removal

Clements Dean Building Company
Approved By _____ Date _____
Job _____ cc _____ Amt _____
Job _____ cc _____ Amt _____
Job _____ cc _____ Amt _____

INVOICE NOTES

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact Invoicing@equipmentshare.com or call 573-283-8181 for assistance.
A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!
All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.

Rental Id	Class	Qty	Equipment	Day	Week	Month	Tax	Amount
724815	Mini Excavator, Backer Attachment- 500 LB	1	EPHDD ED601 ID: 127268, Serial BE8135113 Final Invoice: 4/15/2022 9:00 AM - 4/15/2022 1:29 PM	\$125.00	\$500.00	\$1,300.00	0.000%	\$125.00

Description	Qty	Unit Price	Tax	Amount
Drop off of asset #127268 on 2022/4/15 Delivery Id 1573549	1	\$0.00	0.000%	\$0.00
Return of asset #127268 on 2022/4/19 Delivery Id 1573550	1	\$0.00	0.000%	\$0.00
8% Alabama Rental Tax Recovery Fee	1	\$10.00	0.000%	\$10.00
1.5% Alabama Property Tax Recovery Fee	1	\$1.68	0.000%	\$1.68
1.5% Environment Fee	1	\$2.88	0.000%	\$2.88
Subtotal				\$139.26
Total Tax				\$0.00
Invoice Total				\$139.26

Electrical Rock Removal

Clements Dean Building Company
Approved By _____ Date _____
Job _____ cc _____ Amt _____
Job _____ cc _____ Amt _____
Job _____ cc _____ Amt _____

INVOICE NOTES

Please remit payment at your earliest convenience. For any questions regarding this invoice, please contact Invoicing@equipmentshare.com or call 573-283-8181 for assistance.
A 1.5% finance charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 18%. Thank you for your business!
All rental rates are based on 8 hrs/day, 40 hrs/week, and 160 hrs/month. Customer is responsible for returning cleaned and fueled or is subject to cleaning and fuel charges.

APPENDIX G

Justin Dean

From: Bobby Holt <bobbyholt66@gmail.com>
Sent: Tuesday, May 10, 2022 1:17 PM
To: Justin Dean
Subject: MBYC remote switches for scoreboard

Justin,

please find cost for remote scoreboard switches

Parts 800.00 / 4
Labor 200.00 / 4

Thanks
Bobby

CLEMENTS DEAN BUILDING COMPANY

PROJECT Mountain Brook Youth Complex Phase II
ARCHITECT GMC
ESTIMATE # COR #18 - Landscape Changes
5/17/2022

ITEM	MATERIAL				LABOR		SUBCONTR.		TOTAL
	Qty	Unit	U-P	TOTAL	U-P	TOTAL	U-P	TOTAL	
Added 4 gallons of seed & Irrigation at right field side of field #3	1	ls	0	0	0	0	0	1950	1950.00
Added Irrigation BFP	1	ls	0	0	0	0	2025	2025.00	
TOTAL:				0		0		3975	3975

2 :Time Extension
(Days)

Payroll Tax & Insurance	0.4	0.00
Subtotal		3,975.00
CDBC Fee	0.15	0.00
CDBC Sub Work Fee	0.1	397.50
Contract Total		4,372.50



CHANGE ORDER **MINUTE BOOK 92**

NUMBER 2

PO Box 100006
1789 Floyd Bradford Road
Birmingham, AL 35210
Phone (205) 991-3981
Fax 866-269-2805

TO Clements Dean
 JOB MBYC2

Change Order Log

Mountain Brook Youth Complex - Phase II

C.O.	#01	\$31,468.00
C.O.	#02	\$104,126.00
C.O.	#03	\$39,662.00
C.O.	#04	\$105,313.00
C.O.	#05	\$52,165.86

Total Change Order Amount \$332,734.86

Original Contract Price \$2,921,046.00
 Percentage of Contract 11.39%

Justification Form Req'd? Yes

Owens Landscape Group, LLC agrees to make the change(s) specified below:

4 additional pallets sod with irrigation behind Field 3 (right field side)	\$ 1,950.00
Install backflow	\$ 2,025.00
Hillside landscape changes with installation of 2000 SF of desired rock: *over 2000 SF will be at additional cost	
#050AA Brown & Blue Rip Rap	\$ 47,977.78
#201 Creekbed Mix	\$ 48,451.11
#036 Riverstone Stack	\$ 50,046.89
#017 Riverstone Boulders	\$ 51,311.11

CHANGE ORDER TOTAL	
PREVIOUS CONTRACT AMOUNT	\$
REVISED CONTRACT AMOUNT	\$

AUTHORIZED OLG REPRESENTATIVE	OWNER'S AUTHORIZED REPRESENTATIVE
SIGN _____	SIGN _____
TITLE _____	TITLE _____
DATE <u>5/16/2022</u>	DATE _____

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted.

APPENDIX 6