

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 25, 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 6:15 p.m. on the 25th day of July, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

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

Absent:

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

1. AGENDA

1. Fire Chief addressed council

Chris Mullins-Fire Chief

- Thanked the Council for allowing the fire department to purchase ballistic vests

2. Two (2) Villages Design Review Committee appointments

Tyler Slaten-Senior Planner

- Ashley Spotswood and Katie Wohlwend would like to serve another term on VDR
- The Board is in favor of the re-appointments
- No other applications were received

Virginia Smith-Council President

- Items added to the formal meeting (Resolution No. 2022-111 and 2022-112)

3. Right-of-Way encroachment agreement for 2100 English Village Lane

Sam Gaston-City Manager

- Home is on one lot to the right of an unopened right-of-way
- Driveway is on unopened right-of-way

Whit Colvin-City Attorney

- Standard right-of-way agreement
- Up to City to grant permission
- If house is sold, a new agreement would need to be signed

Virginia Smith-Council President

- Item added to the formal meeting (Resolution No. 2022-113)

4. Conditional Use-PM Method Physical Therapy 200 Cahaba Road, English Village

Tyler Slaten-Senior Planner

- This physical therapy use is already established in English Village
- Maximum amount of people for this business is 4 people
- No net change on parking
- 5 parking spaces allocated to building

Virginia Smith-Council President

- Item added to the formal meeting (Resolution No. 2022-114)

5. Dog Waste Issue Discussion

Shanda Williams-Parks and Recreation Superintendent

- Dog waste is an on-going issue on sports field and parks
- They encourage and want people to pick up after their dogs
- This has been discussed by the Park Board, articles have been put in The Reporter and posts on Facebook have all been to encourage residents to pick up after their dogs

Gerald Garner-Council Member

- Dog waste is an issue
- A bigger issue is safety
- Dogs running at large pose a safety concern for both children and adults

Brian Lucas-Head of Park Board

- People are using fields as dog parks
- Frustrated due to the amount of dog waste on fields
- Signs have been put up and posts have been posted on Facebook to encourage individuals to pick up after their dogs

Lloyd Shelton-Council Member

- Must set boundaries-fields are not a dog park

Jaye Loggins-Police Chief

- A fine schedule has already been established for Ordinance violations for dogs in parks
- Owner or person in charge of dog is held responsible
- A non-uniform citation can be issued for violators

Virginia Smith-Council President

- Will look at passing an Ordinance next council session that would prohibit dogs in parks and playgrounds

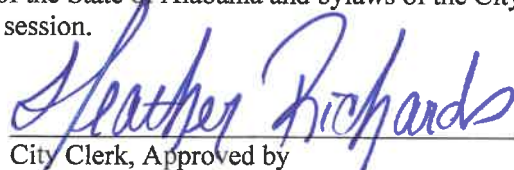
6. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. ADJOURNMENT

There being no further matters for discussion Council President Smith adjourned the pre-meeting at approximately 6:54p.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 regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on July 25, 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 August 22, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 25, 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 7:02 p.m. on the 25th day of July, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the meeting to order and the roll was called with the following results:

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

Absent:

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

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

1. ALOPECIA AWARENESS MONTH PROCLAMATION NO. 2022-101 (EXHIBIT 1)

Stewart Welch-Mayor

- Presented Sandy Greene, with the Proclamation

Sandy Greene

- Has lived with Alopecia for 15 years
- Alopecia is an auto-immune disease that could affect hair loss

2. CONSENT AGENDA

Council President Smith 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 June 27, 2022, regular meeting of the City Council

2022-101	Alopecia Awareness Month	Exhibit 1
2022-102	Accept the bid for scheduled maintenance of the municipal complex mechanical systems (B-20220610-004) submitted by Comfort Systems USA.	Exhibit 2, Appendix 1
2022-103	Accept the professional services proposal submitted by Sain Associates with respect to on-call/demand contract engineering services.	Exhibit 3, Appendix 2

2022-104	Accept the proposal submitted by Building and Earth with respect to subsurface exploration and geotechnical consultation services for the Mountain Brook Junior High School storm drainage project	Exhibit 4, Appendix 3
2022-105	Authorize the sale or disposal of certain surplus property (Library and Police Department)	Exhibit 5, Appendix 4
2022-106	Authorize the donation of surplus property to the Blount County Coroner's Office.	Exhibit 6, Appendix 5
2022-107	Award the bid for the Public Works metal roof project to GoodGame Company	Exhibit 7, Appendix 6
2022-108	Award the bid for the landscape service contract to Blackjack Horticulture	Exhibit 8, Appendix 7
2022-109	Execute a Construction Contract with Meadows Contracting Inc. with respect to the fire curtain at The O'Neal Library	Exhibit 9, Appendix 8
2022-110	Execute a Construction Contract with Meadows Contracting Inc. with respect to the bullet-resistant windows in the City Manager's office suite	Exhibit 10, Appendix 9
2022-111	Re-appoint Ashley Spotswood to the Village Design Review Committee to serve without compensation through August 12, 2025	Exhibit 11, Appendix 10
2022-112	Re-appoint Katie Wohlwend to the Village Design Review Committee to serve without compensation through August 23, 2025	Exhibit 12, Appendix 11
2022-113	Authorize the Right of Way Encroachment Agreement with Grant and Kacey Todd with respect to 2100 English Village Lane	Exhibit 13, Appendix 12
2022-114	Apprive the conditional professional office use application to allow PM Method Physical Therapy at 2000 Cahaba Road, Suite 200 (English Village) as outlined in the application made by Matt and Paige McClees	Exhibit 14, Appendix 13

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2022-101 through 2022-114), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Womack. The minutes, proclamation, and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2022-101 through 2022-114) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. **CONDITIONAL USE FOR MPOWER**

Virginia Smith-Council President

- Received complaints about MPower
- Would like to take a closer look at the conditional use and visit store

Kathy Kelly-2415 Canterbury Road (Owner of White Room)

- During the hours of 10:30-2:30 parking is an issue
- Do not want classes held by MPower during these hours

4. **ORDINANCE NO. 2127 AMENDING SECTION 109-31 OF THE CITY CODE (BUILDING CODE) (EXHIBIT 15)**

[The council had a first reading of this Ordinance at the July 11th Council Session]

After said ordinance had been considered in full by the Council, Council Member Shelton then moved for the adoption of said ordinance. The motion was seconded by Council Member Garner. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. (“Billy”) Pritchard III
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Council President Smith declared that the ordinance (No. 2127) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

5. **ANNOUNCEMENT**

Council President Smith announced ALDOT will have a public involvement meeting on Thursday, August 11, 2022 from 4:00pm to 6:00pm at the Mountain Brook Community Church located at 3001 US-280 to discuss the proposed 4-laning of Highway 280 from Hollywood Boulevard to I-459 and the replacement of the Pumphouse Road Bridge.

6. **ANNOUNCEMENT**

Council President Smith announced the next regular meeting of the City Council is August 8, 2022, 7:00p.m.

7. **EXECUTIVE SESSION AND ADJOURNMENT**

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

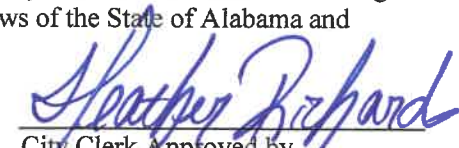
Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Alice B. Womack
Lloyd C. Shelton

Nays: None

President Smith then adjourned the meeting at approximately 7:12 p.m.

8. 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 July 25, 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 August 22, 2022

**EXHIBIT 1
PROCLAMATION NO. 2022-101**

WHEREAS, Alopecia is an autoimmune skin disease resulting in the loss of hair on the scalp and elsewhere on the body; and

WHEREAS, Alopecia affects approximately two percent of the population overall, including more than 6.8 million people in the United States alone; and

WHEREAS, Alopecia occurs in males and females of all ages and races with onset most often beginning in childhood; and

WHEREAS, the National Alopecia Foundation (NAF) is dedicated to providing educational information, creating awareness and raising funds to advance research of treatments; and

WHEREAS, the local chapter of the Alopecia Foundation also is dedicated to educating the community through its campaign "*DON'T STARE! JUST ASK?*"

NOW, THEREFORE, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook in the State of Alabama, do hereby proclaim September 2022 as

ALOPECIA AWARENESS MONTH

in the City of Mountain Brook to create awareness and support the initiatives of medical and scientific research to find better treatments and possibly one day a cure.

EXHIBIT 2

RESOLUTION NO. 2022-102

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for scheduled maintenance of the municipal complex mechanical systems (re: B-20220610-004) submitted by Comfort Systems USA., is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation for Bids . . . HVAC Scheduled Maintenance and other work for City and Library Buildings” dated July 11, 2022 is incorporated herein by reference.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2022-103

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to on-call/demand contract engineering services.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2022-104

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Building and Earth, in the form as attached hereto as Exhibit A, with respect to subsurface exploration and geotechnical consultation services for the Mountain Brook Junior High School storm drainage project

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2022-105

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, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property; and

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 4

EXHIBIT 6

RESOLUTION NO. 2022-106

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 property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property: One (1) 2012 Chevrolet Tahoe (VIN #1GNSK2EO5CR261865, FA 14014).

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property sell said property by way of public Internet auction, donate said items to the Blount County Coroner's Office or to dispose of said items.

APPENDIX 5

EXHIBIT 7

RESOLUTION NO. 2022-107

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the Public Works metal roof project to GoodGame Company in the amount of \$98,648.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

APPENDIX 6

EXHIBIT 8**RESOLUTION NO. 2022-108**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the landscape service contract to Blackjack Horticulture in the amount of \$77,988.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

APPENDIX 7**EXHIBIT 9****RESOLUTION NO. 2022-109**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Construction Contract between the City and Meadows Contracting, Inc., in the form as attached hereto as Exhibit A, with respect to the fire curtain at The O'Neal Library.

APPENDIX 8**EXHIBIT 10****RESOLUTION NO. 2022-110**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Construction Contract between the City and Meadows Contracting, Inc., in the form as attached hereto as Exhibit A, with respect to the bullet-resistant windows in the City Manager's office suite.

APPENDIX 9**EXHIBIT 11****RESOLUTION NO. 2022-111**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Ashley Spotswood is hereby re-appointed to the Village Design Review Committee to serve without compensation through August 12, 2025.

APPENDIX 10**EXHIBIT 12****RESOLUTION NO. 2022-112**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Katie Wohlwend is hereby re-appointed to the Village Design Review Committee to serve without compensation through August 23, 2025.

APPENDIX 11

EXHIBIT 13

RESOLUTION NO. 2022-113

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a Right of Way Encroachment Agreement, in the form as attached hereto as Exhibit A, between the City of Mountain Brook and Grant and Kacey Todd, with respect to 2100 English Village Lane.

APPENDIX 12

EXHIBIT 14

RESOLUTION NO. 2022-114

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional professional office use application to allow PM Method Physical Therapy at 2000 Cahaba Road, Suite 200 (English Village) as outlined in the application made by Matt and Paige McClees.

APPENDIX 13

EXHIBIT 15

ORDINANCE NO. 2127

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") heretofore has adopted various building codes promulgated by the International Code Council (the "ICC") and the National Fire Protection Association relating to buildings, residences, and other structures (collectively, the "Building Codes") in the City of Mountain Brook ("City"); and

WHEREAS, the City Council desires that the City adopt the 2021 versions of the Building Codes (the "Updated Building Codes") that are enumerated and specified herein for use and application for buildings and structures within its corporate limits; and

WHEREAS, the adoption of the Updated Building Codes by reference is authorized by Ala. Code §11-45-8 (1975); and

WHEREAS, the adoption of the Updated Building Codes will facilitate the performance of inspection activities by the City and promote the public safety, health and general welfare of its residents and owners, occupants and users of buildings and structures in the City.

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

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

“Sec. 109-31. - Building codes—Adoption by reference.

(a) Except as provided herein, the International Building Code - 2021 Edition ("ICC Building Code"), 2021 International Fire Code (IFC), International Residential Code - 2021 Edition (the "IRC") and -2021 Edition ("the ISPSC") International Swimming Pool and Spa Code, as published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the building code of the city by reference as though they were copied herein.

(b) With respect to the ICC Building Code and the IRC, the city modifies the forms proposed by the ICC as follows:

(i) *Section [A]101.4. of ICC Building Code - Referenced codes:* The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) *Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC - Schedule of Permit Fees:* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(iii) *Sections [A] 111.1 of ICC Building Code & R110.1 of IRC - Use and Occupancy.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature of the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) *Sections [A] 113 of ICC Building Code & R112 of the IRC - Board of Appeals.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the

appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.

(v) *Sections [A]114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

(vi) *Chapter 11 of IRC- Energy Efficiency.* This Chapter is adopted except as follows:

(a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of existing buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of existing buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.

(vii) *Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems.* This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system; Exceptions:
 - i. No exemption shall be granted for any dwelling constructed less than 7 feet from the property line, where emergency apparatus vehicular access is by way of a driveway with an elevation change of greater than 10%, or where the dwelling structure is located 250 feet or more from the public right of way, unless otherwise granted by the Fire Marshall after review and approval of other alternatives

provided in the IFC and a determination that such alternatives are sufficient to meet the objectives of the IFC, and

ii. No exemption shall be granted for 2-family or more dwelling units.

(viii) Section 506.2.1 of the 2021 IRC is adopted but is amended by adding the following language to such section:

Fill depths between 24-60" shall be permitted where fill consists of #57 compacted gravel stone backfill, where under a concrete slab floor for over excavation situations and where #4 rebar on 16" center tied in both directions or other approved reinforcement material, as specified by an engineer's report, is utilized.

(ix) Section 302.5.1 of the 2021 IRC is adopted but is amended as follows:

Section 302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8" thickness solid or honeycomb core steel doors not less than 1 3/8" or 20 minute fire rated automatic closing device or self-closing doors.

(x) Section R312.1.1 of the 2021 IRC is adopted but is amended as follows:

Section R312.1.1 Where required. Guards shall be provided for those portions of open sided walking surfaces including floors, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below. Insect screening shall not be considered as a guard."

Section 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 3. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 4. The amendments to the enumerated Building Codes adopted hereinabove shall prevail over any conflicting provision of the Building Codes adopted previously by the Council. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

In addition, when a provision in the adopted Building Codes refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 5. This ordinance shall be effective immediately after adoption and publication as provided by law.

Steve Boone <boones@mlnbrook.org>
To: "Thomas, Michael" <MiThomas@brasfieldgorrie.com>

Fri, Jul 15, 2022 at 2:26 PM

Thank you for your review and follow-up. Yes, we will keep your FMX access active and appreciate your continuing assistance.

On Fri, Jul 15, 2022 at 8:44 AM Thomas, Michael <MiThomas@brasfieldgorrie.com> wrote:

I conducted a Microsoft Team meeting yesterday with Greg Amacher to discuss the Scheduled Maintenance Agreement proposal that was submitted by Comfort Systems USA. We discussed the following items:

- Specific man hours figured per month for technicians to be on site performing scheduled maintenance. Based on the count of 123 units for service, they calculated an average of forty-five (45) minutes per unit for maintenance observation/service per year and an additional one-hundred thirteen hours per year for coil cleaning and cooling tower cleaning. Combine the hours and it averages to forty and one-half hours per month of schedule maintenance work.
- Their plan will be to utilize a two (2) service technician team to perform work (on average) for two and one-half (2 1/2) days per month.
- These man hours include the Municipal Complex as well as the O'Neal Library.
- Their execution plan will be taking a number of units per month to systematically cover all units on a rotational basis.
- Service work outside the scope of the Scheduled Maintenance Agreement: Under the signed agreement, the City would be charge a discounted labor rate of \$94 per hour (\$10 off standard street rate of \$104).
- FMX data entry: Greg understands work orders will need to be scanned into FMX per piece of equipment. I will offer to assist them in getting up to speed with the software once they are given permission to access the system.
- I would like to request that I maintain my FMX login to assist in back checking service work entry for the equipment being serviced.

Based on our conversation yesterday, and reviewing the scope of work and man hours included, I would recommend Comfort Systems USA to be awarded the Scheduled Maintenance Agreement for the next three-year term.

This agreement does indicate an increase over what Metro was charging, but Metro stated they discounted their contract rate with the anticipation of recouping cost based on service work outside the scope the contract.

Looking back at the numbers receive in 2019 (see bid 2019 bid tabulation attached), Comfort Systems price only increase this year by less than \$500. I feel they had the correct scope of work covered in their proposal then as well as now.

Please let me know if you need anything in addition to prepare your recommendation to the City Council.

Thank you

Mike Thomas, Director of Facilities

Brasfield & Gorrie

RESOLUTION NO. 2019-103



CITY OF MOULTON (AIN BROOK)
P. O. Box 236005
Moulton, Brook, Alabama 36114-6705
116199900 336.887.2423
www.moulton.org

Bid Tabulation
HVAC Scheduled Maintenance (B-20190510-006)
July 12, 2019, 10 a.m.

It does that (verified by virtue of including the necessary pre-bid meeting and walk-through:

Contractor	Monthly Fixed Fee		
	Cts. Complex	Library	Combined
Jandy Services	Declined	Declined	N/A
Comfort Systems USA	\$5,118.42	\$1,288.09	\$4,866.51
Metro Mechanical Services, Inc.	\$1,723.09	\$757.66	\$2,475.00
Jeffcoat Mechanical	\$7,219.45	\$1,226.57	\$4,145.94

By:

Steven Boone
Steven Boone, Finance Director
July 11, 2019

APPENDIX I

ATTACHMENT A - CONTRACTOR BID RESPONSE FORM

Below are the firm bids of the undersigned to perform the contemplated HVAC Scheduled Maintenance and Other Work contemplated in Bid# B-20220810-004. The undersigned submits this Form in response to the City's Invitation to Bid for this Bid. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be listed below, submits its bid and agrees to perform its work in accordance with those Specifications and other requirements in the Bidder Information materials.

Fixed monthly charge for HVAC Scheduled Maintenance Work to be performed at the City Buildings (City Hall, Fire Administration & Station One & Police Department) only for the period from August 1, 2022 – July 31, 2025 (See Section I E of Specifications for list of these regular maintenance operations)

\$ 3,445.92 per month

Fixed monthly charge for HVAC Scheduled Maintenance Work to be performed at the period from August 1, 2022 – July 31, 2025 (See Section I E of Specifications for list of these regular maintenance operations)

\$ 1,407.08 per month

Here list any other regular maintenance services that Contractor agrees to perform that are not shown in Section I E of the Specifications:



PROJECT: ENGINEERING ON-CALL CONTRACT

AGREEMENT

BETWEEN

SAIN ASSOCIATES, INC.

AND

CITY OF MOUNTAIN BROOK

ENGINEERING ON-CALL CONTRACT

SA # 18-0157

July 12, 2022

Two Perimeter Park South, Suite 500E - Birmingham, Alabama 35243 | 205.840.6420 | sain.com

Engineering On-Call Contract Page 3

ARTICLE III - PAYMENT

For services performed by the CONSULTANT as provided for under this AGREEMENT, and as full and complete compensation thereof, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise expressly provided herein, subject to and in conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT a fee based on applicable unit prices listed in the attached Terms and Conditions:

Table with 2 columns: Service Category and Rate. Includes Principal, Engineer/Planner, Senior Engineer, GIS Professional, Designer, Surveyor, Survey Crew, Survey Per Diem, Level 1 Inspector, Level 2 Inspector, and Administrative Support.

Sain reserves the right to raise rates up to a maximum of 5% at the end of each calendar year. Sain will provide 60 days written notice if it intends to increase the hourly rates at the end of the year.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

Engineering On-Call Contract Page 4

Responsibility of the Client

Client shall provide all criteria and full information as to its requirements for the Project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions.

Force Majeure

July 25, 2022

APPENDIX 2



Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract:

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2018

APPROVED BY:

SAIN ASSOCIATES, INC.

Alicia Bailey, P.E.
Principal/Owner
AL Reg #26339

Becky White, PTP
Principal/Owner

ACCEPTED BY:

CITY OF MOUNTAIN BROOK

BY: _____
TITLE: Mayor

DATE: 7-25-2022



APPENDIX 2

July 12, 2022

City of Mountain Brook
 56 Church Street
 Mountain Brook, AL 35213
 P.O. Box 130009

c/o Jess Sirkin

Attn: Jess Sirkin (jsirkin@schoel.com)

Subject: Proposal to Provide Subsurface Exploration and
 Geotechnical Consultation Services
 MBJHS Storm Sewer
 Mountain Brook, Alabama
 Building & Earth Proposal No. BH24306

Dear Ms. Sirkin:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide subsurface exploration and geotechnical consultation services for the subject project. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a budget for our services.

PROJECT INFORMATION

We understand that a new storm sewer line is planned along the eastern side of Mountain Brook Jr. High School in Mountain Brook, AL. Based on conversations with the design team and the provided Storm Profile, prepared by Schoel, dated 7/8/2022, the pipe will extend approximately 6 to 12 feet below grade. Due to this, the depth to rock is of particular concern.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
 Tuscaloosa, AL • Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
 Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
 Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

MBJHS Storm Sewer, Mountain Brook, AL
 Proposal No. BH24306, July 12, 2022

analysis, then we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

Subsurface Exploration	\$2,910.00
Project Coordination	\$450.00
Geotechnical Letter Preparation	\$1,150.00
Total	\$4,510.00

After issuance of the Geotechnical report, any additional revisions, client meetings, and/or consultations will be billed at a rate of **\$150** per hour.

AUTHORIZATION AND SCHEDULE

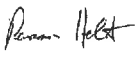
We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building and Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 10 - 15 business days after receiving written authorization to proceed and will take 1 day to complete. The written report will be available within 10 business days following the field exploration.

We will discuss the site conditions with you during the course of the work. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.


 Pearson Holt, P.E.
 Project Engineer


 Joey Jones, P.E.
 Branch Manager

GEOTECHNICAL SCOPE OF SERVICES

Our scope of work will include soil test borings. The purpose of the geotechnical exploration will be to determine general subsurface conditions along the subject sewer line. The following details the subsurface exploration.

Field Exploration

Our scope of services will include a geotechnical site reconnaissance and subsurface exploration consisting of 5 soil test borings, as requested by Schoel. The borings will be advanced to 15 feet, or auger refusal, whichever occurs first. Boring locations were provided by Schoel.

Summary Letter:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the boring locations including a description of the groundwater conditions observed in the borings. Long-term groundwater monitoring is not included in our scope of work.
- Presentation of boring logs.

UTILITIES / SITE ACCESS

Based on Google Earth imagery the site is clear and access preparation will not be required. No re-grading or re-vegetation of the site following the completion of our field exploration is included in our scope of work. Borings will be backfilled with auger cuttings upon completion of drilling. Borings performed in asphalt areas will be patched with cold patch asphalt.

We will contact Alabama One-Call prior to our mobilization to mark public utilities. We request that the current owner provide us with any available information regarding underground utility lines. Building & Earth Sciences, Inc. will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

BUDGET

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, the budget for subsurface exploration and geotechnical evaluation is presented below. If conditions are encountered that require additional

MBJHS Storm Sewer, Mountain Brook, AL
 Proposal No. BH24306, July 12, 2022

Attachments:
 Authorization Sheet and Terms & Conditions
 Proposed Boring Location Plan

APPENDIX 3



Reference used to produce this drawing: Being Exhibit prepared by School undated	PROPOSED BORING LOCATION PLAN	PROPOSAL NO.: BH24306 PROPOSAL NAME / LOCATION: MBJHS Storm Sewer / Mountain Brook, AL	SCALE: As Shown DATE: 7/12/22	
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INFORMATION SHEET

PROJECT NAME/LOCATION: MBJHS Storm Sewer (GEO) Mountain Brook, AL

PROPOSAL/PROJECT NO. BH24306 DATE: 07/12/2022

CLIENT: City of Mountain Brook

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____
 Attention: _____ Title: _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____
 Attention: _____ Title: _____

REPORT DISTRIBUTION:

Firm: _____ Firm: _____
 Address: _____ Address: _____
 Attention: _____ Attention: _____
 Email: _____ Email: _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultant's Proposal

Revised 09-07-2021

APPENDIX 3

PROJECT NAME/LOCATION: MBJHS Storm Sewer (GEO) Mountain Brook, AL

PROPOSAL/PROJECT NO. BH24306 DATE: 7/12/2022

CLIENT: City of Mountain Brook

ACCEPTANCE OF CONTRACT:

The Contract consists of the Information Sheet, the Consultant's Proposal, and the attached General Terms and Conditions (the "Contract"), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by consultant and Client.

THIS CONTRACT is entered into as of the 25th day of July, 2022

CLIENT
City of Mtn. Brook
 (Company Name)
 Sign: [Signature]
 Print: Stewart Welch
 Its: Mayor
 Address: 56 Church St.
Mtn. Brook, AL 35213

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers
GENERAL TERMS AND CONDITIONS-
Geotechnical Consultation and Exploration Services

SECTION 1: STANDARD OF CARE

1.1 The standard of care for all services performed or furnished by Building & Earth Sciences, Inc ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

2.1 **Services.** Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which include subsurface exploration and geotechnical consultation services. The information provided and reports prepared by Consultant are intended for the exclusive use of Client for the Project and the scope of services defined herein.

2.2 **Subsurface Exploration and Geotechnical Consultation Services.** If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) **Subsurface Risks.** Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) **Site Clearing/Erosion Control.** When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) **Utilities/Existing Man Made Objects.** Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing or by providing accurate and current existing conditions documentation. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the existing conditions documentation furnished to Consultant. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless the Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising out of or relating to damage to subsurface conditions, utilities or structures, whether owned by Client or third parties.

(d) **Samples.** Consultant will retain soil and rock samples subject of its exploration and testing activities for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications

(1) Any reports prepared by Consultant in connection with this Contract are for general geotechnical information purposes only. Further design and engineering services are necessary to establish a basis for design, estimating and construction work. Accordingly, Client shall not rely on these reports to prepare accurate bids or estimates for excavation and related works including but not limited to rock quantities, dewatering, removal of unsuitable materials or excavation support. A more fully developed scope of investigation, analysis, and consultation will be required for further design and engineering and quantity estimation purposes.

(2) Client agrees to retain Consultant to provide consultation to other design professionals who will utilize or be affected by any report furnished by Consultant in connection with this Contract including review of plans and specifications prepared by such other design professionals. The review of plans and specifications by Consultant is to provide advice with regard to the proper consideration of geotechnical information, issues, findings and recommendations identified in the Consultant's report(s) as other design professionals and contractors interpret and incorporate such information and recommendations in their design services and construction activities.

(3) Client acknowledges that misinterpretation or improper use of Consultant's reports by engineers, contractors or others in preparing design, construction and bid documents and cost and quantity estimates is a frequent cause of construction claims. Client agrees to defend, indemnify and hold harmless Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Schedule of Performance. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the schedule of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: CLIENT RESPONSIBILITIES AND INFORMATION

3.1 Designated Client Representative. The Client shall identify a Designated Representative who shall be authorized to act on the Client's behalf with respect to the Project. The Client's Designated Representative shall render Project related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall not be liable for any error or omission made by the Client, or Designated Client Representative or consultant or contractor retained by Client.

3.2 Client Provided Services and Information. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client or its Designated Client Representative or other consultants or contractors retained by Client. Consultant shall provide prompt written notice to the Client if Design Professional becomes aware of any errors, omissions or inconsistencies in such services or information.

SECTION 4: OWNERSHIP OF DOCUMENTS

4.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

4.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.



Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of further investigation and design of the Project, subject to the limitations stated in Section 2 above, for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").

4.4 Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless Consultant and any of its employees and sub-consultants from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 5: PAYMENT TERMS

5.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.

5.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, Client shall pay Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and schedule of performance shall be equitably adjusted.

5.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.

5.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 6: INSURANCE & LIMITATION OF LIABILITY

6.1 Consultant shall procure and maintain the following insurance coverage:

(a) Worker's Compensation Insurance	statutory limit
(b) Employer's Liability	\$1,000,000
(c) Comprehensive General Liability Insurance	
General Aggregate	\$2,000,000
Bodily injury & property damage	\$1,000,000 per occurrence
(d) Automobile Liability insurance	\$1,000,000 per occurrence

6.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of Consultant to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is less.

6.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.



APPENDIX 3

SECTION 7: RIGHT OF ENTRY

7.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Consultant shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 8: SAMPLING OR TEST LOCATION

8.1 Unless otherwise specified in writing, Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant," "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Consultant and its sub-consultants (if any) from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to the presence or discovery of any Hazardous Substance on the Project site.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between appropriate representatives of each party authorized to bind each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Binding Dispute Resolution. If the parties do not resolve a dispute through mediation the parties shall proceed to binding dispute resolution either through litigation in a court of competent jurisdiction in Birmingham, Alabama or by arbitration, as determined by the parties at the time of the unresolved dispute.

(i) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. If the parties elect to pursue binding dispute resolution through arbitration, the controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof.

(ii) In the determination by the court of competent jurisdiction or arbitrator(s), the prevailing party may be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, but not defend, from and against damages, losses and judgments arising from claims by third parties (including reasonable attorneys' fees, expenses and dispute resolution costs) but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Contract. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, subcontract or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain or are inconsistent with the scope of Consultant's services on the Project. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.



SECTION 15: NON-SOLICITATION AGREEMENT

15.1 It is agreed that the Client, shall not solicit for hire or induce any person who is an employee, independent contractor, subcontractor or agent of Consultant to terminate their employment or relationship with Consultant, in order to become an employee, come under the direction of the Client to independently perform services for the Client, during the term of this Agreement and twelve (12) months after its termination without the express written consent of Consultant. If the Client breaches this agreement and employs the above, or causes the termination of employment with Consultant, the Client will immediately pay Consultant an amount equal to two (2) years of revenue typically generated by that employee to compensate for the loss of revenue and training.

SECTION 16: MISCELLANEOUS

- 16.1 Governing Law. This Contract shall be governed by the law of the state in which the Project is located.
- 16.2 Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.
- 16.3 Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 16.4 Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.
- 16.5 Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.
- 16.6 Expiration. This proposal is valid for a period of 90 days from the date of the proposal. After 90 days, Consultant will consider extending the offer if requested to do so by Client.

APPENDIX 3



1 - About 17 1/2" tall from floor to seat, black, metal frame, plastic seat and backrest. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Chairs - No armrests

10 - About 17 1/2" tall from floor to seat, red, metal frame, fabric seat and backrest. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Chair - No armrests

5 - About 17 3/4" tall from floor to seat, metal frame, upholstered (dirty, different colors/pattern). The library does not have a loading deck, and staff are not available to assist with moving/loading.



Serial Number	Description	Quantity	Notes
001121108	Computer Mouse	54	Various Models
001121111	Computer Keyboard	13	Various Models
001121113	Computer Mouse	2	Various Models
001121114	Computer Mouse	5	Various Models
001121115	Computer Mouse	1	IBM
001121116	Router	2	
001121117	Router	9	
001121118		4	
001121119		1	
001121120		1	
001121121		1	
001121122		1	
001121123	Photo Switch Panel	2	
001121124		1	
001121125		1	
001121126		2	
001121127		1	
001121128		1	
001121129		1	
001121130		1	
001121131		1	
001121132		1	
001121133		1	
001121134		1	
001121135		1	
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001121297		1	
001121298		1	
001121299		1	
001121300		1	



Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 92

5.3 L V-8

4 door/ 4 WD

VIN: 4GNSK2E05CR261865

1093

RE: Surplus vehicle

1 message

Sam Gaston <gastons@mtnbrook.org> Mon, Jul 18, 2022 at 12:55 PM
To: Christopher Mullins <mullinsc@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>
Cc: Ronald Vaughn <vaughnr@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Stacey Cole <coles@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Let's ask Heather to put this on the formal agenda.

Samuel S. Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax



From: Christopher Mullins [mailto:mullinsc@mtnbrook.org]
Sent: Monday, July 18, 2022 11:42 AM
To: Steve Boone; Sam Gaston
Cc: Ronald Vaughn; David Kennedy; Stacey Cole
Subject: Surplus vehicle

Steve and Sam -

We would like to surplus a vehicle.

2012 Chevrolet Tahoe (white)

This is the RESERVE Shift Commanders vehicle (currently sitting at station two)

If the City Council is amenable, we would like to donate it to the Blount County Coroner's Office. Do we need an official request from them?

—
Chris J. Mullins, MSEM
Fire Chief
Mountain Brook Fire Department
102 Tibbett Street
Birmingham, Alabama 35213
205 802-3837 – Office
205 438-2796 – Cell
mullinsc@mtnbrook.org

[Redacted]

APPENDIX 5



1094

Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 92

Public Works Metal Roof

Ronald Vaughn <vaughnr@mtnbrook.org> Thu, Jul 21, 2022 at 4:05 PM
To: Heather Richards <richardsh@mtnbrook.org>
Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>, Darren Davis <davidsd@mtnbrook.org>, Janel Forbes <forbesj@mtnbrook.org>

Public Works has reviewed the bids for the subject project and we recommend awarding the contract to Good Game Company. Good Game is the lowest responsible bidder in the amount of \$98,648.00.

Attached is the sign in sheet and tabulation sheet for this bid opening.

Thanks

📎 Bid Tabulation - PW Metal Roof Project.docx

📎 Metal Roof = Sign in sheet.pdf

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

Bid Tabulation
Public Works Metal Roof Project
July 21, 2022, 9 am

Bidders that qualified by virtue of attending the mandatory pre-bid meeting:

Table with 2 columns: Bidder Name, Bid Amount. Rows: Good Game Company (\$ 98,648.00), Ridgeline Roofing & Restoration, LLC (\$100,467.42)

By:

Ronnie Vaughn, Public Works Director
July 21, 2022

APPENDIX 6



Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 92

Landscape Services Contract

Bid Tabulation
Landscape Services Contract
July 12, 2022

Ronald Vaughn <vaughnr@mtnbrook.org> Thu, Jul 21, 2022 at 11:47 AM
To: Heather Richards <richardsh@mtnbrook.org>
Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

Public Works has reviewed the bids for Landscape Services in the villages and recommend the contract be awarded to Blackjack. Blackjack's bid of \$77,988.00 was the lowest bid meeting all requirements. We have used Blackjack in the past and have been satisfied with their work.

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

Acre Group	\$38,100.00
Blackjack	\$77,988.00
Landscape Services	\$78,665.23
Landscape Workshops	\$84,300.00
Thrive Outdoor	\$116,880.00
Father Nature	\$163,267.49

By: Ronnie Vaughn, Public Works Director

APPENDIX 7

1096

City Project No.

MINUTE BOOK 92

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this 22nd day of July, 2022 between the

OWNER(s),

Entity Name(s): CITY OF MOUNTAIN BROOK, ALABAMA
Address(es): 56 Church Street Mountain Brook, AL 35213
Email(s) & Phone #(s): City Manager: Sam Gaston - sgaston@mtnbrook.org 205-802-3803

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is

Firm Name: Rob Walker Architects, LLC
Contact at Firm: Rob Walker
Address of Firm: 2229 1st Avenue South, Suite 110, Birmingham, Alabama 35233
Contact's Email & Phone #: rob@rw4arch.com - 205.254.3212 • Work

and the CONTRACTOR, William H Meadows, Jr

Company Name: Meadows Contracting, Inc.
Address: 117 Hillside Road Birmingham, AL 35213
Email & Phone #: bill@meadows-contracting.com, 205-369-2589

The CONTRACT SUM is Thirty-Nine Thousand One Hundred Twenty Dollars (\$39,120.00). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor's Total Bid for the Work based on estimated quantities of material, and, if applicable, the following Bid Alternate Prices:

N/A on this Project

for the WORK of the Project (identified as PROJECT):

Storefront Glass on 2nd Floor at Emmet O'Neal Library, 50 Oak Street, Mountain Brook, Alabama 35213

The CONTRACT TIME is 45 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

NOTE: Storefront glass 3 weeks out from time of frame install.

PROJECT REPRESENTATIVES. The respective PROJECT REPRESENTATIVES of the parties to this CONSTRUCTION CONTRACT are as follows:

Owner Representative

Name: Steve Boone
Title: City Financial Director
Email & Phone #: boones@mtnbrook.org

Contractor Representative:

Name: William H Meadows, Jr
Title: President
Email & Phone #: bill@meadows-contracting.com, 205-369-2589

The CONTRACT DOCUMENTS for the PROJECT are as follows (below list any Supplementary Conditions, Specifications of the Work, Drawings or other Documents that are incorporated into this CONTRACT):

- 1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT (City Mt Brook Form June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. CONSTRUCTION DRAWINGS DATED 05.05.2022
6.

and have been amended by the following ADDENDA (if applicable):

N/A on this Project

OWNER AND CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay the Contract Sum (subject to any additions or deductions for change orders, Liquidated Damages or other adjustments as provided in the Contract Documents), and Contractor will accept that amount as full compensation for its performance of the Work.

LIQUIDATED DAMAGES. If Contractor does not substantially complete the Work on the PROJECT by the stated Time, the LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be the dollar amount stipulated in the following space: ---

--- Hundred Dollars (\$ 00.00) per calendar day.

SPECIAL PROVISIONS

None on this Project

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor hereby certifies that it is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No(s): 41666
Classification(s): BC-S: Remodeling and Alteration
Bid Limit: Unlimited

(Counterpart Signature Page Follows)

WHEREAS, the undersigned, duly authorized representatives of the respective parties enter this CONSTRUCTION CONTRACT on behalf of their organization.

OWNER

By: [Signature]
Printed Name: Stewart Welch
Its: Mayor
Date: 7-25-2022

CONTRACTOR

By: [Signature]
Printed Name: William H. Meadows, Jr.
Its: President
Date: 7-22-22

APPENDIX 8

MEADOWS CONTRACTING
 117 Hillsdale Road
 Birmingham, Alabama 35213
 Office: 205-879-9758
 Fax: 205-278-5865
 Cell: 205-369-2589

ESTIMATE

MINUTE BOOK 92

Prepared for: Emmet O'Neal Library
 50 Oak Street
 Mountain Brook, AL 35213

Project: Storefront Glass 2nd Floor

Date: 19-Jul-22

Quantity: _____ Scope of Work: _____ Bid: _____

1	Cover up for demo	\$	600.00
1	Construct plywood scaffold above stairwell	\$	850.00
1	Demolish roll up door & rebuild soffit & side wall	\$	14,400.00
1	Demolish electrical to fire shutters & remove fluorescent lighting	\$	1,000.00
1	Provide & install 2 section 17'6" x 6'6" of dark bronze storefront with 1/2" clear tempered in a butt glaze style	\$	11,500.00
1	Prime new drywall; Paint two coats latex flat to vaulted ceiling;	\$	2,300.00
1	Paint two coats latex eggshell to walls	\$	850.00
1	Demolish scaffold	\$	1,300.00
1	Clean up	\$	6,520.00
1	Profit	\$	
		\$	39,120.00

Notes: If fire shutters are tied into fire alarm, add \$250 for fire alarm service call

**MOUNTAIN BROOK O'NEAL PUBLIC LIBRARY:
 STAIR ENCLOSURE**
 50 Oak Street
 Mountain Brook, AL 35213

CONSTRUCTION DOCUMENTS
 PROJECT NO: 5009.00
 DATE: MAY 04, 2022

APPENDIX 8

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

FOR THE ARCHITECT: MOUNTAIN BROOK ARCHITECTURE, 117 HILLSDALE ROAD, BIRMINGHAM, AL 35213

FOR THE CONTRACTOR: MOUNTAIN BROOK CONTRACTORS, 117 HILLSDALE ROAD, BIRMINGHAM, AL 35213

DATE: 19 JUL 2022

PROJECT NO: 5009.00

PROJECT NAME: MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

PROJECT LOCATION: 50 OAK STREET, MOUNTAIN BROOK, AL 35213

PROJECT DESCRIPTION: STAIR ENCLOSURE PROJECT

SHEET INDEX

PROJECT DIRECTORY

KEY PLAN

CODE REVIEW DATA

REVISIONS

DATE: 19 JUL 2022

PROJECT NO: 5009.00

PROJECT NAME: MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

PROJECT LOCATION: 50 OAK STREET, MOUNTAIN BROOK, AL 35213

PROJECT DESCRIPTION: STAIR ENCLOSURE PROJECT

SHEET INDEX

PROJECT DIRECTORY

KEY PLAN

CODE REVIEW DATA

REVISIONS

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

SYMBOLS

RENOV/DEMO NOTES

GENERAL NOTES

INTERIOR NOTES

A0.1

1. DEMOLISH EXISTING STAIR ENCLOSURE AND REBUILD WITH NEW GLAZED ALUMINUM STOREFRONT SYSTEM WITH 1/2" CLEAR TEMPERED GLASS IN A BUTT GLAZE STYLE. PROVIDE AND INSTALL 2 SECTION 17'6" X 6'6" OF DARK BRONZE STOREFRONT WITH 1/2" CLEAR TEMPERED GLASS IN A BUTT GLAZE STYLE.

2. DEMOLISH EXISTING ROLL UP DOOR AND REBUILD SOFFIT AND SIDE WALL WITH NEW GYPSUM BOARD AND PAINT TWO COATS LATEX EGG SHELL TO WALLS.

3. DEMOLISH EXISTING ELECTRICAL TO FIRE SHUTTERS AND REMOVE FLUORESCENT LIGHTING.

4. PROVIDE AND INSTALL 2 SECTION 17'6" X 6'6" OF DARK BRONZE STOREFRONT WITH 1/2" CLEAR TEMPERED GLASS IN A BUTT GLAZE STYLE.

5. PRIME NEW DRYWALL; PAINT TWO COATS LATEX FLAT TO VAULTED CEILING; PAINT TWO COATS LATEX EGG SHELL TO WALLS.

6. DEMOLISH SCAFFOLD.

7. CLEAN UP.

8. PROFIT.

9. IF FIRE SHUTTERS ARE TIED INTO FIRE ALARM, ADD \$250 FOR FIRE ALARM SERVICE CALL.

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

A1.0

July 25, 2022

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

FOR THE ARCHITECT: MOUNTAIN BROOK ARCHITECTURE, 117 HILLSDALE ROAD, BIRMINGHAM, AL 35213

FOR THE CONTRACTOR: MOUNTAIN BROOK CONTRACTORS, 117 HILLSDALE ROAD, BIRMINGHAM, AL 35213

DATE: 19 JUL 2022

PROJECT NO: 5009.00

PROJECT NAME: MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT

PROJECT LOCATION: 50 OAK STREET, MOUNTAIN BROOK, AL 35213

PROJECT DESCRIPTION: STAIR ENCLOSURE PROJECT

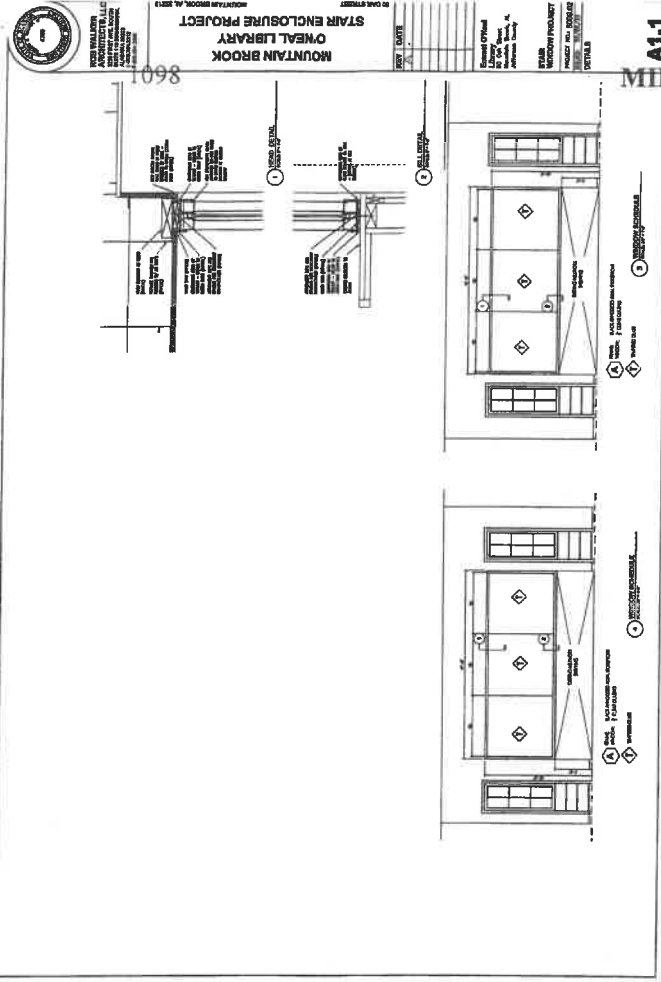
SHEET INDEX

PROJECT DIRECTORY

KEY PLAN

CODE REVIEW DATA

REVISIONS



City Project No. _____

MINUTE BOOK 92

1099

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this 22nd day of July, 2022 between the

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is

OWNER(s),

Entity Name(s): CITY OF MOUNTAIN BROOK, ALABAMA
Address(es): 56 Church Street, Mountain Brook, AL 35213
Email(s) & Phone #(s): City Manager: Sam Gaston - sgastons@mtnbrook.org, 205-802-3803

Firm Name: Rob Walker Architects, LLC
Contact at Firm: Rob Walker
Address of Firm: 2229 1st Avenue South, Suite 110, Birmingham, Alabama 35233
Contact's Email & Phone #: rob@rw4arch.com - 205.254.3212 • Work

The CONTRACT SUM is Forty-Nine Thousand Four Hundred Twenty-Four Dollars (\$ 49,424.00). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor's Total Bid for the Work based on estimated quantities of material, and, if applicable, the following Bid Alternate Prices:

N/A on this Project

and the CONTRACTOR, William H Meadows, Jr

Company Name: Meadows Contracting, Inc.
Address: 117 Hillside Road, Birmingham, AL 35213
Email & Phone #: bill@meadows-contracting.com, 205-369-2589

The CONTRACT TIME is 30 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

NOTE: Bulletproof glass 6 weeks out from time of submittal approval.

PROJECT REPRESENTATIVES. The respective PROJECT REPRESENTATIVES of the parties to this CONSTRUCTION CONTRACT are as follows:

Owner Representative: Name: Steve Boone, Title: City Financial Director, Email & Phone #: boones@mtnbrook.org

Contractor Representative: Name: William H Meadows, Jr, Title: President, Email & Phone #: bill@meadows-contracting.com, 205-369-2589

for the WORK of the Project (identified as PROJECT):

City Manager's Office Bulletproof glass install at City Hall, 56 Church Street, Mountain Brook, Alabama 35213

The CONTRACT DOCUMENTS for the PROJECT are as follows (below list any Supplementary Conditions, Specifications of the Work, Drawings or other Documents that are incorporated into this CONTRACT):

- 1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT (City Mt Brook Form June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. CONSTRUCTION DRAWINGS DATED 05.23.2022
6.

and have been amended by the following ADDENDA (if applicable):

N/A on this Project

OWNER AND CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay the Contract Sum (subject to any additions or deductions for change orders, Liquidated Damages or other adjustments as provided in the Contract Documents), and Contractor will accept that amount as full compensation for its performance of the Work.

LIQUIDATED DAMAGES. If Contractor does not substantially complete the Work on the PROJECT by the stated Time, the LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be the dollar amount stipulated in the following space:

_____ Hundred Dollars (\$____00.00) per calendar day.

SPECIAL PROVISIONS

None on this Project

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor hereby certifies that it is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No(s): 41666
Classification(s): RC-S: Remodeling and Alteration
Bid Limit: Unlimited

(Counterpart Signature Page Follows)

WHEREAS, the undersigned, duly authorized representatives of the respective parties enter this CONSTRUCTION CONTRACT on behalf of their organization.

OWNER

By: [Signature]
Printed Name: Stewart Welch
Its: Mayor
Date: 7-25-2022

CONTRACTOR

By: [Signature]
Printed Name: WILLIAM H. MEADOWS, JR.
Its: PRESIDENT
Date: 7-22-22

APPENDIX 9

Prepared for: Mountain Brook City Hall
 56 Church Street
 Mountain Brook, AL 35213
 Rob Walker

Project: Bulletproof Glass
 City Managers Office

Date: 18-JUL-22

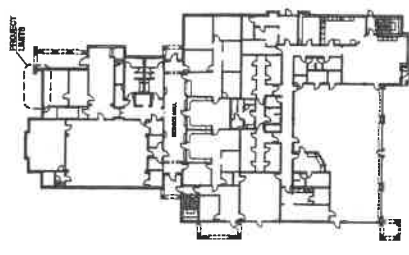
Quantity	Scope of Work	Bid
	Direct Costs:	
1	Cover up & demo window trim per plans	\$ 1,980.00
1	Paint grade window trim per site visit. See windows to receive Jamb Extensions, Casings, sills and aprons to match existing. All material to be paint grade.	\$ 9,837.00
	Prime/paint by others. Removal of existing by others.	
1	Supply & install UL782 level 3 standard 1 1/4" x 1 1/4" x 1250 br. 4ea - 2-0X8-0. Tes - 6'4"x5'2" Divided into 3 Res. Glass features 7 selected: 5L-53 heavy duty continuous hinges, 7 wire pull handles, & 7 Falcon D221 deadbolts with strike plates	\$ 26,590.00
1	Prime drywall repairs	\$ 2,600.00
	Send, caulk, putty, clean trim, prime/paint new trim	
	Paint two coats latex eggshell to walls, paint two coats oil semi-gloss to trim in Sam's office & Janitor's office	
1	Clean up	\$ 300.00
1	Profit	\$ 9,237.00
		\$ 48,424.00

Note: \$9200 less if we omit B18 windows

MOUNTAIN BROOK CITY HALL OFFICE WINDOW RENOVATION

56 Church Street
Mountain Brook, AL 35213

CONSTRUCTION DOCUMENTS
 PROJECT NO: 5021.00
 DATE: JUNE 23, 2022



PROJECT DESCRIPTION

SHEET INDEX

PROJECT DIRECTORY

CODE REVIEW DATA

PROJECT NO. 5021.00

PROJECT NO. 5021.00

PROJECT NO. 5021.00

APPENDIX 9

GENERAL NOTES

INTERIOR NOTES

RENOV/DEMO NOTES

MOUNTAIN BROOK CITY HALL OFFICE WINDOW RENOVATION

SYMBOLS

PROJECT NO. 5021.00

GENERAL NOTES

INTERIOR NOTES

RENOV/DEMO NOTES

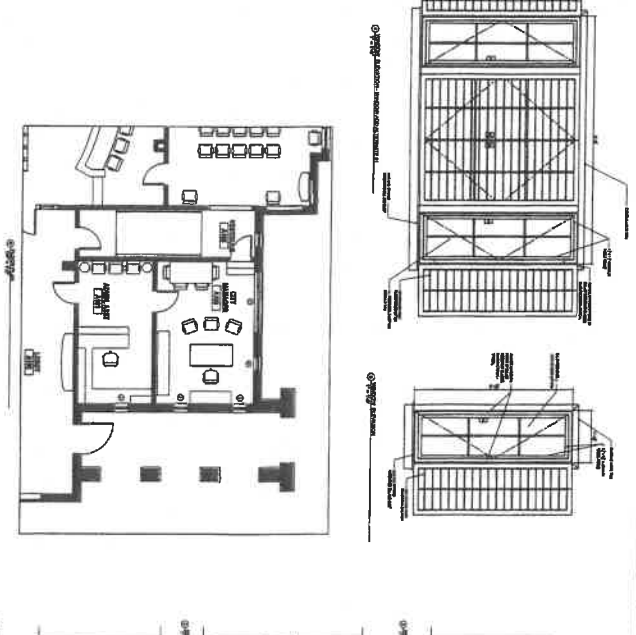
SYMBOLS

PROJECT NO. 5021.00

MOUNTAIN BROOK CITY HALL OFFICE WINDOW RENOVATION

SYMBOLS

PROJECT NO. 5021.00



GENERAL NOTES

INTERIOR NOTES

RENOV/DEMO NOTES

SYMBOLS

PROJECT NO. 5021.00

Tyler Slaten
56 Church Street
Mountain Brook, Alabama 35115
Telephone: 205/802-9816
Fax: 205/879-6913
hszend@mtbrook.org
www.mtnbrook.org

MINUTE BOOK 92



DATE: July 25, 2022
TO: Mayor, City Council & City Manager
FROM: Tyler Slaten, Senior Planner
RE: VDR Re-Appointment of Ashley Spotswood and Katie Wohlwend

The Village Design Review Committee has been polled and recommends the re-appointments of Ashley Spotswood and Katie Wohlwend to the VDR Committee for another three year term.

APPENDIX 10



1102

CITY OF MOUNTAIN BROOK

Tyler Slaten
56 Church Street
Mountain Brook, Alabama 35211
Telephone: 205/802-3816
Fax: 205/879-6913
hazend@mtnbrook.org
www.mtnbrook.org

MINUTE BOOK 92

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TO: Mayor, City Council & City Manager
FROM: Tyler Slaten, Senior Planner
RE: VDR Re-Appointment of Ashley Spotswood and Katie Wohlwend

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APPENDIX 11

THIS INSTRUMENT PREPARED BY:

JEFFERSON COUNTY)
STATE OF ALABAMA)

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this 25th day of July 2022 by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and Grant and Kacey Todd (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 2100 English Village Lane Mountain Brook, AL 35223
Parcel ID #: 28-00-06-4-016-009.000
Legal Description Lots 9 & 10 Block 12 South Highlands Pb 7/Pg 105

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain use of private road on public right of way at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:
2100 English Village Lane
Mountain Brook, AL 35223

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

2

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:
[Signature]
City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA
By: [Signature] Mayor

LICENSEE (if individual)
[Signature]

LICENSEE (if individual)
[Signature]

LICENSEE (if entity)

Name of Entity

By:

Its:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Grant Todd whose name is

signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 20th day of July, 2022. [Signature] NOTARY PUBLIC My Commission expires: 1-2-2023

STATE OF ALABAMA) (For Use if Licensee is Individual) COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that [Signature] whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 20th day of July, 2022. [Signature] NOTARY PUBLIC My Commission expires: 1-2-2023

STATE OF ALABAMA) (For Use if Licensee is Entity) COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that [Signature] whose name as of [Signature] is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

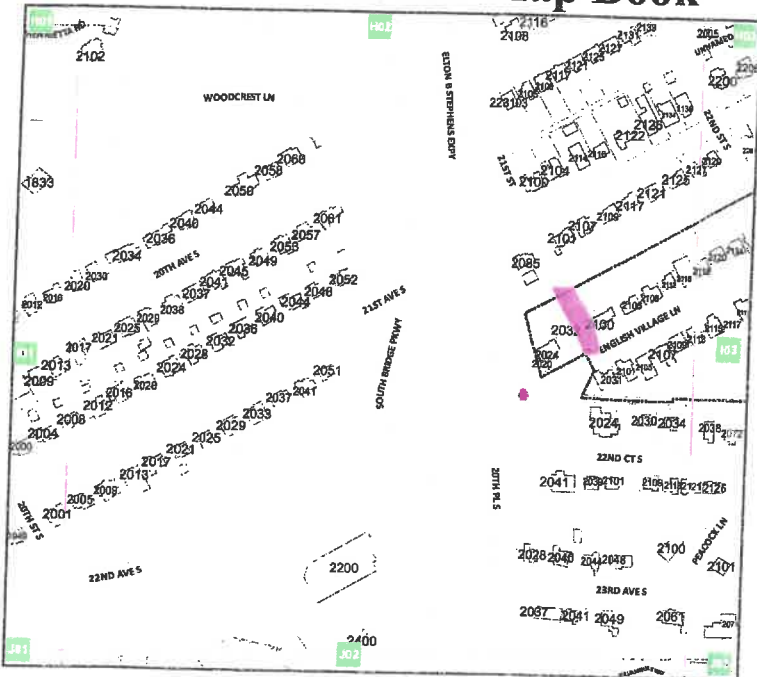
Given under my hand and official seal this ___ day of ___, 20__.

NOTARY PUBLIC My Commission expires: _____

EXHIBIT A - DEPICTION OF ENCROACHMENT AREA (Attach survey with dimensional data)

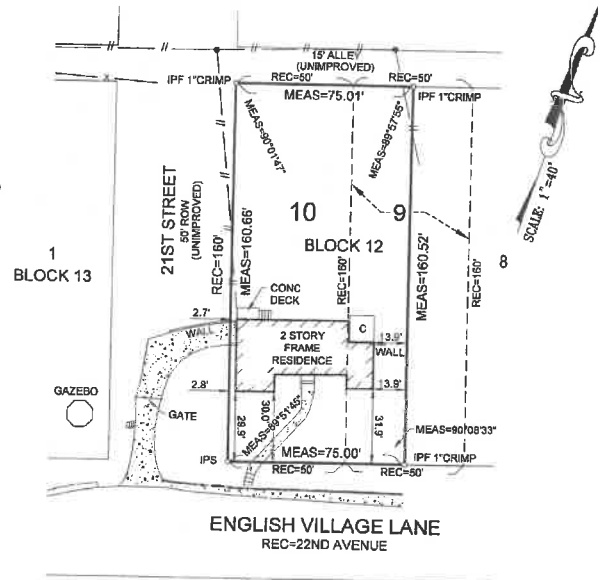
APPENDIX 12

Mountain Brook Map Book



LEGEND:

- ASPH = asphalt
BRG = bearing
BLDG = building
CALC = calculated
CAP = capped iron
CL = centerline
CH = chond
CONC = concrete
C = covered
D = deflection
E = east
ESENT = easement
FC = fence
FO = found
HW = handrail
IPF = iron pin found
IPS = iron pin set w/ISSI cap
L = length
MEAS = measured
MIN = minimum
MH = manhole
N = north
OH = overhead
P = porch
PC = point of curve
POB = point of beginning
POC = point of commencement
PT = point of tangent
PMT = pavement
R = radius
REC = recorded
RES = residence
ROW = right of way
S = south
SAN = sanitary
STM = storm
SWR = sewer
SYN = synthetic
UTIL = utility
U = uncovered
W = west
YI = yard inlet
degrees
minutes, in
bearings or angles
seconds, in
bearings or angles
feet, in distance
acres
more or less, or plus or minus



STATE OF ALABAMA SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed Lot 10 and the West 25 feet of Lot 9, Block 12, FIRST ADDITION TO SOUTH HIGHLANDS as recorded in Map Book 7, Pages 105 & 106 in the Office of the Judge of Probate, Jefferson County, Alabama; that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, that the correct address is as follows: 2100 English Village Lane according to my survey of April 19, 2022. Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS, INC. 2232 CAHABA VALLEY DRIVE SUITE M BIRMINGHAM, AL 35242 PHONE: 205-991-8985

[Signature] Carl Daniel Moore, Reg. L.S. #12159 July 25, 2022 Date of Signature



Order No. 889010 Purchaser: Blau Type of Survey: Property Boundary

1 inch = 250 feet USNG: 16S EC 1905

Northings: 05 W Eastings: 19



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/602-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: July 25, 2022
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – PM Method Physical Therapy
2000 Cahaba Road, English Village (Barber Building)

The proposed conditional use is a physical therapy use where 1-2 therapists work with a total of 1-2 clients at a time (one client per therapist). The use is currently housed in English Village, in the multi-tenant building behind Tonya Jones Salon, where it has operated in this manner since 2019. A conditional use approval was not required in the current location, as the Mixed Use zoning allows it. In the applicant's letter to the council he describes what has prompted the change in location as proposed.

As a matter of context for the subject site, in 2000, the Planning Commission approved an exception to the parking requirement for the construction of this building, containing 7,000 square feet (3,500 per floor) with only 5 on-site parking spaces. At the time of the parking exception, the zoning code allowed the Planning Commission to waive parking with the caveat that no on-site or street parking would be eliminated in conjunction with a proposed development. The minutes of the Planning Commission meeting for the waiver of parking for this building reflect that the ground floor would be occupied by retail and the second floor would be a professional use ("architects, CPA or anything else"). There was no limit placed on the number of second floor occupants.

Physical therapy falls under the zoning code definition of a professional office as defined here:

Office, professional. Offices uses such as accountants, architects, attorneys, dentists, engineers, insurance agents, physicians, realtors, surgeons or persons conducting similar occupations or professions whose occupation or profession often requires professional licenses or certification.

The applicant's letter indicates sufficient on-site parking for the anticipated 2 clients during a peak hour, and that the two therapists have been utilizing the all-day parking lots on Cahaba Road and Fairway Drive since 2019, and will continue to do so.

Dear City Council,

Thank you for moving mountains to hear our review for conditional approval for the use of PM Method Physical Therapy and Pilates at 2000 Cahaba Road suite 200. We sincerely appreciate the consideration and time that this council has dedicated. We apologize for the request haste in approval, we were unaware of the space requiring conditional review.

Our current physical therapy clinic has operated in English Village since May 2019 out of 600 Olde English lane suite 112 and have sincerely enjoyed being a part of this community and a small business in English Village. This location has two designated parking spots which currently meets our requirements.

we have two employees working Paige McClees (full time) and Matt McClees part time (1 to 3 hours a day) and will continue to be part time. Our peak times have 2 patients in at a time if we are both working, we usually have staggered or alternating schedules. Our goal is to have a second full time therapist, that would be ideally spaced to only have 2 therapists working at a time at peak times. At maximum we anticipate 3-4 spots being used at one time.

Our operating hours are from 8am to 7pm.

The business model for the practice is one on one therapist to patient or instructor to client. Our standards are to not double book to provide quality care. This model is different from the industry standard of having 3-4 patients with one therapist at a time. Rate of turnover would be every hour with patients able to park in designated spots. Employees will be required to park in all day parking lot to avoid congestion surrounding English village.

Our practice does not require weight machines that have a significant amount of weight to disrupt surrounding business. We have reformers that are used for Private Physical therapy and individualized therapeutic purposes. They are not used for group classes

The additional space provided at 2000 Cahaba Road suite 200 will provide the following:
Additional space for functional/therapeutic activity
Additional private treatment area for patient privacy
Reception area for patient scheduling.

Thank you again for your consideration
Sincerely,
Matt and Paige McClees(Owner)

APPENDIX 13