The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 28th day of May, 2019. 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, Council President Pro Tempore
         Philip E. Black
         Lloyd C. Shelton
         Alice B. Womack
         Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Westchester Road parking situation—Police Chief Cook.

   The residents have complained again about high school students parking along their street. Recently, there were 26-27 student cars parked along the street. The situation occurs each spring as the newly licensed sophomore motorists start driving to school where there are no available parking spaces. The residents do not want the students parking along their street but don’t want to restrict all parking either as residents need parking access. Next school year, the police department may install some covert cameras to identify students entering the campus through unauthorized entrances which can then be turned over to school officials for discipline. The suggested proposal is a residential parking permit currently under review by the City Attorney. This matter may be reintroduced at an upcoming meeting of the City Council.

2. Request by Red Mountain Search Dog Association (RMSDA) to utilize some of our Public Works/Fire Tower area for Training—Kenny Powell

   The members of the City Council expressed their general agreement with the request provided the proper release and indemnification agreements are drafted by legal counsel. The City Manager shall serve as the primary point of contract for RMSDA and collect the necessary forms each time they schedule a training event.

3. Poe Drive sidewalk update—Sam Gaston [The City’s requested participation is $20,000 for the Mountain Brook portion of the public improvements by the developer.]

   Mr. Kessler stated that the request has been discussed with Jeffrey Weissman, DMD (property owner on the corner of Overton Road and Poe Drive). Mr. Weissman has expressed no opposition but has not provided written consent either. The members of the City Council expressed their preference that the matter not be formally considered until Mr. Weissman has rendered his decision. Accordingly, this matter may be reintroduced on June 10, 2019 (or later).

4. Review of the matters to be considered at the formal (7 p.m.) meeting
2. EXECUTIVE SESSION

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss 1) good name and character and 2) a real estate negotiation. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council member Shelton. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5–0.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:40 p.m.

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on May 28, 2019, 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
The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 28th day of May, 2019. 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, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

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

1. 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 May 13, 2019, regular meeting of the City Council

2019-074  Appoint Jeffrey Brewer to the Mountain Brook City Board of Education, filling the unexpired term of Richard Murry IV and to serve without compensation, with a term of office to May 31, 2023  Exhibit 1, Appendix 1

2019-075  CMAQ-3715(268) Zoo Sidewalk Connector from Poinciana Drive to 20th Place South, Along 20th Place South to Cahaba Road—granting ALDOT full access to existing streets for the construction of the project, not permit future encroachments upon the subject right-of-way nor impose speed limit restrictions contrary to those provided in Title 32, Chapter 5, Code of Alabama 1975, as amended, permit other than parallel parking in areas where parking is permitted or placement of signage, medians crossover, curb or pavement without prior approval of ALDOT and maintenance related thereto  Appendix 2

2019-076  CMAQ-3715(268) Zoo Sidewalk Connector from Poinciana Drive to 20th Place South, Along 20th Place South to Cahaba Road— approving ALDOT’s installation of traffic control and/or street lighting  Appendix 2

2019-077  Authorize the execution of a contractor agreement between the City and Gray’s Tree Service for the removal of trees between Fields 2 and 3 at the Athletic Complex (Project No. C-2190516-514) subject to approval of the project by the Mountain Brook City Board of Education  Exhibit 2, Appendix 3
2019-078  Authorize the execution of a contractor agreement between the City and Morris-Shea Bridge Company for grading and drainage work at the Athletic Complex subject to approval of the project by the Mountain Brook City Board of Education

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. Council member Black announced that he shall recuse himself with respect to Resolution No. 2019-074. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black, with the exception of Resolution No. 2019-074
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-075 through 2019-078) are adopted by a vote of 5—0 and Resolution No. 2019-074 is adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. MAYORAL ANNOUNCEMENT (NO. 2019-079) (EXHIBIT 4)

Mayor Welch announced his reappointment of Alice Williams to the Planning Commission to serve without compensation through May 15, 2025

3. ANNOUNCEMENTS

The next regular meeting of the City Council will be June 10, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on May 28, 2019, 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.

[Signature]
City Clerk
EXHIBIT 1

RESOLUTION NO. 2019-074

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Mr. Jeffrey Brewer is hereby appointed as a member of the Mountain Brook City Board of Education, to fill the unexpired term of Richard Murray IV and serve without compensation, with the term of office to end May 31, 2023.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2019-077

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, for and on behalf of the City Council, a contractor agreement between the City and Grays's Tree Service, in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the removal of trees between Fields 2 and 3 at the Athletic Complex (Project No. C-20190516-514) and approval of the projects by the Mountain Brook City Board of Education.

APPENDIX 3

EXHIBIT 3

RESOLUTION NO. 2019-078

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, for and on behalf of the City Council, a contractor agreement between the City and Morris-Shea Bridge Company, in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel and approval of the projects by the Mountain Brook City Board of Education, with respect to grading and drainage work at the Athletic Complex.

APPENDIX 3

EXHIBIT 4

MAYORAL APPOINTMENT 2019-079

Mayoral Welch announced that he has reappointed Alice M. Williams to serve on the Planning Commission to serve without compensation through May 15, 2025.

Stewart H. Welch, Mayor
Jeffrey Brewer and his wife, Jennifer, have lived in Mountain Brook, Alabama since 1998. They have three daughters and one son, all enrolled in Mountain Brook Schools. They are active supporters of the school system and the many Mountain Brook sports teams and activities in which their children participate.

Mr. Brewer is a Licensed Architect and the CEO of Goodwyn, Mills and Cawood (GMC). His leadership of the firm is focused on preserving historic buildings of great value and recognizing the opportunities we have to make people’s lives better. He is a member of the American Institute of Architects.

As a long-time resident he is deeply invested in the Mountain Brook community personally and professionally through several local projects which include the redevelopment of Lake Park, the Piggly Wiggly in Crestline, and improvements around the Zoo renovation. As a long-time resident, he is deeply invested in the Mountain Brook community personally and professionally through several local projects which include the redevelopment of Lake Park, the Piggly Wiggly in Crestline, and improvements around the Zoo renovation including the new entrance building among many others.

He is a member of the American Institute of Architects, the Alabama Association of School Boards, Alabama Association of School Administrators, Economic Development Association of Alabama, National League of Cities and the National Association of Industrial and Office Properties. His civic and community leadership activities include the United Way of Greater Birmingham Campaign Chair, and Leadership Birmingham Class of 2012.

Mr. Brewer graduated with a Bachelor of Science in Architecture from Auburn University, Magna Cum Laude, in addition to specific studies at the Boston Architectural Center and Auburn Center for Urban Studies. He was honored with Auburn University's Young Alumni Achievement Award in 2012.
WHEREAS, the City of Mountain Brook, Alabama (hereinafter at times referred to as "City") is desirous of having certain improvements made, within the City limits of Mountain Brook, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: CMAQ-0715(208), Zen Silberhauer Connector from Pollock Drive to 20th Place South, Along 20th Place South to Calaba Road.

WHEREAS, The Alabama Department of Transportation in now or may later be desirous of receiving Federal Aid for improvement of said Highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City agrees to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration is in regard to the funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the City Council of Mountain Brook, that the plans of said project including alignment, profiles, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as shown in the plans approved by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, drainage, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation, the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legal effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

[WA – This project does not permanently barricade or relocate any intersecting streets.
Please refer to: Project Notes Sheet (Sheet 1G)]

[Please refer to: Traffic Signal Plans Notes (Sheet 2D)]

[Please refer to: Traffic Control Plans of Detours (Sheet 10)]

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and rerouting traffic along the same through the City over said project, each City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way, nor it will pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama, nor
BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crosswalks, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.

2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road or, if the existing road is not used, the City shall have the option of vacating same.

3. That the City agrees to perform all maintenance on interchanges for the theoretical crossing of the designated access lines.

4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the designated access, whichever the case.

b) It is understood and agreed that no changes in this Resolution or Agreement shall be in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 13th day of May, 2017.

ATTEST

[Signatures]

City Clerk

CITY CLERK

This page is a portion of a larger document that includes a table and text related to the installation and operation of traffic control signals. The text is a legal document and includes conditions and requirements for the maintenance of traffic control signals. It is a part of a larger agreement between entities involved in the installation and maintenance of traffic control signals.

APPENDIX 2

1. The equipment and/or associated hardware shall be installed in accordance with the applicable provisions of:


   B. State of Alabama Project Details and Standard Highway Drawings, current year revision.


   E. Code of Alabama, 1975 (as amended) with specific references to:

      1. 66-1A-5-31, Municipal Connecting Link Roads - Standards and Conditions, specifically subparagraphs (b) and (c).1.


      3. 66-1A-40-7, Pedestrian Crossings and Signals.

      4. 66-1A-5-5, Lane - Direction - Control signals.

2. The MAV shall determine the quantity of equipment and/or associated hardware to be utilized in the accomplishment of the work as described by (a) and/or (b) above. MAV shall furnish the equipment and/or associated hardware to be utilized in the accomplishment of the work as described by (a) and/or (b) above.

3. The MAV shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work as described by (a) and/or (b) above.

5. The equipment and/or associated hardware shall be operated and maintained at the site expense of the MAV.

The MAV agrees to maintain the equipment and/or associated hardware a good state of repair at all times, as required in accordance with the applicable provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications. The MVC shall assist MAV in performing the work.

Any traffic control signal equipment and/or associated hardware must be maintained in accordance with any traffic signal operating plan of the State which is in effect at the applicable time of the maintenance. Failure of the equipment and/or associated hardware to meet current MUTCD and/or other requirements may result in nonconformance.

This agreement is subject to the laws and regulations of the State of Alabama and the City of Tuscaloosa, as well as any other applicable laws.

In the event that MUTCD does not maintain a functional link to the traffic control signal, the MAV shall maintain the traffic control signal from the pole to the traffic control equipment.

6. A. The MAV agrees to maintain the entire system.

   B. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   C. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   D. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   E. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   F. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   G. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   H. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   I. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   J. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   K. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   L. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   M. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   N. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   O. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   P. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   Q. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   R. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   S. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   T. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   U. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   V. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   W. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   X. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   Y. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

   Z. The MAV agrees to maintain the traffic control signals in a good state of repair and to maintain all equipment and/or associated hardware, as required in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways.
for any and all disputes arising under the terms of this Agreement, the parties hereinafter agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate terms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General’s Office of Administrative Hearing or where appropriate, private mediators.

12. The type and number of signal & pedestrian facilities per intersections or roadway lighting hardware are as follows: (Example: 5 - 2 sec, 16', and ball, pole/arc/low left arrow, OPTICUS (if any) are available to convey information below, just enter “ATTACHED PLANT”). NOTE - if more space is needed, please see continuation sheets.

See attached plans... Pedestrian Signal

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<th>TYPE OF SIGNAL</th>
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10. In the event Federal funds are utilized in the accomplishment of the work hereinafter described, "ADBAM" is attached to and made a part of this Agreement.

11. ALL WORK SHALL BE CONSIDERED AS Done

It is agreed that the terms and conditions contained herein shall not be construed as a draft of the State of Alabama in violation of Article 11, Section 219 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

Page 4 of 6 rev - 09/2019

RESOLUTION NUMBER_ 2019-0004

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

The installation and/or Maintenance of Traffic Control Signals and/or Street Lighting for:

Project Number: CMAQ-3715G48

Zoe Sidwalk Connector from Pinxinales Drive to 20th Plant South, Along 20th Plant South to Cahaba Road

which agreement is before this Council, and that the agreement he executed in the name of the City, by the Mayor for and in his behalf and that it be attested by the City Clerk and the seal of the City be affixed thereto.

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

Adopted and approved this ___ day of ___, 19_.

ATTESTED (Seal)

City Clerk

May 28, 2019

In witness whereof, I have hereunto set my hand and affixed the official seal of the City on this ___ day of ___, 19_.

May 28, 2019
CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of their knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as reflected in the signature and identity of the Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the execution of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the acceptance, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form 117, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $50,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by subscribing this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower level subcontracts, which cannot exceed $100,000 and that all such sub-contracts shall certify and disclose accordingly.
CONTRACTOR AGREEMENT

Gray’s True Service ("Contractor") enters into this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project: Unless otherwise stated on the attached Exhibit A - Specifications (which are relied upon and incorporated herein as if each of the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the undersigned project (the "Project").

   Name of Project: Remove Trees from between Fields 2 and 3
   City Project # 814
   Site of Work: Mountain Brook High School Athletic Complex
   (3500 Bellesview Drive
   Mountain Brook, AL 35223)

2. Scope of Work: See Exhibit A (which includes the City Scope of Work and May 16, 2010 Contractor Proposal) hereinafter (the "Contractor Proposal") that is attached and incorporated herein.

3. Undertaking of Parties: Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and Exhibit A. City agrees to compensate Contractor and performs its other responsibilities not forth in the Contract Documents.

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

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

   Contractor’s obligations hereunder shall survive the termination in whole or in part of the Term for these periods: Section 6.0 (Warranty on workmanship and materials) for one year following Project acceptance; and any warranties in Section 6 for a period of one year, and Section 7.0 (Remedies) for a period of two (2) years.

5. Contract Price/Invoices/Receipts: Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a written agreement by the parties, City will pay Contractor the lump sum amount of Seven Thousand Five Hundred Dollars ($7,500.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed amendments) payable for any Additional Operations contemplated on Exhibit A. In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed $25,000.00.

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

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

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

7. Insurance/Safety/Indemnification

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

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

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

   The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b) Safety. Contractor agrees that it (i) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (ii) is exclusively responsible for ensuring the Work is performed in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of each, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment used in connection with the Work or furnished to or on behalf of the Contractor or the City; (iii) the City’s property and the City’s behalf; and (iv) all persons on or off the Site, or using or maintaining the same, in any way or manner, to the extent not damages to or loss of property or injury to any extent by (or in the event of) the Contractor or its representatives.

   (c) Indemnification: Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and legal representatives (hereinafter collectively, the “Indemnitors”) from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third party (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of or relate to any breach of any agreement, limitation or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that such breach hereinafter shall oblige the Contractor to indemnify any of the Indemnitors for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

   The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Work.

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

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


   a. This Agreement which is comprised of this instrument, the City Scope of Work and the May 16, 2010 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters hereinafter, and all
oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement) are deemed to have merged hereon. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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

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

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

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

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

i. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Reasonable Alabama Taxpayer and Citizen Protection Act, §§4-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any; (iv) it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (v) by signing this Agreement, it affirms, for the duration of the

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and May 16, 2019 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services; the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule – Weather permitting, Contractor expects to complete the Work within an approximate 4 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives

Shanda Williams
City Representative:
3098 Bethune Drive
Birmingham, AL 35223
Email: williams@cityofmtbrk.org
Day Tel #: 205-802-1879

Contractor Project Representative:
Gil Gray
3032 Parkwood Road
Bessemer, AL 35022
gil.gray@hotmail.com
Day Tel #: 205-318-9982

4. Special Conditions

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: ____________________________

Mayor

Date: 5/28/2019

GRAY'S TREE SERVICE

By: ____________________________

Date: ____________________________

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May 28, 2019
### Estimate (Good for 30 days)

**Date:** 5/6/2019  
**Estimate #:** 6108

#### Project Address

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#### Description

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CONTRACTOR AGREEMENT

Morris Shea Building Company ("Contractor") enters this Contract Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

   Name of Project: Graffiti and Drainage Project by Fields 1, 4, and 7

   Site of Project: Mountain Brook High School Athletic Complex
   3650 Bethune Drive
   Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and May 13, 2019 Site Plans, hereinafter the "Site Plans") that is attached and incorporated herein.

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

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

   Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the discretion of the City, at its sole risk, in which case the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

   (a) Comprehensive General Liability: Seventy-Hundred Fifty Thousand Dollars ($700,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises operations, products/completed operations, personal injury, or property damage.

   (b) Automobile Liability: Motor vehicle liability covering owned and non-owned vehicles operated with policy limits of not less than Seventy-Hundred Fifty Thousand Dollars ($700,000.00) combined single limit and aggregate for bodily injury and property damage.

   (c) Workers Compensation/Employee's Liability: Workers Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence.

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

   The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

5. Donation of Work. In its public spirited and as an act of generosity to the City and its citizens, the Contractor is donating its services and will perform the Work and complete the Project at no charge to the City. As part of this donation, Contractor will compensate its workers and personnel for any wages, salaries or other benefits afforded them as employees of the Contractor for its services.

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

   (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

   (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all orders, laws and regulations that are applicable to the Project;

   (c) that, except for municipal permitting expenses that the City will waive for this Project, before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

   (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its experience, it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

   (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

   (f) that the Work will be free of any material defects in workmanship and materials within forty-five (45) days after completion of said acceptance by the City, and said acceptance by the City of such work and materials shall be the sole and exclusive remedy available to the Contractor with respect to any work or materials furnished by Contractor for any period of time beyond forty-five (45) days after such compliance with the warranties contained herein;

   (g) that all actions required to be taken by or on behalf of the Contractor in order to execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.
j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform any of its obligations under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the occurrence of any governmental authority or Force Majeure Event. However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

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

CITY OF MOUNTAIN BROOK, ALABAMA
By: __________________________
Date: 5/28/2019

MORRIS SHEA BUILDING COMPANY
By: __________________________
Date: _________________________

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and May 13, 2019 Site Plans.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 12 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives

City Project Representative: Contractor Project Representative:
Shanda Williams Dick Shea
3699 Bethune Drive 609 South 20th Street
Birmingham, AL 35223 Birmingham, AL 35212
Email: williams@cityofmb.com Email: dshea@mooffnb.com
Day Tel #: 205-932-3879 Day Tel #: 205-930-2318

4. Special Conditions

- [To be filled in as needed]