

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MAY 26, 2020**

---

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

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet conference on the 26th day of May, 2020. 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  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack  
Stewart Welch III, Mayor

Absent: None

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

**1. AGENDA**

1. After hours and emergency inspections requests and fees—Dana Hazen (Appendix 1). The proposal is in response to a request by the developer of Lane Parke in anticipation of “after hours” inspection services. This matter will be considered for adoption at the June 8, 2020, meeting of the City Council.
2. City Hall reopening plan—Sam Gaston (Motion No. 2020-080 was added to the formal meeting agenda.) City Hall shall continue to be closed indefinitely. Court is tentatively scheduled to resume June 17. The matter will be discussed again on June 8, 2020. The Police Department will continue to limit public access. The Fire Department will resume car seat installations and blood pressure checks but continue to limit access by children to the stations. The Library will start curbside service June 1 and will discuss its re-opening plan at the next Library Board meeting.
3. Employee Suggestion award recommendation—Steven Boone and Sam Gaston. Before the Council is the decision of awarding Officer Craig Fisher for his take home car suggestion. The issue of implementing the suggestion can be revisited in 2021 or 2022 once the economy and budget return to normal. The Council will likely want the Finance Committee to review the suggestion and make a recommendation to the Council regarding implementation or not. Council member Womack stated that Officer Fisher devoted considerable time and effort to this project and believes the City should reward employees who come up with creative ideas for the benefit of the City. Ms. Womack recommended an award of \$1,000. President Smith asked that the suggestion be circulated to the Finance Committee this year to begin the review process. Resolution No. 2020-078 was added to the formal meeting agenda.
4. Request to replace 3000k open globe street light with a 4000k 35 wattage LED light at Thornhill and Sterling—Sam Gaston (Appendix 2). The members of the City Council expressed their desire

that the light be changed and notification of adjacent residents be foregone. This matter will be brought back for formal consideration on June 8.

5. South Brookwood Road drainage project plans—Mark Simpson of Schoel Engineering (Resolution No. 2020-079 was added to the formal meeting agenda.)
6. Request to use public parking spaces for after-hours seating and service— Brandon Loper of Golden Age Wines and Dana Hazen, 2828 Culver Road (Motion No. 2020-081 was added to the formal meeting agenda.) The members of the City Council expressed their general consensus with the application noting that such applications must be considered on a case-by-case basis due to: 1) location and traffic considerations, 2) width of the sidewalks to be used and adherence to ADA regulations, and 3) other relevant parking, safety and accessibility issues. The motion to be considered at the 7 p.m. meeting is conditioned on: 1) the applicant and property owner executing a hold-harmless agreement, 2) the execution of a right-of-way encroachment/use agreement, and 3) site review by the Planning Department, Fire and Police Chiefs. The Council urged that the barriers should be more substantial than ribbons and the Fire Chief suggested reflective tape on the side of the barriers facing the street for safety reasons.
7. Amended Parks Re-opening Plan—Shanda Williams and Sam Gaston (Motion No. 2020-080 was added to the formal meeting agenda.) The ball fields at the Athletic Complex will be opened pursuant to the re-opening plan for practices and closed again as required for the upcoming construction work, as deemed necessary for safety reasons.
8. Review of the other matters to be considered at the formal (7 p.m.) meeting

Regarding Resolution No. 2020-077, the Police Department intends to purchase 16 license plate recognition cameras (facing in both directions) to be placed at seven locations within the City. These types of cameras (borrowed from other agencies) have proven useful for investigations by the Department in the past.

## 2. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 7:18 p.m.

## 3. 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 by way of Internet teleconference on May 26, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

  
 \_\_\_\_\_  
 City Clerk Approved by  
 City Council June 8, 2020



Department of Planning, Building & Sustainability
54 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.602.3810
www.mtbrook.org

Sec. 14-1. - Fees.

The fees to be paid to the city for the service, license or permit indicated shall be as follows. The presence of a fee in this section without a requirement elsewhere in this Code that the fee be paid shall be construed as a requirement that the fee be paid.

After Hours or Emergency Inspection Request Form

(Hours other than 8am until 3:30pm, Monday through Friday)

As per Ordinance No. 1234, fees for after-hours or emergency inspections shall be paid prior to the inspection and shall be in addition to all other fees. The minimum fee shall be \$150 per a 2 hour window or portion thereof. This is not applicable to holidays or other scheduled city closure.

Current Date: \_\_\_\_\_ Date and Time Requested: \_\_\_\_\_

Permit Holder Name and Phone #: \_\_\_\_\_

Applicant/Contact Name & Phone #: \_\_\_\_\_

Permit # & Location of Inspection Address: \_\_\_\_\_

Nature of Request for Emergency or After Hours situation: \_\_\_\_\_

I hereby certify, that I have read the application and that the information contained is accurate and true. I agree that I agree to comply with the City of Mountain Brook Ordinances and State of Alabama Laws pertaining to said construction activity. I am the authorized owner or agent for the permit given and agree that any false information voids such permit or request with no refund for the described work.

Signature of Applicant: \_\_\_\_\_

Approval and Scheduled: \_\_\_\_\_

Table with 3 columns: Section of Code, Description, Fee (in dollars). Includes sections for CHAPTER 2 ADMINISTRATION, CHAPTER 6 ANIMALS, CHAPTER 22 HEALTH AND SANITATION, and CHAPTER 26 LICENSES, TAXATION AND.

APPENDIX 1

MISCELLANEOUS BUSINESS REGULATIONS

Table with 3 columns: Code, Description, Fee. Includes items like Request for revenue ruling fee, Fee in lieu of tax levied on gross receipts, and various collection services fees.

CHAPTER 101 GENERAL AND ADMINISTRATIVE PROVISIONS

Table with 3 columns: Code, Description, Fee. Includes items like Prehearing cost for public hearing, fees for owners of land, and building permit fees.

|                       |  |          |   |          |
|-----------------------|--|----------|---|----------|
|                       | as required by Ala. Act 2015-308   |          | Fee for two 90-day permits for residential placement of portable storage unit by resident   | 600.00   |
| 109-2(e)              | <b>Fire alarm installation permit issuance fees:</b>   |          |   |          |
| 109-2(e)(1)           | For commercial and multi-residential building installations  | 100.00   | 90-day permit fee for placement of portable storage unit by general contractor  | 300.00   |
| 109-2(e)(2)           | For single-family residential building installations   | 50.00    | 109-360(d)(2) Fee for five 90-day permits for placement of portable storage unit by general contractor  | 1,500.00 |
| 109-2(f)(2)           | Hood and duct suppression systems permit issuance fee  | 50.00    | 109-370 <b>Emergency/After Hours Inspection Fee</b>   | 150.00   |
|                       | Automatic fire sprinkler or standpipe system permit issuance fee:                                  |          |   |          |
| 109-2(g)(2)           | For the first floor  | 100.00   |   |          |
|                       | For each additional floor  | 50.00    |   |          |
|                       | <b>Certificate of occupancy fire safety inspections permit issuance fee:</b>                       |          |   |          |
| 109-2(h)(2)           | For the first floor  | 100.00   |   |          |
|                       | For each additional floor  | 50.00    |   |          |
|                       | <b>Fire and life safety plan review fee:</b>   |          |   |          |
| 109-2(i)(2)           | For the first floor  | 100.00   | 113-229(d) Stormwater detention review fee - for project in single-family residential district  | 500.00   |
|                       | For each additional floor  | 50.00    | 113-229(d) Stormwater detention review fee - for project in multifamily district and all other projects requiring stormwater detention permit | 1,000.00 |
| 109-2(j)              | Moving fee   | 500.00   | 113-229(d) Stormwater detention permit fee - for project in single-family residential district  | 500.00   |
| 109-2(k) also 109-325 | Demolition fee for buildings or structures   | 500.00   | 113-229(d) Stormwater detention permit fee - for project in multifamily district and all other projects requiring stormwater detention permit | 1,000.00 |
| 109-2(l)              | Re-inspection fee  | 100.00   | 113-229(j)(2) Fee for appeal of adverse action on stormwater detention application  | 100.00   |
| 109-325               | Moving permit fee for buildings or structures  | 500.00   |   |          |
| 109-360(d)(1)         | 90-day permit fee for residential placement of portable storage unit by resident                   | 300.00   |   |          |
|                       |  |          | <b>CHAPTER 113<br/>ENVIRONMENT AND NATURAL RESOURCE<br/>MANAGEMENT</b>  |          |
|                       |  |          | <b>CHAPTER 125<br/>TELECOMMUNICATION TOWERS</b>   |          |
|                       |  |          | 125-11(7) Telecommunication tower permit application fee:   |          |
|                       |  |          |   |          |
|                       | For petitions to the planning commission   | 500.00   | Where legal notices must be mailed to property owners within a 500-foot radius of subject property  | 200.00   |
|                       | For applications to the city   | 500.00   | Appeals to the board of zoning adjustment   | 100.00   |
|                       | <b>Tower compound annual inspection fee:</b>   |          | Application fee for rezoning to planned unit development district:  |          |
| 125-14(a)             | For each tower compound  | 200.00   | Petitions to the planning commission  | 500.00   |
|                       | For towers with more than one antenna  | 300.00   | Applications to the city council  | 200.00   |
|                       |  |          | Application fee for rezoning to residential infill district:  |          |
|                       | <b>CHAPTER 126<br/>SMALL CELL TECHNOLOGICAL FACILITIES</b>   |          | Petitions to the planning commission  | 500.00   |
| 126-2, 126-3          | Permits to place & operate facilities on public right-of-way                                       |          | Applications to the city council  | 200.00   |
| 126-2(e)(1)           | Permit application & review fee  | \$200.00 | Application fee for rezoning to mixed use district:   |          |
| 126-2(e)(2)           | Initial permit issuance fee per support structure  | \$100.00 | Petitions to the planning commission  | 500.00   |
| 126-2(e)(3)           | Annual license fee per support structure   | \$500.00 | Applications to the city council  | 200.00   |
| 126-3(c)(1)           | Permit application & review fee  | \$200.00 |   |          |
| 126-3(c)(2)           | Initial permit issuance fee per support structure  | \$100.00 | <b>Home occupations:</b>  |          |
|                       |  |          | Home occupation permit fee  | 100.00   |
|                       | <b>CHAPTER 129<br/>ZONING</b>  |          | Fee for the review of a revised plan for a home occupation  | 50.00    |
| 129-237               | Application fee for request of zoning change to Mixed Use District, 2-25-2008)                     | 100.00   | <b>Temporary uses:</b>  |          |
|                       | <b>Petitions before the planning commission:</b>   |          | Yard sale permit fee  | 20.00    |
|                       | Routine (legal advertising and notices mailed to adjacent property owners)                         | 100.00   | Trunk sale permit fee   | 100.00   |
| 129-471               | Where legal notices must be mailed to property owners within a 500-foot radius of subject property | 200.00   |   |          |
|                       | <b>Applications before the city council:</b>   |          |   |          |
|                       | Routine (legal advertising and notices mailed to adjacent property owners)                         | 100.00   |   |          |

(Ord. No. 1767, § 1(19-14-7), 2-25-2008; Ord. No. 1769, § 1, 5-12-2008; Ord. No. 1879, § 1, 9-24-2012; Ord. No. 1926, § 1, 1-12-2015; Ord. No. 1949, § 1, 1-11-2016; Ord. No. 1957, § 1, 9-12-2016; Ord. No. 2000, § 1, 9-25-2017)



Lighting Services NESC® Lease Agreement (Governmental)

Customer Legal Name: City of Mountain Brook, DBA: Thornhill and Sterling, Service Address: SHANNON LANE, BIRMINGHAM AL 35213, Mailing Address: P.O. Box 130009, Birmingham, AL 35213, Email: Gastons@mtnbrook.org, Tel: 205-802-3803, Tax ID: Business Description: Municipal, Existing Customer? Yes [X] No [ ]

Equipment table with columns: Qty, Wattage, Type, Description, OH/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$)\*, Estimated Monthly Charge (\$). Includes a Monthly Total row.

Project Notes: To replace light on existing pole at Thornhill and Sterling. Initial Term: 36 months, Prepaid Amount: \$ 0.00.

Customer Authorized Signature section with fields for Name, Title, Date, and Print Name/Title for both Customer and Alabama Power Company.

APC Internal Use Only - APC Reference Number (if applicable):

TERMS AND CONDITIONS (NESC Governmental)

- 1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will... 2. Intellectual Property. This Agreement is not a sale of the Equipment to Customer... 3. Term. The Initial Agreement term is stated on Page 1... 4. Payment. APC will invoice Customer per the terms stated on Page 1... 5. Premises Access. Customer grants a license and right of access to APC... 6. Installation. Customer represents that: (i) the Premises final grade will vary no more than 6 inches from the grade existing at the time of installation... 7. Enclosed Protection and Damage. After installation and throughout this Agreement's term... 8. Maintenance. During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement... 9. Indemnitor. Damages. APC makes no covenant, warranty, or representation of any kind... 10. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC... 11. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing... 12. Miscellaneous. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral.

APPENDIX 2



**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
MAY 26, 2020**

---

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

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 6:00 p.m. on the 26th day of May, 2020. 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 Whit Colvin, 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 11 2020, regular meeting of the City Council

Approval of the minutes of the May 13 2020, special meeting of the City Council

|                 |   |                          |
|-----------------|---|--------------------------|
| <b>2020-073</b> | 2020 "Back to School" Sales Tax Holiday, July 17—19, 2020   | Exhibit 1,<br>Appendix 1 |
| <b>2020-074</b> | Accept the building services proposal submitted by Williamson & Associates, Inc., with respect to the library flat EDPM roof replacement construction services (development of plans and specifications, preparation or bid documents, bidder pre-qualification and selection, and contract administration) | Exhibit 2,<br>Appendix 2 |
| <b>2020-075</b> | Authorize the execution of a Synthetic Turf Project Implementation Agreement between the City and Board of Education with respect to improvements of Fields 3 through 7 at the Athletic Complex   | Exhibit 3,<br>Appendix 3 |
| <b>2020-076</b> | Surplus and authorize the sale of one Craftsman Lawn Tractor (model 917.288515, s/n 071912D030008) formerly used by the Fire Department   | Exhibit 4,<br>Appendix 4 |
| <b>2020-077</b> | Authorize the execution of the 2-year Master Contract for Public Safety Services (Surveillance - Governmental) between the City and Alabama Power Company with respect to the use   | Exhibit 5,<br>Appendix 5 |

of APCO facilities for license plate recognition service

- |                            |  |                          |
|----------------------------|--|--------------------------|
| <b>2020-078</b>            | Authorize the City Manager to issue a [taxable] one-time, lump sum cash award to Officer Craig Fisher in the amount of \$1,000.00 in recognition of his Employee Suggestion Award application (take home vehicles for the police department) | Exhibit 6,<br>Appendix 6 |
| <b>2020-079</b>            | Authorize the City Manager to proceed with the South Brookwood Road culvert repair as recommended by Schoel Engineering Company, Inc.  | Exhibit 7,<br>Appendix 7 |
| <b>2020-080<br/>Motion</b> | Approve the municipal facilities re-opening plan   | Appendix 8               |
| <b>2020-081<br/>Motion</b> | Conditionally approve the application of Golden Age Wines to use public spaces along the sidewalk for after-hours seating and service  | Appendix 9               |

## 2. ANNOUNCEMENTS

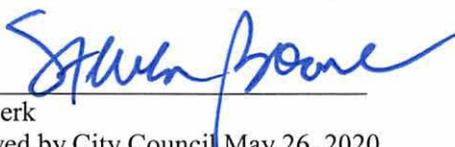
The next regular meeting of the City Council will be June 8, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

## 3. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:30 p.m.

## 4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on May 26, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

  
 \_\_\_\_\_  
 City Clerk  
 Approved by City Council May 26, 2020

## EXHIBIT 1

### RESOLUTION NO. 2020-073

#### 2020 "BACK TO SCHOOL" SALES TAX HOLIDAY

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 17, 2020, and ending at twelve midnight on Sunday, July 19, 2020, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Laura Reese, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery,

Alabama 36132-7900 ([laura.reese@revenue.alabama.gov](mailto:laura.reese@revenue.alabama.gov)) as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

**APPENDIX 1**

---

**EXHIBIT 2**

**RESOLUTION NO. 2020-074**

**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 accept the building services proposal submitted by Williamson & Associates, Inc., in the form as attached hereto as Exhibit A, with respect to the library flat EDPM roof replacement construction services (development of plans and specifications, preparation or bid documents, bidder pre-qualification and selection, and contract administration).

**APPENDIX 2**

---

**EXHIBIT 3**

**RESOLUTION NO. 2020-075**

**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 Synthetic Turf Project Implementation Agreement, in the form as attached hereto as Exhibit A, between the City and Board of Education with respect to improvements of Fields 3 through 7 at the Athletic Complex.

**APPENDIX 3**

---

**EXHIBIT 4**

**RESOLUTION NO. 2020-076**

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

**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) Craftsman Lawn Tractor (model 917.288515, s/n 071912D030008)

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 such property not sold at auction.

**APPENDIX 4**

---

**EXHIBIT 5****RESOLUTION NO. 2020-077**

**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 the Master Contract for Public Safety Services (Surveillance - Governmental), in the form as attached hereto as Exhibit A, between the City and Alabama Power Company with respect to the use of APCO facilities for license plate recognition services.

**APPENDIX 5**

---

**EXHIBIT 6****RESOLUTION NO. 2020-078**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to issue a [taxable] one-time, lump sum cash award to Officer Craig Fisher in the amount of \$1,000.00 in recognition of his Employee Suggestion Award application (Exhibit A attached hereto).

**APPENDIX 6**

---

**EXHIBIT 7****RESOLUTION NO. 2020-079**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to proceed with the South Brookwood Road culver repair as recommended by Schoel Engineering Company, Inc., (as more fully described in Exhibit A attached hereto).

**APPENDIX 7**

---



# State of Alabama Department of Revenue

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

April 27, 2020

## 2020 "Back-to-School" Sales Tax Holiday July 17-19, 2020

APPENDIX 1

### Deadline to notify ADOR: June 17, 2020

The 2020 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 17, 2020, and ends at twelve midnight on Sunday, July 19, 2020. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 17, 2020. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 17, 2020.

**Retail businesses and the public need to know whether or not your locality will participate in the 2020 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.**

**IMPORTANT**

**RESPONSE REQUIRED**

**IMPORTANT**

**Participating?** Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

**Not Participating?** Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of \_\_\_\_\_ will not be participating in the 2020 Back-to-School-Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

**Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.**

Notification can be faxed, mailed or emailed:

**FAX:** 334-242-8916

**MAIL:** ALABAMA DEPARTMENT OF REVENUE

**EMAIL:** [laura.reese@revenue.alabama.gov](mailto:laura.reese@revenue.alabama.gov)

**ATTN:** Laura Reese  
Sales & Use Tax Division  
Post Office Box 327900

**QUESTIONS:** 334-242-1443

Montgomery, Alabama 36132-7900

"An Affirmative Action / Equal Opportunity Employer"

2020-074

353



Steve Boone <boones@mtnbrook.org>

MINUTE BOOK 91

Regarding insurance, we ask that, before W&A starts its work, it furnish the City a certificate evidencing the different policies and naming the City as an additional insured on your general liability policy. I failed to include this customary requirement when I revised your first draft. Could you please change Section 6 of the Terms & Conditions to read as follows?

RE: Emmet O'Neal Library - W&A Proposal - Additional Request

1 message

Sonny Crowe <s-crowe@williamsonassoc.com> Fri, May 15, 2020 at 9:05 AM
To: Steve Stine <sstine@bishopcolvin.com>, "boones@mtnbrook.org" <boones@mtnbrook.org>
Cc: Mike Allen <m-allen@williamsonassoc.com>, Sam Gaston <gastons@mtnbrook.org>, Lindsay Gardner <lgardner@eolb.org>

Steve:

Requested modification is acceptable. We provide insurance certificates regardless, but the attached 5/15/20 document reflects your requested change. If approved by the City, we just need a signed copy of the proposal. The updated proposal includes my signature as a company officer.

We're ready to start when authorized. Thanks for the opportunity.

Regards,

W. G. "Sonny" Crowe
Vice President

Williamson & Associates, Inc.
6100 Lake Forest Drive, Suite 375
Atlanta, GA 30328

(O) 404-256-2388; (F) 404-256-1457; (C) 404-580-7711
(Email) s-crowe@williamsonassoc.com

From: Steve Stine <sstine@bishopcolvin.com>
Sent: Thursday, May 14, 2020 6:07 PM
To: Sonny Crowe <s-crowe@williamsonassoc.com>; boones@mtnbrook.org
Cc: Mike Allen <m-allen@williamsonassoc.com>; Sam Gaston <gastons@mtnbrook.org>; Lindsay Gardner <lgardner@eolb.org>
Subject: RE: Emmet O'Neal Library - W&A Proposal - Additional Request

Thanks Sonny. The City has reviewed W&A's May 14 proposal and wants to retain your firm for the Project.

https://mail.google.com/mail/u/0/?ik=01587315a1&view=pt&search=all&permthid=thread-f%3A1666705304333813929%7Cmsg-f%3A1666765577785... 1/3

https://mail.google.com/mail/u/0/?ik=01587315a1&view=pt&search=all&permthid=thread-f%3A1666705304333813929%7Cmsg-f%3A1666765577785... 2/3

From: Sonny Crowe [mailto:s-crowe@williamsonassoc.com]
Sent: Thursday, May 14, 2020 8:51 AM
To: Steve Stine; boones@mtnbrook.org
Cc: Mike Allen
Subject: Emmet O'Neal Library - W&A Proposal

Gentlemen:

Please find attached W&A's updated proposal in response to comments received from The City of Mountain Brook and our telephone conversation last week. I have included redlines tracking changes to the document, and incorporated those changes into a new proposal dated May 14, 2020. Please review and confirm acceptance.

Once approved by the City, our services may be authorized by returning a signed copy of the Proposal to my attention. Thank you for working with us to adjust the scope of services to meet your needs. We look forward to assisting you on this project.

Regards,

W. G. "Sonny" Crowe
Vice President

Williamson & Associates, Inc.
6100 Lake Forest Drive, Suite 375
Atlanta, GA 30328

(O) 404-256-2388; (F) 404-256-1457; (C) 404-580-7711
(Email) s-crowe@williamsonassoc.com

Emmet O'Neal Library.WA.prop.051520.pdf
205K

W&A
Williamson & Associates, Inc.
Building Exterior Consultants

6100 Lake Forest Drive, Suite 375
Atlanta, Georgia 30328
Office: (404) 256-2388
Fax: (404) 256-1457

May 15, 2020

Ms. Lindsay Gardner
Library Director
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
Office: 1-205-445-1192
Mobile: 1-334-216-9464
Email: lgardner@eolb.org

RE: Proposal for Roof Consulting Services
Emmet O'Neal Library
Mountain Brook, AL
W&A: 20-00377.1

Dear Ms. Gardner:

Williamson & Associates (W&A or Consultant) is pleased to have this opportunity to submit a proposal for our Building Exterior Consulting Services. W&A is a professional consulting firm with over 25 years' experience specializing in construction technology with a primary focus on the water tightness and durability of building exteriors.

The purpose of our services in this instance is for a full range of customary professional consulting services ("Services") on a project to re-roof the existing low sloped EPDM roofing on the Emmet O'Neal Library building (Library) in Mountain Brook, Alabama (Project). We understand that Client will use a competitive bid process to select a contractor (Contractor) who will perform operations needed to address and resolve leakage through the aging roof system at the Library. The Services to be provided for the City of Mountain Brook, Alabama, on behalf of the Emmet O'Neal Library (Client), include the following:

- 1. Phase 1 - Construction Documents: prepare bid documents
2. Phase 2 - Bidding: assist Client to select Contractor
3. Phase 3 - Contract Administration

This letter presents Services proposed for the above referenced Project. A description of each scope of service, support required, basis of compensation, and a request for written authorization to proceed is included.

PROJECT

The subject roof at the Library needing replacement consists of EPDM roofing of approximately 10,000 SF, with rooftop equipment located at various points on the roof.

APPENDIX 2

SCOPE OF SERVICES

W&A will provide roofing consulting services for the Project as follows:

Construction Document Phase

Williamson & Associates will provide a Project manual containing Client provided Construction Contract and other front end documents, summary of work, a key roof plan drawing, detail sketches and technical specifications applicable for the Project to define the scope of work for the roof replacement. These Documents will be used for the bidding and re-roofing of the building. Once developed, W&A will provide a draft copy of the Project manual for the Client's review and comments prior to bidding the Project

During this Phase we will visit the property to document existing conditions necessary to develop bid documents. This will require access to the roof during normal working hours. During this review of the roof, we may elect to cut some cores in the existing roof to determine the exact composition of the existing roof; the cores, if made, will be repaired (patched) with EPDM self-adhered membrane strips, before leaving the premises. If existing drawings are available, we request that Client provide a copy set (PDF or hard copy) of them for our use in this Phase of our work.

Bidding Phase

Services to be provided by W&A in this Phase relate to the selection of a qualified, responsible contractor to whom the construction contract will be awarded. This work includes the pre-qualification of bidders as contemplated by Alabama law. Also, in this Phase W&A will attend and conduct a mandatory, onsite pre-bid meeting for the Project; answer bidder questions (technical); draft any addenda to bid documents needed to clarify questions about the Project manual; review pre-qualification submissions and help determine which contractors will be eligible to submit bids; and review bids to assist Client determine the lowest qualified responsive and responsible bidder.

Contract Administration Phase

During this Phase, in general W&A will provide work reasonably needed to determine whether construction and operations by Contractor are proceeding in a manner consistent with the Construction Documents. Services in this Phase will include the following: conduct a pre-installation meeting, observation and inspection of the Contractor's work at the Library; as needed, periodic consultations or meetings with the Contractor to discuss and resolve any issues related to completion of the field work; approval of progress payments (if any) payable to Contractor under Client's construction contract with it; and assistance to the Client in evaluating and processing any change orders (if appropriate) to the construction contract with Contractor.

Unless otherwise agreed, W&A will perform not less than 3 field inspections of Contractor's work on the Project Site during this Phase.

At the conclusion of the Project, W&A will provide the following: certifying that Contractor has successfully completed its operations per the Construction Documents; certifying final payment to Contractor; obtaining a set of as-built drawings from Contractor for the benefit of Client; and assisting Client secure from Contractor any other deliverables that are customarily provided to owners on public works projects.

AUTHORIZATION

You may confirm your acceptance of Scope of Services, fees and other terms in this Proposal by executing the acceptance block below and returning a copy of it to us. The attachments titled "Terms and Conditions for Professional Services" and W&A Schedule of Standard Fees are part of this Proposal and will apply with respect to the Services you authorize.

We appreciate this opportunity to submit this Proposal and look forward working with you. Thank you for your time and consideration.

Sincerely,

WILLIAMSON & ASSOCIATES, INC.

W. G. "Sonny" Crowe  
Vice President

Attached: Terms and Conditions

Cc: Mr. Steve Boone (sboone@minbrook.org)  
Mr. Steve Stine (sstine@bishopcolv.in.com)  
Mr. Mike Allen (m-allen@williamsonmaxson.com)

Accepted for:

Accepted by:

Stewart Welch, Mayor  
(Printed Name and Title)

5/27/2020  
(Date)

COMPENSATION

Professional Services

We propose the following fees for its professional services that we perform during the above Phases:

|                                  |            |             |
|----------------------------------|------------|-------------|
| 1. Construction Documents .....  | (Lump Sum) | \$6,000.00  |
| 2. Bidding .....                 | (Lump Sum) | \$3,000.00  |
| 3. Contract Administration ..... | (Lump Sum) | \$15,000.00 |

Lump sum fees include all time and expenses required to complete Consultant's scope of services. W&A shall invoice Client on a monthly basis for consulting services completed to date. Payment terms are 30 days after receipt of invoice. Client may terminate this agreement with W&A at any time after any particular Phase(s) is completed.

If the parties agree for W&A to provide Services other than those contemplated above for the Project, we will bill and shall be compensated for that additional work at hourly rates set forth on the Professional Consulting Time section of the attached W&A Schedule of Standard Fees, or on any other agreed basis.

Additional Services Fees

Professional Consulting Time:

- \$150/hr. for Project Principal
- \$135/hr. for Senior Associate
- \$120/hr. for Associate
- \$70/hr. for Clerical

Expenses and Per Diems:

- Reimbursables at cost plus 10%.
- \$50/day for project sites more than 50 miles outside of home cities.

Should additional site visits be requested, budget \$2,500/visit.

SCHEDULING INFORMATION

We estimate 3-4 weeks to develop the Construction Documents to be included in the Project Manual. Thereafter, the parties will consult and agree on the schedule for Services related to selection of the Contractor (including dates for pre-qualifying bidders, publishing the Project Manual, soliciting bids, the mandatory pre-bid meeting and other aspects of the selection process) and work by W&A in other Phases of the Project.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **Services:** The Consultant agrees to perform for Client the services listed. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

2. **Performance:** Consultant represents to Client that the services to be delivered or rendered hereunder will be the kind and quality designated and will be performed by qualified personnel. Consultant shall perform its services, to the level of competency presently maintained by other practicing professional consultants in the same type of work in the same community, at the same site and under the same or similar conditions. Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. **Staff:** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described and Consultant reserves the right to determine the method, manner and means by which the services will be performed.

4. **Payment for Services:** Client agrees to pay Consultant amounts agreed to upon receipt of proper invoices for Services.

5. **Confidential Information:** Each party to this Agreement shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill. Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby con-firms that all such information relating to the Client's business will be kept confidential by the Consultant. This section shall not apply to information in whatever form that comes into the public do-main, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

6. **Insurance:** After this Proposal is executed and throughout the period of the Project, Consultant shall maintain: a) Commercial General Liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence, b) Worker's Compensation insurance in amounts established by law, and c) Professional Liability Insurance in the amount of not less than \$1,000,000.00. Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencing Services, Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City of Mountain Brook, Alabama as an additional insured on the Comprehensive General Liability policy, and any applicable umbrella and excess policies.

7. **Indemnification:** Consultant agrees to indemnify and hold Client, and its officers, employees, and agents, from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees(collectively Claims), to the extent such Claims are caused by the Consultant's negligent acts, errors, or omissions in performing its Services for the Project. This indemnification obligation does not extend to Claims resulting from the negligence or willful misconduct of Client and its employees or agents.

**8. Dispute Resolution:** The representatives of each party who administer this agreement will use their good faith efforts to resolve any dispute, controversy or claim between them arising from the interpretation, enforcement or failure of either party to perform their respective obligations thereunder (Dispute). If those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, the dispute resolution mechanism for any claim between the parties shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

Notwithstanding, prior to the initiation of any legal proceedings concerning a Dispute for which the amount in controversy exceeds \$15,000 in value, the parties agree to submit such controversy to non-binding mediation. Such mediation shall be conducted in Jefferson County utilizing the services of a mutually agreed mediator (or a mediator selected under the rules of the American Arbitration Association if the parties are unable to agree on such person). The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party. This obligation in this section shall survive completion or termination of the agreement, but under no circumstances shall either party request mediation of any claim or dispute arising out of this Agreement that is required hereunder after such period of time as would normally be the initiation of legal proceedings to litigate such Dispute under the laws of the State of Alabama.

**9. Complete Agreement:** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**10. Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party.

**11. Documents:** All documents prepared by Consultant are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein. Reuse or modification of any documents by Client, without Consultant's written permission, shall be at Client's sole risk. Further, Client agrees to waive any claims against Consultant resulting from the use of them by it or by others acting through Client for purposes other than the Project contemplated herein. Notwithstanding, Consultant grants Client a perpetual license to reproduce and distribute the instruments of service generated for the contemplated Project to third parties or otherwise use them for all purposes related to this Project.

**12. Construction Cost:** Any opinions or estimates of probable construction cost by Consultant are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

**13. Construction Administration Phase Services:** When construction phase services are included in the agreement, Consultant will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Construction Documents. Consultant is not responsible for the means, methods, techniques, sequencing or procedures of construction the Project, or for safety precautions or programs in connection with it.

**14. Termination:** This Agreement may be terminated by either party by giving written notice to the other. If the Agreement is terminated, the Consultant shall be paid for all work performed prior to the notice. If Client does not make timely payments, it is cause for suspension of services.

**15. Waiver of Consequential Damages.** Except for Claims by Client arising from Consultant's breach of its professional service warranty, Consultant and Client waive all Claims against each other for any special, incidental, consequential or indirect damages whatsoever of any description (including, without limitation, damages for lost business, profit, advantage, lost opportunity, loss of savings or revenues. Lost productivity or for increased cost of operations) arising out of or related to the failure by either of them to perform their respective obligations to the other under this agreement.

**16. Applicable Law.** The meaning, legal effect, and enforcement of terms and provisions of the agreement shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

**17. Immigration Law Compliance.** Consultant represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Houston Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. Consultant further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the Project, jobsite or premises of the Client and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Consultant violates any term of this paragraph, this agreement will be subject to immediate termination by the Client. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Client from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Consultant's failure to fulfill its obligations in this paragraph.

E:\2020\Projects\20-00377.EmmetO'NealLibraryAdmin\Agreement\EmmetO'NealLibrary\_WA\_group.031520.docx

2020-075

Synthetic Turf Project Implementation Agreement

This Synthetic Turf Project Implementation Agreement ("Agreement") is hereby entered between the City of Mountain Brook Board of Education ("BOE") and the City of Mountain Brook, Alabama ("City") effective as of the last day signed below by either of them.

WHEREAS, pursuant to that certain Agreement between the City and the firm of Goodwyn, Mills, and Cawood, Inc. ("Architect") entered on or about November 25, 2019 ("Professional Services Agreement"), Architect previously was retained to perform design professional services related to improvements at various recreational areas in the City;

WHEREAS, the BOE owns a multi-field athletic complex that is used for educational purposes by students attending its schools and is located at or the vicinity of Mountain Brook High School at 3698 Bethune Drive, Mountain Brook, Alabama 35223 ("Athletic Complex");

WHEREAS, in addition to educational uses, the fields and associated facilities at the Athletic Complex are also used for recreational purposes by citizens of the City;

WHEREAS, among the undertakings of the Architect in the Professional Services Agreement was the design of a project to install synthetic playing turf, lighting, drainage, fencing and make other related improvements on or about Fields 3-7 at the Athletic Complex ("Project");

WHEREAS, subsequent to performing the design services on the Project, Architect was authorized to perform additional services on it related to bidding and contract administration;

WHEREAS, because the BOE is the owner of the Athletic Complex, on or about April 10, 2020, it advertised for bids to select a qualified general contractor ("Contractor") to construct the improvements for the Project;

WHEREAS, at the time of that advertisement, the Architect, acting on behalf of the BOE, published a Project Manual that, among other documents, included Project Plans and construction specifications, the Construction Contract, General Conditions of the Contract, and various bidding documents ("Project Manual");

WHEREAS, utilizing the competitive bid process contemplated in the Project Manual, a determination has been made that Morris Shea Bridge Company, Inc. ("Shea") has submitted the lowest responsible bid to construct the Project;

WHEREAS, the City and its citizens significantly will benefit when the improvements contemplated in the Project are completed; and

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]
Its: Mayor
Date: 5/27/2020

CITY OF MOUNTAIN BROOK BOARD OF EDUCATION

By:
Its: Superintendent
Date:

Concurrence of Morris Shea Bridge Company, Inc. to Understandings in Section 2

By:
Its:
Date:

Concurrence of Goodwyn, Mills and Cawood, Inc. to Understandings in Section 2

By:
Its:
Date:

WHEREAS, accordingly, the Parties desire to enter into this Agreement by which, notwithstanding that the BOE will contract with Shea for it to perform the Work specified in Project Manual, the City assume and perform the responsibilities of the Owner during the implementation phase of the Project, including, but not limited to, compensating Shea for the Work per the provisions of the Construction Contract.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the BOE and City agree as follows:

1. Following the execution of the Construction Contract for the Project by the BOE and Shea, the City will assume and perform the responsibilities of the Owner that are set forth in that Contract relating to implementation, administration and close-out of the Work. These responsibilities include, but are not limited to, the following:

- a. Compensate Shea for the Contract Sum; and
b. Make progress payments, consider potential Contract Change Orders, help resolve disputes, and take other actions required or contemplated by the Owner in the General Conditions of the Contract or other Contract Documents.

2. The Parties intend that, during the implementation phase of the Project and notwithstanding any prior agreement to the contrary, the following understandings will apply:

- a. Shea will perform its responsibilities owed to the Owner for the Project under the Construction Contract;
b. Architect will continue to perform its obligations related to the Project that are owed by it to the City pursuant to the Professional Services Agreement; and
c. Shea and the Architect will interact with a City representative(s) on implementation matters related to the Project instead of dealing directly with a BOE representative(s).

(collectively, "Understandings"). The Architect and Shea indicate their concurrence and agreement with these Understandings in this Section by executing this Agreement below.

3. Except as specified herein, the defined terms used in this Agreement have the same meaning set forth in the Contract Documents for the Project.

4. The signatories to this Agreement may execute it in counterparts, each of which when so executed shall be deemed to be a complete original. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as an original document.

DCM Form C-5 (locally-funded K-12 Schools) April 2020

DCM (BC) Project No. 2020245

Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

CONSTRUCTION CONTRACT

This Construction Contract is entered into this 18th day of May in the year of 2020 between the OWNER(s), City of Mountain Brook Board of Education...

and the CONTRACTOR, Morris-Shea Bridge Company, Inc. Company Name: 609 20th Street South...

for the WORK of the Project, identified as: Construction of Synthetic Turf Fields for Youth Complex and Girls' Softball Field for the City of Mountain Brook and Mountain Brook Schools. GMC Proj. No. LBHM190024

The CONTRACT DOCUMENTS are dated April 10, 2020 and have been amended by ADDENDA Addendum No. 1 dated May 4, 2020 Addendum No. 2 dated May 7, 2020

The ARCHITECT is Goodwyn Mills and Cawood Firm Name: 2660 Eastchase Lane, Suite 200...

The CONTRACT SUM is One Million Seven Hundred Eighty Five Thousand Dollars (\$ 1,785,000.00) and is the sum of the Contractor's Base Bid for the Work and the following BID ALTERNATE PRICES: No alternates included in bid.

The CONTRACT TIME is One Hundred Twenty ( 120 ) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (DCM Form C-5), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents.

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 equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at Two Hundred dollars (\$ 200.00) per calendar day.

APPENDIX 3

(13) SPECIAL PROVISIONS (Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)

1. A copy of the Contractor's bid is attached to this Contract.
2. The Contractor agrees to work with the Owner to implement project cost savings due to the Owner's tax exempt status, as indicated in the Contract Documents, and as otherwise mutually agreed in writing.

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

License No.: 48971 Classification(s): H/RR-S: Bridges; H/RR-S: Concrete; H/RR-S: Pile Driving; H/RR-S: Steel Fabrication and Erection  
Bid Limit: U

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(15) APPROVAL

ALABAMA STATE DEPARTMENT OF EDUCATION  
(SDE)  
(Required for locally-funded SDE projects.)

By \_\_\_\_\_  
State Superintendent of Education

CONTRACTING PARTIES

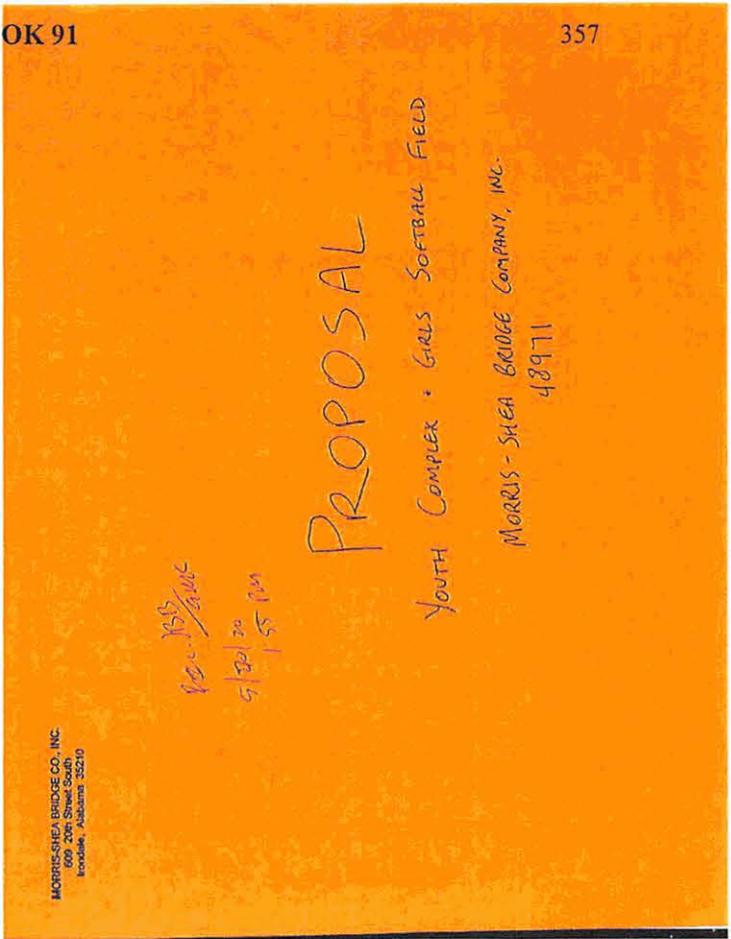
Morris-Shea Bridge Company, Inc.  
Contractor Company

By \_\_\_\_\_  
Signature  
Name & Title Richard J. Shea, Jr., President

City of Mountain Brook Board of Education  
Owner Entity

By \_\_\_\_\_  
Signature  
Name(s) & Title(s) Richard Barlow, Superintendent

Signature/review flow: Contractor > Architect/Engineer (review only) > Owner > SDE. Following the State Superintendent's signature, SDE distributes the fully executed Contract to all parties and forwards a copy to the Alabama Division of Construction Management (DCM). Note: DCM does not sign locally-funded SDE project contract documents.



PROPOSAL FORM

To: YOUTH COMPLEX & GIRLS SOFTBALL FIELD Date: 5/7/2020  
MOUNTAIN BROOK, ALABAMA

In compliance with your Invitation for Bids and subject to all the conditions thereof, the undersigned,  
MORRIS-SHEA BRIDGE COMPANY, INC.  
(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of  
WORK: FIELD RENOVATION & CONSTRUCTION OF SYNTHETIC TURF FIELDS FOR YOUTH  
COMPLEX AND GIRLS SOFTBALL FIELD  
MOUNTAIN BROOK, ALABAMA

ABC PROJECT NO. 2020245

in accordance with Drawings and Specifications, dated April 10, 2020, prepared by  
GOODWYN, MILLS AND CAWOOD, INC. (Architect's Project No. LBHM190024), Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of ALABAMA  
having its principal offices in the City of IRONDALE

is:  a Corporation  a Partnership  an Individual  (other)

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their

addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

- RICHARD SHEA, JR. - PRESIDENT 609 SOUTH 20TH STREET IRONDALE, AL 36110
- RICHARD SHEA, III - VICE PRESIDENT \*
- STEPHEN SHEA - VICE PRESIDENT \*
- CHARLES W. SHEA - SEC/TREASURER \*
- ANDY JOINER - CFO \*

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 2 inclusively.

BASE BID: For construction complete as shown and specified, the sum of:

Bid Item: Field 7 Girls Softball Field & Associated Items  
THREE HUNDRED THIRTY FIVE THOUSAND Dollars (\$ 335,000 )

Bid Item: Fields 3,4,5,6 & Associated Items, Electrical Items, and all Pedestrian Lighting  
One million four hundred fifty thousand Dollars (\$ 1,450,000 )

BASE BID TOTAL  
One million seven hundred eighty five thousand Dollars (\$ 1,785,000 )

ALLOWANCES: See Spec Section "Allowances - 01020"  
Provide a \$25,000 contingency allowance for unforeseen costs; allowance to be included in Base Bid price.

COMPLETION DATES: All Base Bid and any Alternate Work in the Contract shall commence on the earlier of either the date of the Owner's written "Notice To Proceed" or the Contractor's receipt of the fully executed Contract, and shall be "Substantially Complete" 120 days from Notice to Proceed.

NOTE THAT ALL WORK SHALL BE COORDINATED WITH THE OWNER, SO THAT MINIMAL DISTURBANCE OCCURS WHEN SCHOOL IS STILL IN SESSION; Refer to the Project Manual for restrictions to working on school testing dates.

NOTE THAT ALL SUBCONTRACTORS AND SUPPLIERS ARE SUBJECT TO APPROVAL BY THE OWNER.

UNIT PRICES: Refer to Attachment "A" to the Proposal

MAJOR SUBCONTRACTOR AND SUPPLIER LISTING: Refer to "Attachment B to Proposal Form" (DUE along with Proposal Form on Bid Date, or at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect).

**ACCOUNTING OF SALES TAX:** Refer to "Attachment C to Pro (DUE along with Proposal F.

**PERMIT FEE:** Refer to "Attachment A to "S (Include in Base Bid)

**IMMIGRATION STATUS VERIFICATION:** Refer to "General Conditions" (DUE along with Proposal F. Executed E-VERIFY "Memora.

\*0000 20 588 2# HOE 5008 5054 20000 10#

PAY TO THE ORDER OF MORRIS-SHEA BRIDGE COMPANY, INC.

EXACTLY \*\*10,000 AND 00/100 DOLLARS

MORRIS-SHEA BRIDGE COMPANY, INC.



Official Check  
Date: 5/05/20  
Branch: 0003  
202682

**BID SECURITY:** The undersigned agrees to enter into a Constr. Performance and Payment Bonds and evidence of insurance within 1 stated in the Bid Documents, after the contract forms have been presentation is made within 60 calendar days after the opening the Bid Documents. As security for this condition, the und represented by the Bid Bond (or cashier's check) attached he account of the Awarding Authority as liquidated damages for fai

Attached hereto is a: (Mark the appropriate box and provide the applicable in

Bid Bond, executed by \_\_\_\_\_

a cashier's check on the SEAVIS 1st Ba

for the sum of TEN THOUSAND AND 00/100

(\$ 10,000.00 ) made payable to the Awarding

**BIDDER'S ALABAMA LICENSE:**  
State License for General Contracting: 48971  
License Number  
H/RR-  
Tyt

**CERTIFICATIONS:** The undersigned certifies that he or she is author Bidder as legally named, that this proposal is submitted in good faith a bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers is included and attached to the Proposal Form, or will be turned in to the Owner within twenty-four (24) hours after receipt of bids, with a copy to the Architect.

Legal Name of Bidder MORRIS-SHEA BRIDGE COMPANY, INC.

GOODWYN, MILLS & CAWOOD, INC. PROPOSAL FORM  
GM&C PROJECT NO. LBHM190024 3 of 4

Mailing Address 609 South 20th Street Irondale, AL 36210

\* By (Legal Signature) [Signature]

\* Name (type or print) RICHARD J. SHEA JR (Seal)

\* Title President

Telephone Number 205 956 9518

\* If other than the individual proprietor, or an above-named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

END OF PROPOSAL FORM

GOODWYN, MILLS & CAWOOD, INC. PROPOSAL FORM  
GM&C PROJECT NO. LBHM190024 4 of 4

**ATTACHMENT "A" TO THE PROPOSAL FORM**

**STATED ALLOWANCES AND UNIT PRICES**  
Attachment to ABC Form C-3  
Proposal Form

**STATED ALLOWANCE AND UNIT PRICES**

The following items of work are anticipated during construction of this contract; however the exact quantity of each work item may not be determinable prior to bidding. The Contractor, shall therefore, include in his Lump Sum Base and / or Alternates Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, shoring, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Allowance item(s). Where quantities of same items of work are defined and are quantified in the bid documents, the allowance quantities indicated hereinafter shall be in addition to those which are indicated. (Example: If the site grading plan indicates new and existing grades, the bidder shall compute the quantity of earthwork required and include that quantity of work in the bid the same as if no "allowance quantity were specified. If an additional allowance quantity of earthwork is stipulated, that stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takeoff").

The following Unit Prices Quoted are for increases or decreases in the above quantities included in the Lump Sum Base and/or Alternate Bids. These Unit Prices include all charges for labor, materials and equipment, fee, layout, supervision (field and home office), general expenses, taxes, insurances, overhead and profit, but not limited to, for accomplishment of the Unit Price item(s).

**Clarification Note:** The Unit Prices quoted by the Contractor shall apply to increases (additive change orders) and to decreases (deductive change orders). This requirement shall supplement the requirements of the General Conditions, and Instructions to Bidders. Changes in the contract amount which are computed using the Stated Allowances and Unit Prices shall be figured at the same unit price whether additive or deductive.

| ITEM                    | ALLOWANCE QUANTITY | ALLOWANCE UNIT PRICE | TOTAL    |
|-------------------------|--------------------|----------------------|----------|
| 1. Concrete Sidewalk 4" | 1 CY               | \$ <u>170.00</u>     | \$ _____ |
| 2. Concrete Sidewalk 6" | 1 CY               | \$ <u>175.00</u>     | \$ _____ |
| 3.                      |                    | \$ _____             | \$ _____ |

ATTACHMENT B  
TO PROPOSAL FORM

CERTIFICATION: I HEREBY CERTIFY THAT ALL SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS (INCLUDING IN PART, THOSE NAMED BELOW), ARE IN COMPLIANCE WITH THE MINIMUM EXPERIENCE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS, AND WHERE STATED AS REQUIRED ARE EITHER PREAPPROVED FOR BIDDING BY THEIR BUSINESS NAME OR HAVE BEEN SUBMITTED AND PREAPPROVED FOR BIDDING IN WRITING OR BY ADDENDUM BY THE ARCHITECT; ALL STILL SUBJECT TO COMPLIANCE WITH REQUIREMENTS; THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL COST FOR COMPLIANCE. SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:  
*Morris - Shea Bridge Company, Inc.* DATE: *5/7/20*

1.1 PRINCIPAL SUBCONTRACTORS AND SUPPLIERS LISTING:

A. Submit the following Principal Subcontractors and Suppliers information with the Proposal Form on Bid Date, OR at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect:

| NO.: | SPECIFICATION SECTION:                  | PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:   |
|------|---|--|
| 1    | SECTION 02070<br>'SELECTIVE DEMOLITION' | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 2    | SECTION 02311<br>'TREE PROTECTION'      | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 3    | SECTION 02200<br>'BARTHWORK'            | <i>Ross Terwest, Inc.</i><br>(FIRM NAME)<br><i>Birmingham, AL</i><br>(LOCATION - CITY and STATE) |
| 4    | SECTION 02720<br>'STORM DRAINAGE'       | <i>Ross Terwest, Inc.</i><br>(FIRM NAME)<br><i>Birmingham, AL</i><br>(LOCATION - CITY and STATE) |

| NO.: | SPECIFICATION SECTION:               | PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION:   |
|------|--------------------------------------|--|
| 5    | SECTION 02850<br>'SYNTHETIC TURF'    | <i>Field Turf</i><br>(FIRM NAME)<br><i>Acadville, AL</i><br>(LOCATION - CITY and STATE)          |
| 6    | SECTION 02850<br>'POURED STONE BASE' | <i>Ross Terwest, Inc.</i><br>(FIRM NAME)<br><i>Birmingham, AL</i><br>(LOCATION - CITY and STATE) |
| 7    | SECTION 02900<br>'LANDSCAPE WORK'    | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 8    | SECTION 03110<br>'CONCRETE'          | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 9    | SECTION 03220<br>'PORTLAND CEMENT'   | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 10   | SECTION 07900<br>'JOINT SEALERS'     | (FIRM NAME)<br><br>(LOCATION - CITY and STATE)   |
| 11   | SECTION 16000<br>'ELECTRICAL'        | <i>Stons &amp; Sons</i><br>(FIRM NAME)<br><i>Birmingham, AL</i><br>(LOCATION - CITY and STATE)   |

ATTACHMENT C  
TO PROPOSAL FORM - ACCOUNTING OF SALES TAX

SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:  
*Morris - Shea Bridge Company, Inc.*

1.1 ACCOUNTING OF SALES TAX:

A. Pursuant to Act 2013-205, Section 1(g), the Contractor accounts for the sales tax NOT included in the bid Proposal Form as follows below.

Failure to provide an accounting of sales tax shall render the Bid non-responsive and it will be rejected. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

B. Refer to Section 01061 - "Regulatory Requirements & Tax Exemptions", for additional information and requirements.

C. Submit the following "Estimated Sales Tax Amount" with the Proposal Form on Bid Date.

| NO. | ITEM DESCRIPTION: | ESTIMATED SALES TAX AMOUNT |
|-----|-------------------|----------------------------|
| A.  | Base Bid:         | \$ <i>75,403.00</i>        |

END OF ATTACHMENT C TO PROPOSAL FORM

END OF ATTACHMENT B TO PROPOSAL FORM

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Morris Shea Bridge, Co. (Inc.), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

- For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
- By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
- The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - Notice of E-Verify Participation
  - Notice of Right to Work
- The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
- The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(ii)) can be

Page 1 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23

presented during the Form I-9 process to establish identity. If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A), and E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS information necessary to resolve the challenge.
- The Employer agrees not to take any adverse action against an employee based upon the employee's

Page 2 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by the MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
- The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552(a)(1) and (3)) and the Social Security Act (42 U.S.C. 1206(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
- The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

Page 3 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23

- The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

**B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

- The Web Services E-Verify Employer Agent agrees to complete its Web Services E-Verify interface no later than six months after the date the Web Services E-Verify User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
- The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the SSA issuance of an ICA. Web Services E-Verify Employer Agents must provide to SSA and DHS the requirements of the ICA must be carried out to the satisfaction of DHS and/or its assignees.
- The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
- The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
- The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
- The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including the tutorials for Employer and will immediately communicate the response back to the Employer. If E-Verify Employer Agent is a Federal contractor.
  - Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
- The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
- The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
- The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
- The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify policies, procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
- The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
- The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer if it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Page 4 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/23

- Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.
- The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
  - The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
  - When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
  - If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
  - The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at: Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
  - The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
    - The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
    - The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
  - The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
  - The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
  - The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

Page 5 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- under license by DHS/USCIS (see i) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

**C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employer's IT representatives carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent shall instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

- If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 27.1B of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 27.1B of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 27.1B01). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally-recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - That Form I-9 is complete (including the SSN) and complies with Article II.A.6.

Page 6 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- The employee's work authorization has not expired, and
  - The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - The Form I-9 contains no SSN or is otherwise incomplete.
- Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.
- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

**D. RESPONSIBILITIES OF SSA**

- SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
  - SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
  - SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
  - SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records. If appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee if the employee does not visit SSA in the time allowed. E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.
- Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

**E. RESPONSIBILITIES OF DHS**

- DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on alien employees by electronic means, and
  - Photo verification checks (when available) on employees.
- DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

Page 7 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
- DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCEI), Civil Rights Division, U.S. Department of Justice.
- DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the IIA and Federal criminal laws, and to administer Federal contracting requirements.
- DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III****REFERRAL OF INDIVIDUALS TO SSA AND DHS****A. REFERRAL TO SSA**

- If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database the Numident or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

- If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

Page 8 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  - The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
  - If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
  - If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
  - The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    - Scanning and uploading the document, or
    - Sending a photocopy of the document by express mail (furnished and paid for by the employer).
  - The Employer understands that if it cannot determine whether there is a photo mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
  - DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  - While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV****SERVICE PROVISIONS****A. NO SERVICE FEES**

- SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V****SYSTEM SECURITY AND MAINTENANCE****A. DEVELOPMENT REQUIREMENTS**

- Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
  - Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
  - Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
  - National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
  - International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
- The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
- The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

Page 6 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
- The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
- The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
- DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
- Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
- If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

**B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected to the protection provided when the information is within the DHS environment (OMB Circular A-130 Appendix III).

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

- Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
- Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
- Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
- Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
- Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
- Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
- Implement procedures for detecting, reporting, and responding to security incidents;
- Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
- In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations (NIST SP 800-37);
- DHS reserves the right to restrict Web Services calls from certain IP addresses.
- DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
- Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

Page 10 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13



software.

**C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

- Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify (NIST SP 800-55). Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
- In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
- Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
- User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
- The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
- The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

**D. COMMUNICATIONS**

- Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
- The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
- The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
- The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
- All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
- Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

**E. SOFTWARE DEVELOPER RESTRICTIONS**

- The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

Page 11 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
- DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
- Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

**F. PENALTIES**

- The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
- DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

**ARTICLE VI****MODIFICATION AND TERMINATION****A. MODIFICATION**

- This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

**B. TERMINATION**

- The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
- Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

**ARTICLE VII****PARTIES**

- Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

Page 12 of 17 | E-Verify MOU for Employers Using a Web Services Employer Agent | Revision Date 06/01/13

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of EIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Morris Shea Bridge, Co. Inc. (Employer) hereby designates and appoints Kelly Johnson (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

|  |              |
|--|--------------|
| Employer   |              |
| Name (Please Type or Print)                              | Title        |
| Signature  | Date         |
| E-Verify Employer Agent<br>Employment Screening Services |              |
| Name (Please Type or Print)                              | Title        |
| Kelly Johnson  |              |
| Signature  | Date         |
| Electronically Signed                                    | May 07, 2020 |
| Department of Homeland Security - Verification Division  |              |
| Name   | Title        |
| Signature  | Date         |

| Information Required for the E-Verify Program       |  |
|---|--|
| Information relating to your Company:               |  |
| Company Name  | Morris Shea Bridge, Co. Inc.                   |
| Company Facility Address                            | 609 South 20th street<br>Irontdale, AL 35210   |
| Company Alternate Address                           |  |
| County or Parish                                    | Jefferson                                      |
| Employer Identification Number                      | 63057530                                       |
| North American Industry Classification Systems Code | Heavy And Civil Engineering Construction (237) |
| Parent Company                                      |  |
| Number of Employees                                 | 100 to 499                                     |
| Number of Sites Verified for                        | 0  |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

|               |                               |
|---------------|-------------------------------|
| Name          | Vivian Campbell               |
| Phone Number  | (205) 317-8706                |
| Fax Number    |                               |
| Email Address | viviancampbell@morrisshea.com |

|               |                         |
|---------------|-------------------------|
| Name          | Teresa Bradley          |
| Phone Number  | (205) 582-6575          |
| Fax Number    |                         |
| Email Address | tbradley@morrisshea.com |

**COOLPLAY MATERIAL SPECIFICATION**

| Test Method | Property                            | Unit   | Range       |            |
|-------------|-------------------------------------|--------|-------------|------------|
| ISO 2031    | Bulk Density                        | kg/l   | 0.45 - 0.65 |            |
| ASTM D792   | Specific Gravity                    | -      | 1.05 - 1.25 |            |
| ISO 2030    | Size Analysis by Mechanical Sieving | %      | see table   |            |
|             |                                     | (mesh) | (mm)        |            |
|             |                                     | 6      | 3.35        | 0.0-1.0    |
|             |                                     | 8      | 2.36        | 0.0-25.0   |
|             |                                     | 10     | 2.00        | 0.0-40.0   |
|             |                                     | 12     | 1.70        | 40.0-100.0 |
|             |                                     | 14     | 1.40        | 0.0-40.0   |
|             |                                     | 16     | 1.18        | 0.0-5.0    |
|             |                                     | 20     | 0.85        | 0.0-1.0    |
|             | under                               | < 0.85 | 0.0         |            |

**LABORATORY TESTING TEMPERATURE EVALUATION** **SPORTS LABS**

**Project Information**

|                                  |  |
|----------------------------------|--|
| <b>Project Name</b>              | Coolplay Temperature Evaluation                              |
| <b>Client Information</b>        | FieldTurf<br>175 North Industrial Blvd.<br>Calhoun, GA 30701 |
| <b>Date</b>                      | September 27, 2017   |
| <b>Report Status</b>             | Final  |
| <b>Job No.</b>                   | 92705/2836   |
| <b>Prepared &amp; Checked by</b> | Jeffrey Gentile<br>Laboratory Director                       |

- Notes:**
1. This report has been prepared by Sports Labs USA with all reasonable skill, care and diligence within the terms of the contract with the Client and within the limitations of the systems described in it.
  2. This report is confidential to the Client and Sports Labs USA accepts no responsibility whatsoever to third parties to whom this report, or any part thereof, is made known. Any such party relies upon the report at their own risk.
  3. This report shall not be used for engineering or construction purposes unless signed by the Author and the Checker and unless the report status is "Final".

**Summary**

The following testing was performed to determine the relative effect infill can have on the surface temperature of a synthetic turf system. A number of synthetic turf systems were tested, each used the same synthetic turf carpet with only the infill varied between systems. All were exposed to infra red heat lamps for a prolonged period to simulate the heating of the sun in a controlled environment. The resulting temperatures were observed and recorded.

**LABORATORY TESTING TEMPERATURE EVALUATION** **SPORTS LABS**

**Introduction**

Sports Labs USA was commissioned to perform a temperature evaluation on a number of turf systems, each with a different infill composition paired with the same synthetic turf carpet used in each system. The results will be compared to show a relative temperature difference.

**Procedure**

Each system was constructed and prepared per EN 12229: Surfaces for sports areas - Procedure for the preparation of synthetic turf and textile pieces.

Each system was constructed using the infill combinations shown in the systems description table below.

The samples were conditioned to room temperature for at least 24 hours.

The following sensors were used to capture and record measurements to a digital data logger every 30 seconds:

- (3) thermo-couples mounted in series to provide a 3 point average of the surface temperature.
- (1) thermo-couple placed inside of the infill for heat transfer across the performance layer.

The samples were heated for 4 hours. All of the data was compiled and the average temperatures for each hour were found. This report will present for each system, the hourly average temperature recorded at each sensor as well as the average for each type of temperature measurement sensor.

LABORATORY TESTING  
TEMPERATURE EVALUATION



System Descriptions

| System ID         | System Description  |
|-------------------|---|
| Coolplay / Sand   | Synthetic Turf Carpet:<br>FieldTurf Revolution<br><br>Infill Combination:<br>0.6lb/ft of Coolplay<br>2.4lb/ft of cryogenic rubber "A" 14-30 mixed with 5.2lb of sand<br>1lb/ft sand on the bottom                   |
| SBR Rubber / Sand | Synthetic Turf Carpet:<br>FieldTurf Revolution<br><br>Infill Combination:<br>0.4lb/ft of cryogenic rubber "D" 10-14<br>2.6lb/ft of cryogenic rubber "A" 14-30 mixed with 5.2lb of sand<br>1lb/ft sand on the bottom |

LABORATORY TESTING  
TEMPERATURE EVALUATION



Results Tables

**Coolplay**

Avg. Temperature per Time Period  
Temperature (F.) per Sensor

| Exposure Time Period | Surface Sensor Location #1 | Surface Sensor Location #2 | Surface Sensor Location #3 | Sensor Embedded in Infill |
|----------------------|----------------------------|----------------------------|----------------------------|---------------------------|
| 0hr-1hr              | 108.7                      | 111.3                      | 102.0                      | 72.7                      |
| 1hr-2hr              | 135.6                      | 131.7                      | 119.3                      | 80.0                      |
| 2hr-3hr              | 142.5                      | 136.9                      | 124.2                      | 93.1                      |
| 3hr-4hr              | 147.2                      | 140.9                      | 127.7                      | 103.1                     |

**SBR Rubber/Sand**

Avg. Temperature per Time Period  
Temperature (F.) per Sensor

| Exposure Time Period | Surface Sensor Location #1 | Surface Sensor Location #2 | Surface Sensor Location #3 | Sensor Embedded in Infill |
|----------------------|----------------------------|----------------------------|----------------------------|---------------------------|
| 0hr-1hr              | 160.9                      | 162.5                      | 153.8                      | 93.4                      |
| 1hr-2hr              | 186.3                      | 183.1                      | 178.0                      | 137.4                     |
| 2hr-3hr              | 189.6                      | 187.4                      | 180.8                      | 155.7                     |
| 3hr-4hr              | 191.8                      | 191.8                      | 183.4                      | 162.8                     |

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS

**SPORTS LABS USA**  
 Unit #2 • 155 River Road • Bow • New Hampshire • 03304  
 Telephone: (603) 715-5453 • E-Mail: info@sportslabsusa.com  
 October 5, 2017 • Page 3 of 6

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS

**SPORTS LABS USA**  
 Unit #2 • 155 River Road • Bow • New Hampshire • 03304  
 Telephone: (603) 715-5453 • E-Mail: info@sportslabsusa.com  
 October 5, 2017 • Page 4 of 6

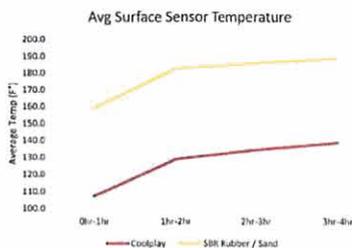
LABORATORY TESTING  
TEMPERATURE EVALUATION



Results Graphs

Average Surface Sensor Temperature per Time Period  
Average Temperature (F.) per Sensor Type

| Exposure Time Period | Coolplay | Temp. Difference (F.) | SBR Rubber / Sand |
|----------------------|----------|-----------------------|-------------------|
| 0hr-1hr              | 107.3    | -53.7                 | 159.1             |
| 1hr-2hr              | 128.9    | -53.6                 | 182.5             |
| 2hr-3hr              | 134.5    | -51.4                 | 185.9             |
| 3hr-4hr              | 139.6    | -50.4                 | 193.0             |



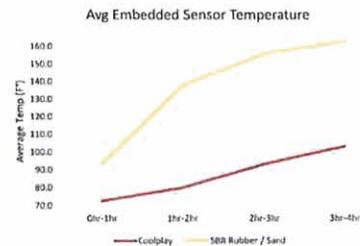
LABORATORY TESTING  
TEMPERATURE EVALUATION



Results Graphs

Average Embedded Sensor Temperature per Time Period  
Average Temperature (F.) per Sensor Type

| Exposure Time Period | Coolplay | Temp. Difference (F.) | SBR Rubber / Sand |
|----------------------|----------|-----------------------|-------------------|
| 0hr-1hr              | 72.7     | -20.7                 | 53.4              |
| 1hr-2hr              | 80.0     | -57.4                 | 137.4             |
| 2hr-3hr              | 93.1     | -62.6                 | 155.7             |
| 3hr-4hr              | 103.1    | -59.7                 | 162.8             |



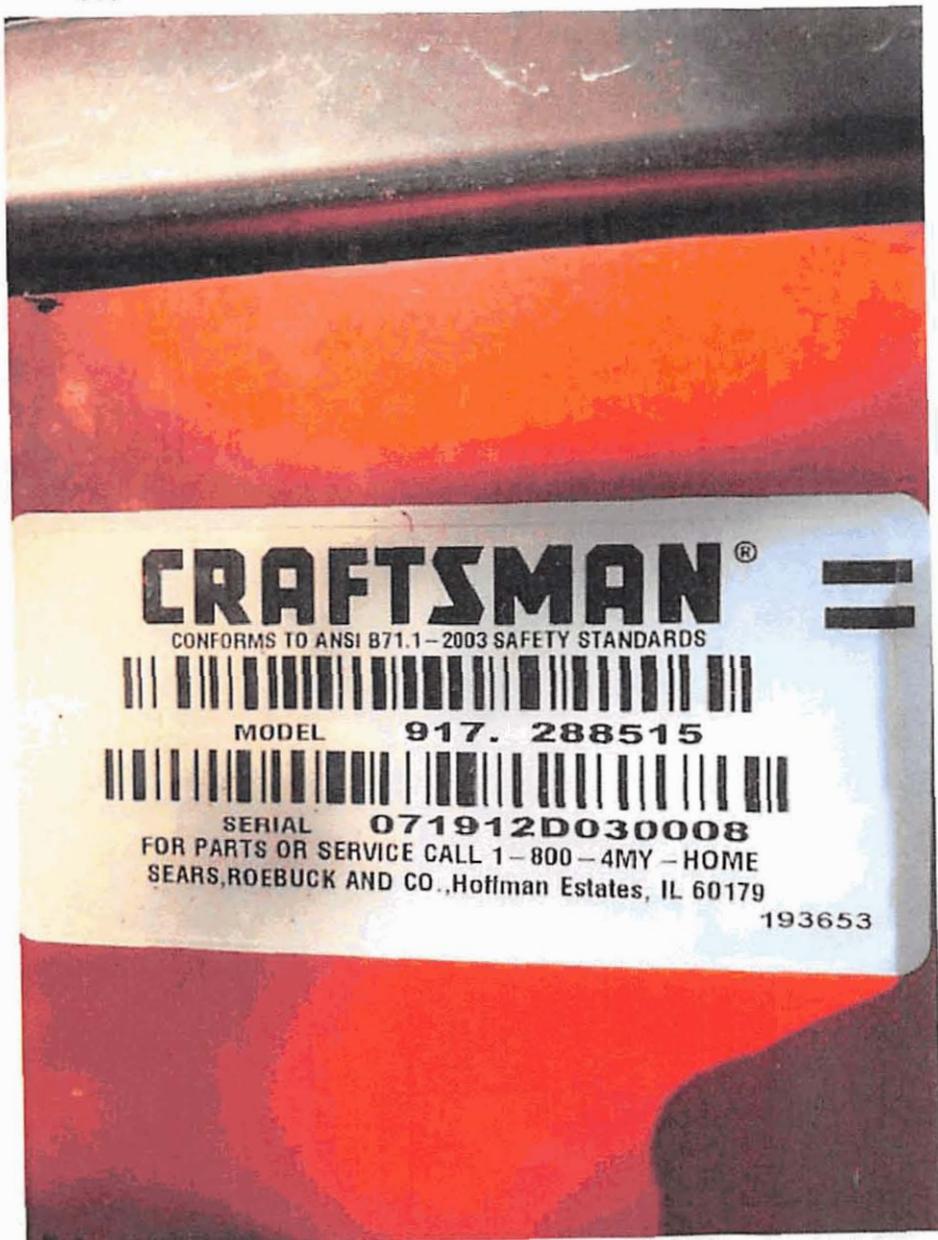
End of Report

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS

**SPORTS LABS USA**  
 Unit #2 • 155 River Road • Bow • New Hampshire • 03304  
 Telephone: (603) 715-5453 • E-Mail: info@sportslabsusa.com  
 October 5, 2017 • Page 5 of 6

INFORMATION, ADVICE & KNOW-HOW FROM THE SYNTHETIC SPORTS SURFACE EXPERTS

**SPORTS LABS USA**  
 Unit #2 • 155 River Road • Bow • New Hampshire • 03304  
 Telephone: (603) 715-5453 • E-Mail: info@sportslabsusa.com  
 October 5, 2017 • Page 6 of 6



**CRAFTSMAN**®

CONFORMS TO ANSI B71.1-2003 SAFETY STANDARDS



MODEL **917. 288515**



SERIAL **071912D030008**

FOR PARTS OR SERVICE CALL 1-800-4MY-HOME  
SEARS, ROEBUCK AND CO., Hoffman Estates, IL 60179

193653





03/30/2020  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook, AL 35213

# Flock Safety ALPR System



## flock safety

1

### Implementation:

By signing an agreement for stolen cameras by July 1, 2020 with Alabama Power to have the Flock ALPR system installed, the Mountain Brook Police Department can have a cost savings of \$46,000.00 over the price of four years. The current annual cost of each camera is \$2000.00 and will be \$7750.00 in beginning July 1, 2020. The agreement is based on two years of equipment for additional two years at current costs. That is a savings of \$12,000.00 per year if acted on.

The costs, for the first year, can be paid from current budget year by utilizing surplus in Police accounts. Specifically, transferring \$22,000.00 from Range Target Renovation account 441-3590-0700-0650 to the Annual Maintenance Software Rev 911 account 100-3510-6463-3503. The following years would be paid by the Annual Maintenance Software Rev 911 account by raising the account by \$22,000.00 beginning with the 2020-2021 annual budget.

By implementing the Flock ALPR system in Mountain Brook, the Police Department can target crime hot spots and immediately have access to evidence and leads in order to solve crimes. The Flock ALPR system has consistently assisted police departments in the United States solve crimes against persons and property crimes. Currently, there are twelve jurisdictions in Jefferson County utilizing the system. Several other jurisdictions in Shelby County and St. Clair County are currently using the technology as well. Some jurisdictions that have the system are actually adding additional cameras to improve crime reducing efforts and crime solvability.

Capabilities of the system include alerts on warrants/arrests on individuals or vehicles as they pass a camera position. Officers would be alerted when stolen tags or stolen vehicles pass by. Six Offender notification when a registered sex offender enters the city. All of which are critical information to Officers on the street patrolling neighborhoods and business areas. Known violent offenders will be known when entering Mountain Brook due to the Flock ALPR camera system being in place. The system can also be used to enter known suspect tag numbers to alert when entering the city or passing a Flock camera location. Many features can be utilized with the system including intelligence gathering and officer/citizen safety.

2

**PERMITS/EXEMPTIONS**  
Alabama Power Company (APC) and the City of Mountain Brook (the "Customer") agree that the Mount Brook Public Safety Services Agreement shall be subject to the terms and conditions of the Agreement. The Agreement shall apply to the Permit and Exemption from the City of Mountain Brook. The Agreement shall apply to the Permit and Exemption from the City of Mountain Brook.

- Licensee, APC, shall provide the Services to the Customer at the business hours on days to be installed by the Permit and install an additional information.
- Deliverables, APC, Services provided to the Customer shall include the following Deliverables:
  - Initial and initial training (1) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions fees, 30-day cloud storage and associated equipment
  - Initial and initial training (1) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions fees, 30-day cloud storage and associated equipment

**Payment Schedule:**

| Months | Service Cost | Estimated Recurring Cost* | Monthly Cost* |
|--------|--------------|---------------------------|---------------|
| 1-31   | \$2,000.00   | \$0.00                    | \$2,000.00    |

\* The actual required cost for electric service to the Surveillance Equipment will be calculated using the applicable tariff approved by the Alabama Public Service Commission at the time of billing. Service hours, fees, regulations, and rate schedules are subject to change from the estimates provided above.

\*\* Payment Schedule applies to initial term and automatic month-to-month renewal noted in Section 8.

• Covered, Cloud storage will be provided to the Customer. The Customer will be able to view content from its licensed surveillance devices and other subscribers.

• Integrations and other Subscriptions, Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrations and other subscriptions:

• Flock Safety (owner provided)

• Moving Equipment, If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Service Center at 1-800-433-2329 and obtain APC's written consent. If the equipment is relocated, the Customer must pay the required one-time fee. If the equipment is relocated, such relocation of equipment may result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Mountain Brook  
By: *[Signature]*  
Name: Stewart Webb, Mayor  
Date: 3/30/20

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.  
City of Mountain Brook  
By: *[Signature]*  
Name: Stewart Webb, Mayor  
Date: 3/30/20

Alabama Power Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

1

### Overview

Flock Safety's Automatic License Plate Recognition system securely captures images while the proprietary machine learning algorithm uses Vehicle Fingerprint technology to identify the license plate, vehicle make, type, and color. Footage is held temporarily on the camera for initial processing before being sent to a cloud where it is stored for thirty days; before being automatically deleted. The stored information can be accessed quickly and easily from a laptop or smartphone.

### Goals:

1. Purchase and install stolen ALPR cameras in strategic locations in Mountain Brook.
2. Target crime hot spots and create a virtual gate of LPRs to stop crime before it enters Mountain Brook.
3. Use advanced machine learning to turn hundreds of hours of footage into key images the police need to track leads and make arrests by capturing evidence of vehicles in the area of a crime.

### Specifications:

- Powered by
  - o 14Ah Battery
  - o 30W Solar Panel (14" x 21")
- Can be installed on existing Alabama Power poles(s).
- NCIC Alerts
  - o Under 40 seconds
  - o Includes time, location, tag & vehicle image
  - o Includes state-specific alerts based on image

### 215 Beat Stats After (March-August)

|                  | 5/1 | Aug | 2018 | 2019 | TB - 19 % Change |
|------------------|-----|-----|------|------|------------------|
| Robbery          | 29  | 23  | 11   | -22% |                  |
| Sex Burglary     | 59  | 34  | 27   | -20% |                  |
| Non-Sex Burglary | 23  | 77  | 10   | -43% |                  |
| Entering Auto    | 147 | 138 | 50   | -64% |                  |
| Theft            | 155 | 160 | 160  | -6%  |                  |
| Vehicle Theft    | 55  | 52  | 45   | -13% |                  |

### Milestones:

1. Currently twelve jurisdictions in Jefferson County have the Flock ALPR System.
2. Cobb County GA, a suburb of Atlanta, installed 13 cameras in March 2019 in the area neighboring Six Flags and reduced crime by 60%.

- Types include: Warrant/Warrants for individuals or vehicle, Sex Offenders, and Stolen tags
- Known Violent Offenders
- Searchable Fields:
  - o License plate
  - o Vehicle type, Make, Color
  - o Location
  - o Date Range

4

---

Flock Safety produces high quality still frames to quickly get to the moment of the crime to be utilized by police. The information produces a picture of the vehicle along with the tag/vehicle information. The data is stored in the cloud rather than on the device itself so that it's fast and easy to access footage when needed. This also allows the company to continue to improve the software and deploy enhancements out to our cameras in real-time. Flock has developed sophisticated machine vision algorithms to reduce hours of footage across multiple cameras into a single simple to use interface that focuses on what police are looking for and not just the time of day. Different avenues of search related fields are available to investigators for specific information on the vehicle itself, not just a tag number.

By purchasing the Flock ALPR system through Alabama Power, the cameras can be mounted on existing power poles. It is a discreet design designed specifically for neighborhoods, evoking traditional eyesores of security cameras. The power source would be a 14"x21" 30W Solar Panel with a 14Ah battery back-up. The camera system can also be placed on sign trailers for mobile use, in the need for highly attended events or for isolated crime in specific areas. The cameras are maintained by Flock and only the data is owned by the police department.

The technology and capabilities of the Flock ALPR system gives police a clear advantage at solving crimes and reducing crime rate. The information supplied by the camera system allows investigators to have immediate possibilities of leads to follow in the investigation of a crime. The technology will provide information that will be utilized by investigators to not only develop leads and/or suspects, but also deter future crime by successful investigations and the mere presence/knowledge of the camera system in the city.

Current vehicle assignments

| Car #      | Model/Year         | Start  | End      | Notes |
|------------|--------------------|--------|----------|-------|
| Car 14-001 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-002 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-003 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-004 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-005 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-006 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-007 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-008 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-009 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-010 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |

Proposed vehicle assignments

| Car #      | Model/Year         | Start  | End      | Notes |
|------------|--------------------|--------|----------|-------|
| Car 14-011 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-012 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-013 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-014 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-015 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-016 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-017 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-018 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-019 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |
| Car 14-020 | 2013 Silver Toyota | 1/1/14 | 12/31/14 |       |

**Details:**

- Officers must have 3 years experience with the department to be assigned a car
- For however many officers there are in training, the city can plan to purchase 16 that many vehicles during their training period
- 4-8 replacement for police officers vehicles- 4.5 avg. years, will after 375,000 miles - lease \$2,000 each
- Only used for official police duties
- Outgoing officer park on Tibbets Street (12 available spaces)
- Outgoing officer park in the parking garage (21 available spaces)
- 4-8 new patrol cars stored at public works
- At each "hour" year will mean to public works the city will take older vehicles to put towards it based from vehicle
- Each officer can reach their assigned vehicle at home, office, motor car wash, or at a very minimal cost the city can set up a washing station at public works

**2014 Mileage:**

- Currently there are 24 officers and 8 sergeants who have 24 years experience. Suppose a patrol car for each both (including 16) and utilizing the vehicles the department already has, the city needs 18 patrol cars at \$23,000 each
- 1 Sgt. Vehicle at \$4,000 each
- Total \$1,024,000 for 13 vehicles over a 3-year period

**The Difference I Offered:**

- Current vehicle assignments versus the proposed vehicle assignments
- The second mileage is not counting 13 vehicles over 6.5 years with \$13,000 vehicle cost, \$200 mileage, 80% of current annual maintenance, and annual insurance cost of \$700, versus we cannot find other 2.5 years at \$2,000 per year for maintenance.

**Financials:**

The city of Mountzab Brook averages a surplus of \$200,000 per year from the budget. Over 2 years the surplus would cover the total purchase of 30 vehicles. The numbers presented show the small cost of take-home vehicles. I have not shown any possible discounts that may be provided when buying in large quantities. There are 3 police motor cycles that have not been used in years due to the lack of response; the city could sell the motorcycles and use that money towards patrol cars. Once patrol is fully staffed and the department has more officers the city will have more motorcycles that are purchased and parked to provide the city money by leasing vehicles.

**Conclusion:**

Without question, the take-home vehicle program would take a significant investment by the city of Mountzab Brook. However, I feel that the benefits of the program far outweigh the initial costs. I have shown the city can save \$21,500 yearly and \$111,000 over the life cycle of an assigned vehicle. Overall savings would be greatly increased, which leads to more police to the work that each officer does on a daily basis.

The program benefits every citizen, church, and business in the city of Mountzab Brook. In 2013 the city paid \$2,482,113 of property taxes, 138 traffic, 504 drug arrests, 69 accidents with injuries, 37 car crashes into 21 residential buildings, 17 domestic violence calls, 15 vehicle collisions, and 73,023 police calls. The ability to buy less when someone sees a police car equals wellness. In today's world police presence is crucial more than ever; there would be more assigned patrol cars in the village and neighborhoods to keep Mountzab Brook one of the safest cities in the state. In maintaining the state and looking at all the benefits it is my opinion that implementing the program should be seriously considered by city leadership and put into action at the earliest available opportunity.

**Witnesses:**  
 William G. Davis, Highway & Traffic Vehicle Car Advantage, Retrieved from  
<https://www.vehicleadvantage.com/>





2020-079

APPENDIX 7

The estimated material quantities are as follows:  
Concrete Grout 55 cubic yards  
Woven Wire Mesh 1,620 sq. ft.

**Substantial Information**

The culvert serves a relatively large drainage area, approximately 1.1 square miles, with residential and other improvements located upstream and adjacent to the culvert. The culvert is located in the Special Flood Hazard Zone. To understand the effects of raising the flowline elevation and reducing the flow area within the culvert, a hydraulic analysis of the improvements to the culvert was conducted. The results show a minor increase in the water surface elevation upstream of the culvert entrance, during a 100-year peak flow event, of about 4-inches. However, it is not believed that this increase is significant or that the increase would cause any structures or improvements to be inundated.

**Summary**

Based on the current condition of the pipe, School recommends that the City of Mountain Brook proceed with seeking competitive bids, in accordance with the Public Works Act, to repair the culvert.

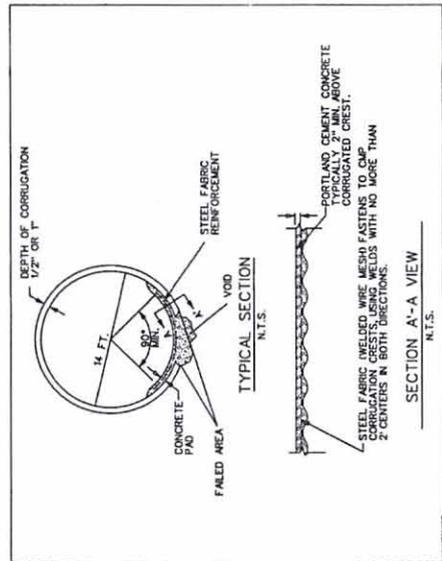


**Recommended/Grants**

To slow or stop the deterioration of the invert, and to prevent the further loss of natural ground below the pipe, School recommends the City of Mountain Brook proceed with a project to repair the invert. Based on the condition of the pipe, the project would include lining the entire flow line of the pipe with concrete grout (see Exhibit 1). In general, the work would consist of the following items:

- Prepare the pipe to receive the new concrete grout most by removing portions of the deteriorated pipe that are protruding above the flowline and might cause snags or result in future blockages
- Attach a woven wire mesh along flowline of the culvert to provide structural support for the new concrete invert
- Pour concrete in the invert of the pipe, allowing the concrete to fill any voids below the original invert of the pipe. The new finished invert elevation would be approximately 18-inches higher than it currently is and extend about 3-feet left and right of the culvert centerline.
- Some minor clearing of the ROW might be required to allow access to the upstream and downstream culvert openings
- It is not anticipated that any temporary construction easements will be needed, although, the selected contractor may request additional work area that could require a construction easement
- No work does not include any modifications to the structure or part of the culvert
- No painting, coating, or work above the new concrete invert has been considered

2



**EXHIBIT 1**  
Typical Section Detail

**CONTRACTOR BOOK**  
SCHOOL DISTRICT OF MOUNTAIN BROOK  
15000 BIRCHWOOD DRIVE  
MOUNTAIN BROOK, AL 35221  
PHONE: 205-578-1100 FAX: 205-578-1101

Date: May 21, 2020  
Re: South Brookwood Rd. Culvert Repair  
Mountain Brook, Alabama  
Project Report

**PROJECT DESCRIPTION**

A 14-foot diameter corrugated metal storm pipe passes beneath S. Brookwood Road, about 1/2 mile north of the intersection with Overton Road, along an unnamed tributary of Fuller Creek. The invert (flow line) of the culvert has deteriorated to point that natural ground is visible along the entire length of the culvert. School has been tasked with evaluating the condition of the culvert and providing recommendations to repair the invert of the culvert. This report provides a brief overview of the site conditions and the recommended repair.

**Site Conditions**

The pipe is located entirely within the S. Brookwood Road Right-of-Way. The R.O.W. boundary extends about 10-feet beyond the upstream face and 15-feet beyond the downstream face. The culvert openings are located at the base of a 35-foot embankment with heavily wooded steep side slopes. The culvert is approximately 168-feet long.

A field inspection shows that the invert is completely eroded away along the full length of the pipe. The eroded sections of the invert range from about 1-foot to 4-feet wide. Portions of the metal pipe are protruding up from the flow line and causing debris to become lodged in some areas. This condition is also allowing water to flow beneath the pipe. Bare earth, primary rock and gravel, are visible. School did not observe any large voids or deep holes below the invert.

The pipe appears to be intact above the flow line, although some slight deformation of the ceiling can be seen about 40-feet from the downstream face.

Photos were taken at 20-foot intervals of both the left and right side of the culvert's invert, in addition to videos. The photos below were taken during the site visit and show the typical condition of the invert of the pipe.

## City of Mountain Brook Safer at Home Plan

On May 21, 2020, the State Health Officer issued a Safer at Home order to be implemented statewide. That Order permits the re-opening and use of certain public facilities under conditions that are expressed in the order. The City of Mountain Brook has prepared its own Safer at Home Plan to provide the community clarity on how the regulations and conditions will apply to public facilities and amenities in the community.

1. **All Public Areas.** All property, areas, and facilities that are either owned or operated by the City of Mountain Brook or belong to or are used for the benefit of the general public shall be subject to the following rules, unless modified by more specific rules concerning certain activities:
  - i. Social distancing must be maintained pursuant to CDC and State Health Officer guidelines in place, as they may be amended from time to time. As of May 21<sup>st</sup>, 2020, adequate social distancing means that all persons shall maintain a consistent six-foot distance between himself or herself and all persons from a different household.
  - ii. Any person who has a fever, cough, or other symptoms of COVID-19, who has been exposed to an individual known to have tested positive for COVID-19 or who has tested positive for COVID-19 shall not utilize any property, area or facility of the City of Mountain Brook unless and until such person has been specifically released from any and all COVID related restrictions by public health authorities or his or her health care provider.

These rules apply to public parks, public buildings, recreational facilities, sidewalks, and rights of way. They do not apply to persons operating or occupying motor vehicles on public streets, rights of way or public property.

2. **Parks.** Public parks will be open, subject to the other conditions in this Plan. Social distancing guidelines must be followed. Vulnerable individuals are encouraged to follow the stay-at-home guidelines.

- a. Individuals must remain six (6) feet apart unless within the same family unit. The use of face masks is strongly encouraged.
- b. Organized athletic team activities shall be only be permitted subject to the specific regulations in the State Health Officer's Order of May 21, 2020 and subject to the provisions in Section 3 of this Plan. Pick-up games or other activities where social distancing cannot be maintained will not be allowed in the parks regardless of the number of participants. The use of tennis courts shall be permitted subject to the following:
  - o Participants shall not congregate within six feet of other participants unless required to participate in the activity.
  - o Participants shall not share equipment (other than tennis balls), water coolers, bottles, cups, towels or other items.
  - o No more than four (4) persons shall be permitted on any one court at any one time.
- c. All drinking fountains will remain closed and shall not be used.
- d. Pavilions will be open for general use but may not be rented until further notice. The general social distancing rules shall apply to all pavilion use. Any person using a pavilion must clean and disinfect all surfaces used, including specifically any picnic tables, after the pavilion use is completed.
- e. Restrooms shall remain closed until further notice.
- f. All persons using parks should limit contact with commonly touched surfaces except to the extent necessary. Park patrons will be expected to provide their own hand sanitizer or disinfectants.
- g. Other regulations that are park specific may be posted at each park and must be followed at all times.
- h. The City reserves the right to close the parks without notice.

3. **Sports Fields.** The following sports fields shall be open to the public, subject to the general rules and guidelines concerning field use:
  - o Mountain Brook Jr. High
  - o Mountain Brook Elementary
  - o Crestline Elementary
  - o Brookwood Forest Elementary
  - o Cherokee Bend Elementary
  - o Rathnell (MB Sports Park Foundation use only)
  - o Mountain Brook High School
    - o Soccer Fields
    - o Tennis Courts
    - o Track

- o Baseball Fields (except for Varsity Field)

Organized team use may be permitted subject to submission of a plan by those responsible for such activity and execution of an agreement acknowledging and agreeing to abide by State Health Officer's orders concerning organized team activities. The City reserves the right to permit or disallow any request in its sole discretion.

4. **Playgrounds.** All City playgrounds, including the playgrounds at the Tot Lot, Canterbury Road and Overton Park, will be open for use, subject to general social distancing regulations. The playgrounds at Crestline Elementary, Brookwood Forest Elementary, Cherokee Bend Elementary and Mountain Brook Elementary Schools are subject to the rules and regulations of the Mountain Brook Board of Education. As of the date of this Plan, they are closed to public use.

5. **City Hall.** Access to Mountain Brook City Hall will remain limited to keep both employees and members of the public safe. The front door (Church Street side) will be locked. The public may enter the building only if they have an appointment with the City Manager, other staff, or are conducting business with the revenue department or the Court Magistrate. All persons should enter City Hall through the entrance on the Hoyt Lane side (Oak Street Garden) of the Magistrate and exit through the entrance on the Tibbett Street side (Patriot) of the building.

- a. Administrative services shall continue by way of telephones, fax, email or the City's website, [www.mtbrook.org](http://www.mtbrook.org), or P.O. Box 130009, Mountain Brook, AL 35213. Those needing administrative services in the Magistrate and Revenue areas may enter the building as described above and should contact those departments and the ability to provide adequate social distancing. Appointments may be by telephone or online meetings. In-person meetings may be available for some departments when necessary or appropriate. Available options will be provided when as appointments are requested. Second floor of City Hall will be closed to the general public.

- b. **Court.** Municipal Court has been cancelled until June 17, 2020. Court personnel continue to be available by phone and, in some circumstances, in person to answer questions, to take payment and handle other Court related matters.

- c. **Police Department.** The police department remains open and subject to the access procedures in place prior to COVID-19 orders. In order to maintain adequate social distancing, no persons from different households shall be permitted to occupy the waiting area/lobby of the police department at the same time. Visitors will be required to wait outside the entrance (with appropriate social distancing) until the lobby is vacated.

- d. **Fire Department.** The fire department remains open and subject to the access procedures in place prior to COVID-19 orders. In order to maintain adequate social distancing, no persons from different households shall be permitted to occupy the waiting area/lobby of the fire department at the same time. Visitors will be required to wait outside the entrance (with appropriate social distancing) until the lobby is vacated. All visitors should call ahead for an appointment and arrangements can be discussed at that time.

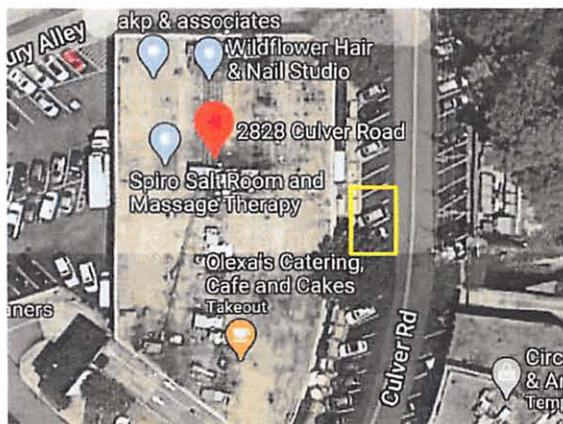
6. **Public Works Facility.** The public works facility shall remain closed to the general public and meetings with administrative personnel shall be by appointment only. The general public may continue to purchase compost pursuant to current policies and subject to COVID-19 guidelines related to social distancing.

7. **Emmet O'Neal Library.** The library building will remain closed to the general public until further notice. Curbside Pick-up services for library materials will be available beginning June 1.

# Golden Age Wine

## Temporary Seating Proposal

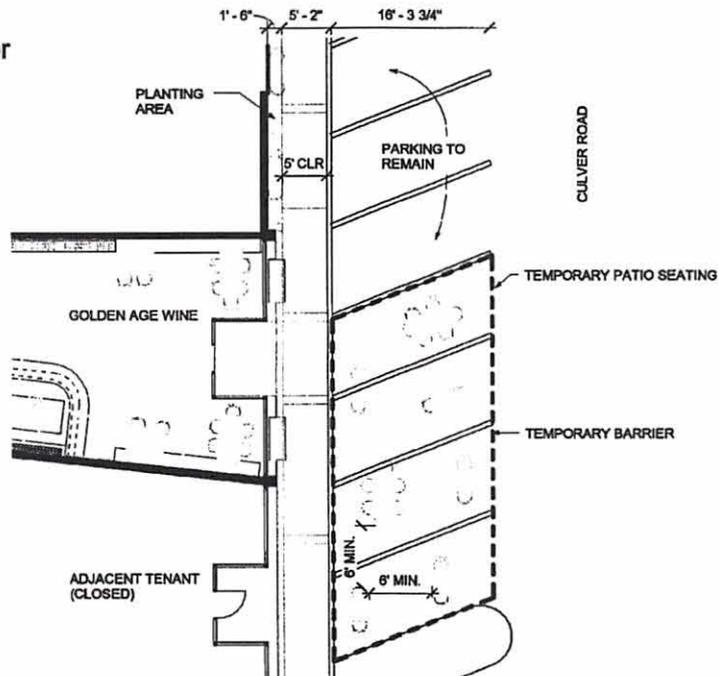
Location : 2828 Culver Rd

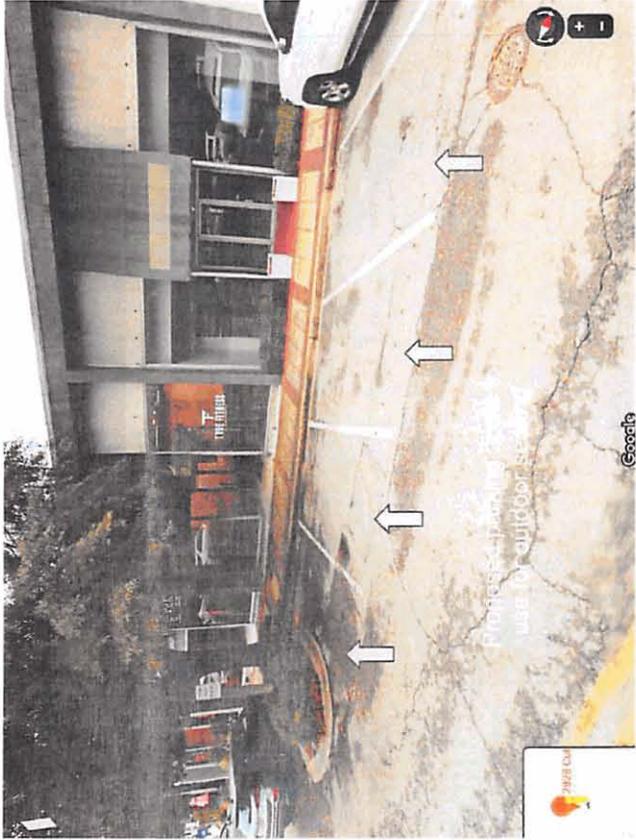


Current Exterior



Proposed outdoor seating plan





**Sam Gaston**

From: Brandon Loper <brandon@goldenagewine.com> on behalf of Brandon Loper  
 Sent: Thursday, May 21, 2020 10:05 AM  
 To: Sam Gaston  
 Cc: Dana Hazen; Tyler Slaten  
 Subject: Re: Temporary seating in parking spaces  
 Attachments: Golden Age COVID Strategy pdf

Hi Sam,  
 I would like the Council to consider allowing businesses to place temporary seating in parking spaces in an effort to balance out the 50% occupancy requirements due to COVID-19. This is crucial to our business staying afloat during this uncertain time. For us, and most other restaurants- 50% occupancy means half the staff and half the revenue. Our overall revenue has significantly diminished due to lack of on-premise sales for the last two months and an underperforming re-opening could cause us to eventually have to close our doors. Please consider this proposal in an effort to bring life and vibrancy back to our business and to Mountain Brook. We love this community and would love to use this time to show how resilient and creative we can be and ultimately be an example for neighboring cities all around the south.

Best,  
 Brandon Loper  
 Golden Age Wine  
[www.goldenagewine.com](http://www.goldenagewine.com)

On Wed, May 20, 2020 at 10:27 AM Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)> wrote:

Got it.

Brandon-send me a formal request outlining your thoughts and proposal. We can place this on the May 26<sup>th</sup> Council pre-meeting for discussion by Zoom

Sam 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: Dana Hazen [mailto:[hazend@mtnbrook.org](mailto:hazend@mtnbrook.org)]  
 Sent: Wednesday, May 20, 2020 10:12 AM