MINUTE BOOK 91

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.
After Hours or Emergency Inspection Request Form
(Hours other than from 8am until 5:30pm, Monday through Friday)

As per Ordinance No. 1214, 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 3 hour window or portion thereof. This is not applicable to buildings or other scheduled city closures.

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 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: ______________________________

SECTION 1

Chapter 46

Miscellaneous Business Regulations

26-27(a)
Request for revenue ruling fee
200.00

26-106(a)
Fee in lieu of tax levied on gross receipts (per year)
5.00

Chapter 42

Solid Waste

42-55
Collection services fee:

42-55(a)
For business or institution (per year)
100.00

42-55(b)
Reserved.

42-55(c)
Reserved.

Chapter 46

Streets, Signatures and Other Public Places

46-78
Excavation permit fee
3.00

46-81(a), (c)
Cost of restoration for asphalt or concrete pavement (per square yard)
75.00

Charge for cutting improved surfaces according to the age of the pavement:

During the first 12 months after completion
500.00

During the second 12 months after completion
400.00

During the third 12 months after completion
300.00

During the fourth 12 months after completion
200.00

During the fifth 12 months after completion
100.00

Chapter 101

General and Administrative Provisions

101-26
Prehearing fee for public hearing before planning commission:

101-26(a)(1)
For owner or agent of any lot or parcel of land which contains less than two acres
20.00

101-26(a)(2)
For owner or agent of any lot or parcel of land which contains two or more acres
100.00

101-26(c)
For owner or agent seeking approval or tentative approval of any subdivision or resubdivision
75.00

Chapter 105

Blasting

105-3(a)
Blasting permit issuance fee
200.00

105-105(e)
Pyrotechnics permit issuance fee
75.00

Chapter 109

Buildings and Building Regulations

109-2
Building permit fees:

Where the value of construction does not exceed $500.00, and no inspection is required
No fee

109-3(a)
Where the value of construction does not exceed $500.00, and an inspection is not required
50.00

109-20(b)
Where the value of construction is more than $500.00, but less than $1,000.00
50.00

109-20(c)
Where the value of construction is $1,000.00 or more (per $1,000.00 or fraction thereof)
10.00

109-3(f)
Plus an inspection fee
50.00

Plus additional $1.00 per $1,000.00 of value of non-residential construction

May 26, 2020
as required by Ala. Act 2015-308

109-2(e) Fire alarm installation permit issuance fee:
   For commercial and multi-residential building installations 100.00
   For single-family residential building installations 50.00
   Hood and duct suppression systems permit issuance fee 50.00
   Automatic fire sprinkler or standpipe system permit issuance fee:
   For the first floor 100.00
   For each additional floor 50.00
   Certificate of occupancy fire safety inspections permit issuance fee:
   For the first floor 100.00
   For each additional floor 50.00
   Fire and life safety plan review fee:
   For the first floor 100.00
   For each additional floor 50.00
   Moving fee 500.00
   Demolition fee for buildings or structures 500.00
   Re-inspection fee 100.00
   Moving permit fee for buildings or structures 500.00
   90-day permit fee for residential placement of portable storage unit by resident 300.00

CHAPTER 113 ENVIRONMENT AND NATURAL RESOURCES MANAGEMENT

113-11-9 Stormwater detention review fee - for project in single-family residential district 500.00
113-12-9 Stormwater detention review fee - project in multi-family district and all other projects requiring stormwater detention permit 1,000.00
113-13-9 Stormwater detention permit fee - for project in single-family residential district 500.00
113-14-9 Stormwater detention permit fee - for project in multi-family district and all other projects requiring stormwater detention permit 1,000.00

113-22-9(l) Fee for appeal of adverse action on stormwater detention application 100.00

CHAPTER 129 TELECOMMUNICATION TOWERS

129-11-1 Telecommunication tower permit application fee: 100.00

where legal notices must be mailed to property owners within a 500-foot radius of subject property 200.00
Appeal to the board of zoning adjustment 100.00
Application fee for rezoning to planned unit development districts:
   Petitions to the planning commission 500.00
   Applications to the city council 200.00
Application fee for rezoning to residential infill districts:
   Petitions to the planning commission 500.00
   Applications to the city council 200.00
Home occupations:
   Home occupation permit fee 100.00
Fee for the review of a revised plan for a home occupation 50.00
Temporary uses:
   Yard sale permit fee 20.00
   Trunk-sale permit fee 100.00

[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

2020-073 2020 “Back to School” Sales Tax Holiday, July 17—19, 2020       Exhibit 1, Appendix 1

2020-074 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, Appendix 2

2020-075 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, Appendix 3

2020-076 Surplus and authorize the sale of one Craftsman Lawn Tractor (model 917.288515, s/n 071912D030008) formerly used by the Fire Department Exhibit 4, Appendix 4

2020-077 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, Appendix 5
of APCO facilities for license plate recognition service

**2020-078** 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)

**2020-079** Authorize the City Manager to proceed with the South Brookwood Road culvert repair as recommended by Schoel Engineering Company, Inc.

**2020-080** Approve the municipal facilities re-opening plan

**2020-081** Conditionally approve the application of Golden Age Wines to use public spaces along the sidewalk for after-hours seating and service

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

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**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,
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 precede 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
April 27, 2020

2020 “Back-to-School” Sales Tax Holiday
July 17-19, 2020

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

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
EMAIL: laura.reese@revenue.alabama.gov
QUESTIONS: 334-242-1443

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Laura Reese
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

“An Affirmative Action / Equal Opportunity Employer”
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.

Assuming this minor tweak is acceptable, could you please make this change and then resubmit all that I have? I will sketch it for you. I will sketch it for you. The Mayor will execute it as scheduled, and Mr. Boone will then return it to you for your signature.

Steve Boone
1916 First Avenue North
Birmingham, Alabama 35203
Phone: (205) 251-2881
Fax: (205) 254-3067
Email: steveboone@mmbrook.org

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

May 15, 2020

Mr. Lindsey Gardner
Library Director
Emmet O’Neal Library
55 Oak Street
Mountain Brook, AL 35213
Office: 1-205-445-1392
Mobile: 1-334-216-9641
Email: LindseyGardner@mb.org

RE: Proposal for Roof Consulting Services
Emmet O’Neal Library
Mountain Brook, AL
W&A: 20-46373.1

Dear Mr. 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 professionally managed 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 re-roof 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"). The proposal is solicited with the following:

1. Phase 1 - Construction Documents: Prepare bid documents
2. Phase 2 - Bid assistance: Assist Client to select Contractor
3. Phase 3 - Contract Administration

This letter presents Services proposal 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 16,000 SF, with rooftop equipment located at various points on the roof.
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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 Documents and other roof and 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 building 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 core, if made, will be repaired (patched) with EPDM self-adhered membrane strips, before having 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 assist a mandatory, mock pre-bid meeting for the Project; answer bidder questions (including shall 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 services reasonably necessary to ensure continuity of the work. W & A will also assist with the construction contract, including pre-bid meetings, observation and inspection of the Contractor’s work at the Library, including periodic inspections and 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 Client’s management and processing any change orders or disputes with the 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 operation per the Construction Documents:

1. A letter of final payment to Contractor, obtaining a set of as-built drawings from Contractor for the benefit of Client; and existing Client matching any other deliverables that are commercially provided to owners of public works projects.

Emmet O’Neal Library – Mountain Brook, Al. May 15, 2020
(W&A: 20-00377.1) Page 4 of 7

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 to working with you. Thank you for your time and consideration.

Sincerely,

WILLIAMSON & ASSOCIATES, INC.

W. G. "Simo" Crews
Vice President

Attached

Terms and Conditions

C: Mr. Steve Rooms (rooms@roomsbuilders.org)
Ms. Steve Stone (steve@roomsbuilders.com)
Ms. Mike Allen (mike@roomsbuilders.com)

Accepted for:

Accepted by:

May 26, 2020

Emmet O’Neal Library – Mountain Brook, Al. May 15, 2020
(W&A: 20-00377.1) Page 3 of 7

COMPREHENSION

Professional Services

We propose the following fees for our 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 rendered to date. Payments terms are 30 days after receipt of invoice. Client may terminate this agreement with W & A at any time after any particular event (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 the additional work at hourly rates set forth on the Professional Consulting Time sheet of the attached W&A Schedule of Standard Fees, or on any other agreed basis.

Additional Services Fee

Professional Consulting Time:

- $150.00/hr. for Project Principal
- $135.00/hr. for Senior Associate
- $120.00/hr. for Associate
- $70.00/hr. for Clerical

Expenses and Per Diem:

- Reimburseable at cost plus 10%
- $50.00/hr. 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 1-2 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 to fit W&A in other Phases of the Project.

Emmet O’Neal Library – Mountain Brook, Al. May 15, 2020
(W&A: 20-00377.1) Page 3 of 7

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 will have ready access to Client’s data 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 performed with care and skill commensurate with that which is generally recognized as a standard of practice in the roofing industry in this state.

3. Payment: Consultant shall be paid for the services rendered in the amount of $1,000,000.00.

4. Payment: Consultant 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 agrees 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 domain, nor shall it restrict the Consultant from giving notice required by law or complying with an order or when such notice is served 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 any insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencing Services, Consultant shall provide Client a certificate of insurance evidencing compliance with the requirements with 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 umbrellas 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 and expenses, in defence of any claim arising out of this Agreement.

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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, administration or failure of either party to perform any of its obligations hereunder (Dispute). If these representatives are unable to arrive at a resolution, the dispute shall be submitted to the sole, exclusive and final jurisdiction of the Superior Court of the State of Alabama, for the County of Jefferson.

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 covenants, oral or written, purporting to be 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. Assignments: 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 or its representatives during the course of the Services shall remain the property of the City. All such documents shall be returned to Consultant upon the completion of the Services or, in the event of termination of this Agreement, in accordance with any confidentiality or non-disclosure agreements executed by the parties.

12. Construction Costs: Any opinions or estimates of probable construction costs by Consultant are based on the best information and professional judgment of the consultant. Consultant shall not guarantee any proposals, bids, or actual construction costs will not vary from Consultant’s opinions or estimates of probable construction costs.

13. Construction Administration Phase Services: When construction phase services are included in the agreement, Consultant will provide services in connection with the construction of the Project, including, but not limited to, construction administration services, review of plans and specifications, inspection of work in progress, and coordination with the City.

14. Terminals: 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 liable for the purchase of services.

15. Waiver of CONSEQUENTIAL DAMAGES. Except for Claims by City 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 loss business, profit, advantage, lost opportunity, loss of earnings or revenue, loss productivity or loss of savings or earnings) 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 this agreement shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable federal law.

17. Immigration Law Compliance: Consultant represents and warrants that (a) it does not knowingly employ, hire, or engage any non-United States citizen or lawful permanent resident to perform services under this Agreement, and (b) it has established procedures and systems to ensure compliance with the Immigration and Naturalization Service regulations and other applicable laws.

[Signature]

Date: May 26, 2020
Synthetic Turf Project Implementation Agreement

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

The BOE and City may individually be referenced herein as a "Party" or collectively as "Parties."

WHEREAS, pursuant to a 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 near the vicinity of Mountain Brook High School at 1969 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 2-7 at the Athletic Complex ("Project");

WHEREAS, subsequent to performing the design services on the Project, Architect was authorized to perform additional services on or 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 Shee Bridge Company, Inc. ("Shee") 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, accordingly, the Parties desire to enter into this Agreement by which, notwithstanding that the BOE will contract with Shee for it to perform the Work specified in Project Manual, the City assumes and performs the responsibilities of the Owner during the implementation phase of the Project, including, but not limited to, compensating Shee 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 Shee, 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 Shee for the Contract Sum; and

   b. Make progress payments, consider potential Contract Change Orders, help resolve disputes, and take all 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. Shee 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. Shee 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, "Understanding(s)"). The Architect and Shee 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 signatures 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 to be, and shall have the same legal force and effect as an original document.

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]

In: Mayor

Date: [Date]

CITY OF MOUNTAIN BROOK BOARD OF EDUCATION

By: [Signature]

In: Superintendent

Date: [Date]

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

By: [Signature]

In: [Title]

Date: [Date]

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

By: [Signature]

In: [Title]

Date: [Date]

DCM Form C-3 (January 2006 K-12 Schools) April 2020

DCC (BO) Project No. 2020245

CONSTRUCTION CONTRACT

This Construction Contract is entered into this 18th day of May, 2020, by the Owner and Contractor hereinafter described.

1. Name of Project: Mountain Brook High School

2. Contractor: Morris Shee Bridge Company, Inc.

3. Project Location: Mountain Brook, AL

4. Project Description: Synthetic Turf Fields for Youth and Girls Softball Field


6. Contract Sum: $1,900,000.00

7. Contract Time: 100 calendar days

8. Payment: Progress payments will be made to Contractor during the construction period as provided in the Contract Documents and in accordance with the terms and conditions thereof.

9. Notice to Proceed: Notice to Proceed shall be given by the Owner to Contractor upon the completion of the design phase by the Architect, and the availability of the Contract Documents.

10. Termination: This Agreement may be terminated by mutual agreement of the parties.

11. Disputes: All disputes arising under this Agreement shall be resolved in accordance with the terms and conditions of the Contract Documents.

12. Liquidated Damages: Liquidated Damages shall be calculated as 2% of the Contract Sum for each calendar day that the Project is delayed beyond the Contract Time.

Page 1 of 2
MINUTE BOOK 91

PROPOSAL FORM

ABC Form C-3
August 2001

To: YOUTH COMPLEX & GIRLS SOFTBALL FIELD
MOUNTAIN BROOK, ALABAMA

In compliance with your Invitations for Bids and subject to all the conditions thereof, the undersigned,
Morrisey Sheu Bridge Company, Inc.

hereby propose 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 & GIRLS SOFTBALL FIELD
MOUNTAIN BROOK, ALABAMA


ABC PROJECT NO. 20FD005

The Bidder, which is organized and existing under the laws of the State of ALABAMA, having its principal offices in the City of ________________, is:
- a Corporation
- Partnership
- an Individual
- other

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Corporation, list the name, titles, and business addresses of its officers:


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.

GOODWIN, MILLS & CAWOOD, INC.

PROPOSAL FORM

GOODWIN, MILLS & CAWOOD, INC.
OMAC PROJECT NO. LBH/90FD5

1 of 4

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

Bid Item: Field 7 Girls Softball Field & Associated Item:

THREE HUNDRED SEVEN THOUSAND DOLLARS ($ 377,000.00)

Bid Item: Fields 3,4,5,6 & Associated Items, Electrical Items, and all Pedestrian Lighting

AMOUNT Included: $1.00

BASE BID TOTAL:

$377,000.00

$1.00

$377,001.00

ALLOWS:

See Spec Section "Allowances - 01020"

Provide a $25,000 contingency allowance for unforeseen costs, 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" for 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 B to Proposal Form

MAJOR SUBCONTRACTOR
AND SUPPLIER LISTING:

(Due along with Proposal Form on Bid Day, or at Contractor's option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect)

GOODWIN, MILLS & CAWOOD, INC.

PROPOSAL FORM

GOODWIN, MILLS & CAWOOD, INC.
OMAC PROJECT NO. LBH/90FD5

1 of 4

May 26, 2020
ATTACHMENT "A" TO THE PROPOSAL FORM

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

STATED ALLOWANCES 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 determineable prior to bidding. The Contractor shall therefore include in his Lump Sum Base and/or Alternate Bid (as applicable), an allowance for the following items in the quantities indicated: Allowance Unit Prices include all charges for labor, materials and equipment, stationing, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, but not limited to, for accomplishment of the Allowance Items. When quantities of main items of work are defined and are quantified in the bid documents, the allowance quantities indicated herewith shall be in addition to those which are indicated. (Example: If the bid 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, but stipulated allowance quantity of work shall also be included in addition to the quantity computed from the bidders earthwork "takenoff").

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

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.
## ATTACHMENT B

### TO PROPOSAL FORM

**CERTIFICATION:** I hereby certify that all subcontractors, suppliers, and materials used in the construction of the project are in compliance with all applicable laws and regulations.

**M O S - S a m B r u c k C o m p a n y , I n c .**

**DATE:** 5/3/20

### PRINCIPAL SUBCONTRACTORS AND SUPPLIERS LISTING:

A. Submit the following Principal Subcontractor and Supplier information with the Proposal Form on Bid Day, or at Contractor's request, turned in to the Owner within 24-hours after receipt of Bid, with a copy to the Architect:

<table>
<thead>
<tr>
<th>NO.</th>
<th>SPECIFICATION SECTION</th>
<th>PRINCIPAL SUBCONTRACTOR OR SUPPLIER - NAME and LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SECTION 02200 'SELECTIVE DEMOLITION'</td>
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<tr>
<td>2</td>
<td>SECTION 02350 'POUR-IN-PLACE CONCRETE'</td>
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<td>3</td>
<td>SECTION 02500 'EARTHWORK'</td>
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<td>SECTION 02700 'STORM DRAINAGE'</td>
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<td>SECTION 02800 'SYNTHETIC TURF'</td>
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<tr>
<td>6</td>
<td>SECTION 02900 'FIBER OPTIC CONDUITS'</td>
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<tr>
<td>7</td>
<td>SECTION 03000 'LANDSCAPE WORK'</td>
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</tr>
<tr>
<td>8</td>
<td>SECTION 03100 'CONCRETE'</td>
<td>[Name]</td>
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<tr>
<td>9</td>
<td>SECTION 03200 'PORTLAND CEMENT CONCRETE'</td>
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</tr>
<tr>
<td>10</td>
<td>SECTION 07000 'JOINT SEALANTS'</td>
<td>[Name]</td>
</tr>
<tr>
<td>11</td>
<td>SECTION 14000 'ELECTRICAL'</td>
<td>[Name]</td>
</tr>
</tbody>
</table>

**GOODWIN, MILLS & CAWOOD, INC.**

**GMC PROJECT NO. LEED16584**

**ATTACHMENT B TO PROPOSAL FORM**

1 of 3

## ATTACHMENT C

### TO PROPOSAL FORM - ACCOUNTING OF SALES TAX

**SUBMITTED BY:** General Contractor's Firm Name:

**M O S - S a m B r u c k C o m p a n y , I n c .**

**DATE:** 5/3/20

### ACCOUNTING OF SALES TAX:

A. Pursuant to Act 2013-306, Section 140, the Contractor accounts for the sales tax NOT included in the bid Proposal Form as shown below:

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

2. Refer to Section 9151 - "Regulatory Requirements & Tax Exemptions", for additional information and requirements.

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

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED SALES TAX AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>None Ris.</td>
<td>$ 75,403.00</td>
</tr>
</tbody>
</table>

**GOODWIN, MILLS & CAWOOD, INC.**

**GMC PROJECT NO. LEED16584**

**ATTACHMENT C TO PROPOSAL FORM**

1 of 1

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May 26, 2020
D. RESPONSIBILITIES OF SASSA

SASA agrees to allow E-Verify to compare data provided by the Employer through the E-Verify Foreign Agent against SASSA's database. SASA agrees that the data will not be used or shared with others.

SASA agrees to safeguard the information provided through the E-Verify Foreign Agent portal from unauthorized access or use. SASA agrees to use such information for the purpose of verifying the identity and employment authorization of workers.

SASA agrees that the data will be used for the purpose of verifying the identity and employment authorization of workers. SASA agrees to safeguard the information provided through the E-Verify Foreign Agent portal from unauthorized access or use.

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C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or change, all or any part of its rights or obligations under this MOU without the prior written consent of the E-Verify Employer Agent. Any attempted assignment, sale, or transfer of 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 thereon, including but not limited to any dispute between the Web Services E-Verify Employer Agent and the Employer and any other person or entity regarding the applicability of Section 4052(b) of FMLA 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 individual whose signatures appear below represent that they are authorized to execute 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 by the Employer in its application for E-Verify, in the subscription, its employee, or its representatives for (1) purposes of determining the identity of any individual from the IRS, Social Security Administration, or any other government authority, (2) to verify the identity of its employees or (3) in connection with its responsibilities under this MOU, may be subject to criminal penalties under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement between the parties and supersedes all prior negotiations or agreements, oral or written, between the parties. In the event of any conflict between this MOU and the E-Verify Employer Agreement or the E-Verify User Agreement, the terms of this MOU shall prevail.

Approved by:

[Signature]

[Name]

E-Verify Employer Agent

Employment Screening Officer

John Smith

Signature

Date

May 26, 2020

Department of Homeland Security - Verification Division

Table:

<table>
<thead>
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<th>Information Required for the E-Verify Program</th>
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<tr>
<td>Company Facility Address: 608 South 36th Street</td>
</tr>
<tr>
<td>Company Alternate Address:</td>
</tr>
<tr>
<td>County or Parish: Jefferson</td>
</tr>
<tr>
<td>Employer Identification Number: 630570330</td>
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<tr>
<td>North American Industry Classification System Code: Heavy And Civil Engineering Construction (237)</td>
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<tr>
<td>Parent Company:</td>
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<tr>
<td>Number of Employees: 130 up to 199</td>
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<tr>
<td>Number of Sites Verified for: 0</td>
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</tbody>
</table>

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each state.
**COOLPLAY MATERIAL SPECIFICATION**

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<td>under</td>
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</tbody>
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---

**LABORATORY TESTING TEMPERATURE EVALUATION**

**Project Information**

- **Project Name**: Coolplay Temperature Evaluation
- **Client Information**: FieldTurf
- **Date**: September 27, 2017
- **Job No.**: 92767/0314
- **Prepared & Checked by**: Jeffrey Gentle, Laboratory Director

**Summary**

The following testing was performed to determine the relative effect until 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 and turf adhesive 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**

**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 12279: Surfaces for sports areas - Procedure for the preparation of synthetic turf and tennis places.

Each system was constructed using the same combinations shown in the system 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 50 seconds:

1. 3D thermo-couples mounted in series to provide a point average of the surface temperature.
2. 3D thermo-couples placed inside of the infill 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.

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**INFORMATION, ADVICE AND SUPPORT FROM SPORTS SURFACE MARKETS**

**Sports Labs USA**

**Sports Labs USA**

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J:\Minutes & Agendas\Council\2020\20200526 Minutes.doc

**May 26, 2020**
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 license plate information. The information 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 to all 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 regions of search-related facts are available to investigators for specific information on the vehicle itself, not just a tag number.

By purchasing the Flock ALPR system through Alameda Power, the cameras can be mounted on existing power poles. It is a discreet design designed specifically for neighborhoods, avoiding traditional systems of security cameras. The power source would be a 16-24V Direct Current (DC) power source with a 500W battery pack. The camera system can also be powered on via a solar panel for added flexibility. It is used to monitor highly attended events or for increased crime in specific areas. The cameras are maintained by Flock and the city owns the data owned by the police department.

The technology and capabilities of the Flock ALPR system gives police a clear advantage to solving crimes and reducing crime rate. The information supplied by the cameras system allows investigators to have immediate possible 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 suspects, but also clear future crime by successful investigations and the more presence/knowledge of the camera system in the city.
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 activities in the community.

1. All Public Areas. All property, access, 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:
   a. 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 21st, 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.
   b. 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 within the same family unit. Any use of face masks is strongly encouraged.
   b. Organized athletic team activities shall be only 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 as set forth in the plan 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 each 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 shall 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:
   - Mountain Brook Jr. High
   - Mountain Brook Elementary
   - Crestline Elementary
   - Brookwood Forest Elementary
   - Cherokee Bend Elementary
   - Rathbone (MHS Sports Park Foundation use only)
   - Mountain Brook High School
     - Baseball Fields
     - Cross Country
     - Tennis Courts
     - Track
   - Mountain Brook Jr. High
     - Soccer Fields
     - Tennis Courts
     - Track

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 School of Education. At 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 building and exit through the entrance on the Hoyt Lane side (Oak Street Garden) of the building.
   a. Administrative Services. City administrative services shall continue by way of telephone, fax, email or the City's website. www.mountainbrook.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 to gain access to the building. All other City services are by appointment only. Depending on the department 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 work 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 3.
Golden Age Wine
Temporary Seating Proposal

Location: 2828 Culver Rd
Current Exterior

Proposed outdoor seating plan
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

On Wed, May 20, 2020 at 10:27 AM Sam Gaston <gastons@mountainbrook.org> wrote:

Got it.

Brandon, send me a formal request outlining your thoughts and proposal. We can place this on the May 26th 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) 802-3003 Phone
(205) 870-3577 Fax

From: Dana Hazen [mailto:dahazen@mountainbrook.org]
Sent: Wednesday, May 20, 2020 10:12 AM