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 elected officials met in-person at City Hall and allowed the public to listen, observe and participate by way of video conference.

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet conference on the 8th day of June, 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. Curfew (Motion No. 2020-086 (discontinuance of the curfew effective June 8, 2020, at 8 p.m.) was added to the formal meeting agenda.)

   2. After hours and emergency inspections—Glen Merchant (Ordinance No. 2070 was added to the formal meeting agenda.)

   3. Request by the Board of Landscape Design for funding of the Crestline Streetscape project between Dexter Avenue and Hoyt Lane on Church Street—Sim Johnson (Appendix 1). The City Council shall discuss this matter further in its 2021 budget planning work session scheduled for June 10, 2020 at 8 a.m.

   4. Request by the Board of Landscape Design for a contract with Nimrod Long and Associates to develop a streetscape master plan for the medians in Mountain Brook Village—Sim Johnson (Appendix 2). The elected officials expressed their desire to make the closure of Canterbury Road at its intersection with Cahaba Road (Village Circle) in Mountain Brook Village permanent and will consider this action formally on June 22, 2020. Regarding the suggested contract to develop a streetscape master plan, the City Council shall discuss this matter further in its 2021 budget planning work session scheduled for June 10, 2020 at 8 a.m.

   5. Cherokee Bend Elementary field improvements update—John Bricken and Dale Brasher with Goodwyn, Mills & Cawood. The bid documents will include the modular restroom building as an alternate line item giving the City the flexibility of installing immediately or at a later date. The consultants will continue to pursue press for the project completion before school resumes.

   6. City facilities reopening plan (The matter was tabled.)

   7. Street light on Sedley Drive between North Woodridge Road and Eaton Road—Lloyd Shelton and Sam Gaston (Appendix 3). The matter will be presented for formal consideration on June 22, 2020.
8. BBVA conditional use application, 229 Country Club Park—Dana Hazen (Resolution No. 2020-085 was added to the formal meeting agenda.)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss security plans, procedures, assessments and measures and/or security or safety of persons, structures, facilities the public disclosures of which could reasonably be expected to be detrimental to public safety or welfare. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by member Black. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned (and the video conference ended) at approximately 6:45 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 June 8, 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 22 2020
Sam, I have included 2 cost estimates for the proposed Crestline streetscape proposal. This estimate is for one block (which means 3 blocks) and 3 block crosswalks. I have included a plan of the project. Please contact me if you have any questions. Thank you, Elizabeth Paynor.
Re: BLD matters for June 8th Pre-meeting

1 message

Joel Elison <jelison@ninmondeng.com>
To: Sam Gaston <sgaston@minbrook.org>, Dave Giddens <dgiddens@ninmondeng.com>
Cc: Steve Boone <sboone@minbrook.org>

Fri, Jun 5, 2020 at 11:08 AM

See attached.

From: Sam Gaston <sgaston@minbrook.org>
Sent: Friday, June 5, 2020 7:43 AM
To: Joel Elison <jelison@ninmondeng.com>, Dave Giddens <dgiddens@ninmondeng.com>
Cc: Steve Boone <sboone@minbrook.org>
Subject: FW: BLD matters for June 8th Pre-meeting

Can you get us a proposed thm morning for this work in MB Village?

Sam S. Gaston
City Manager
City of Mountain Brook, AL
50 Church Street
P.O. Box 13006
Mountain Brook AL 35213
(205) 860-2633 Phone
(205) 870-3577 Fax

From: Simeon Johnson [mailto:almeongjohnson@msn.com]
Sent: Thursday, June 4, 2020 9:27 PM
To: Steve Boone
Cc: Sam Gaston; Virginia Carnuthers Smith; Dana Hueser; Tyler Slater; Elizabeth Payne; Terriey Amason; George Israel; Ashley Spotwood; Rob Walker; Brandon Flawrice; Lydia Purcell; Jo Holmen; Brooks Sanders; Mary Esvin; McKee; David Lyles; Don Cafare; Michael Gil; Alice Weinack
Subject: BLD matters for June 8th Pre-meeting

Steve,

I would appreciate if you would please add two matters for discussion at Monday June 8th’s city council Pre-meeting. Sam asked me to provide BLD budget requests for FY-2021 before June 9th and BLD has two projects that we would like to update the city council about and request their direction as well as consideration for the FY-2021 budget. The first matter is the Crexline Streetscape, which was initially developed by the BLD and is now moving forward through the Crexline Streetscape ad hoc committee consisting of members from VDL, PC, and BLD. I have attached landscape design plans prepared with Joel Elison and Dave Giddens of Ninmond Long & Associates of proposed Crexline Streetscape improvements from Origine to Vogue Cleaners at the proposed initial installments and I have also attached watercolors created by landscape architect Brian Odeneaux visualizing implementations of the improvements. I look forward to discussing with the city council and others further Monday evening the status of this project and next steps.

https://mol.google.com/mocs/oa?/74-16872741314682415123251087973/72/900843152250150561753574... 1/2

https://mol.google.com/mocs/oa?/74-16872741314682415123251087973/72/900843152250150561753574... 2/2

Steve

June 8, 2020
Sam Gaston

Simoen Johnson <simoenjohnson@mns.com> on behalf of Simoen Johnson
Sent: Monday, May 24, 2020 10:13 AM
To: Sam Gaston
Cc: Elizabeth Prayor; Brandon Powley; Taylor PURSELL; Tammy Arenon; Ria Homan; Brooks Sanders; Mary Evelyn Methile; mg@cole-arch.com; Councilwoman Virginia Smith; Jane Forbes; Michael Olm; Dan Cahen; Dana Hauser; Dave Gildere; Joel Ellasses; Curiel; Nathan; Alicia Beley
Subject: MBV streetscape design proposal for June 8th Pre-meeting agenda

Sam,

I would like to please add to the city council’s June 8th Pre-meeting agenda discussion of hiring Joel Ellasses and Dave Gildere of Nimrod Long & Associates (NLA) to work with the MB Board of Landscape Design (BLD) to design a streetscape master plan for the median in Mountain Brook Village at the intersection of Cahaba Road and Montevallo Road as well as Canterbury Road from the intersection to Culver Road. With right of Way being acquired for the two new roundabouts nearby that project seems all but certain to be implemented. The City of Mountain Brook temporarily closed Canterbury Road to the intersection of Cahaba Road and Montevallo Road to prove the closure would alleviate traffic and make the roundabouts feasible for the city through traffic counts. Since the roundabouts are funded and to be constructed, the permanent closure of Canterbury Road directly to Cahaba Road seems certain as well though I do not know that the city council has voted on that permanency yet.

BLD through the MBV streetscape design with NLA want to look at how to encourage more foot traffic in Mountain Brook Village to support our local merchants and encourage community interaction. With the median in particular we want to investigate the feasibility of creating more seating for the public to enjoy and to support the surrounding businesses by creating more seating for customers to access in the wake of COVID-19. Public safety is a big concern with designing seating on the medians, including sight lines for turning vehicles and concerns for children and pets darting out into traffic. Crosswalks will likely have to be striped and ADA compliance a consideration as well. Furthermore, Bromberg’s owns much if not all of the median in front of their store and needs to be included in discussions to create a unified vision for all of the medians, including allowing room for their Christmas tree.

Please let me know what information BLD may provide city officials prior to the June 8th Pre-meeting to inform the discussion. I have asked Dave Gildere to provide me the plans NLA previously designed 10 or so years ago for Canterbury Road and MBV that did not account for the Canterbury Road closure and combining of the median in front of Glyfech and Realty South. I would appreciate if you would please check the traffic study that was performed about the Canterbury Road closure and please let me know whether that traffic study, or any other traffic study, considered the effect of directing vehicle traffic only left past Realty South or only right past Glyfech. I have also copied Nathan Curiel and Alicia Beley if there would be any input involvement on the proposed MBV streetscape design.

Please advise and thank you and the city council for your consideration.

Sim W.R. Johnson
Chair, Mountain Brook Board of Landscape Design
Instagram @simoenjohnson

Mr. Sam Johnson
Board of Landscape Design
City of Mountain Brook
Page 2

We look forward to the opportunity of working with you and the members of the Board of Landscape Design on this project. If you have any questions or concerns about the ideas presented in this proposal, please feel free to call.

Sincerely,
Joel Ellasses, ASLA
Pendulum
Sedley Drive Street Light

Resident across the street from this proposed light requests the following:

1. Shield on front of light
2. Lowest output feasible with the maximum output no greater than the light at the corner of Sedley and Springhill
3. Mount light on the shortest arm possible
4. Proposed fixture to produce a "white" light similar to the lights now on Sedley
5. Open globe light not an LED light
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 8, 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 elected officials met in-person at City Hall and allowed the public to listen, observe and participate by way of video conference.]

The City Council of the City of Mountain Brook, Alabama met in public session in Room A-108 of City Hall at 7:00 p.m. on the 8th day of June, 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. RECOGNITION OF A GUEST

President Smith recognized Boy Scout Jay Merchant of Troop 76 in attendance by way of electronic video conference.

2. CONSENT AGENDA

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

Approval of the minutes of the May 26 2020, regular meeting of the City Council
Approval of the minutes of the June 1, 2020, special meeting of the City Council
Approval of the minutes of the June 1, 2020, special meeting of the City Council

2020-084 Authorize the execution of an agreement between the City and Morris-Shea Bridge Co., Inc. for the relocation of two (2) light poles at Field 3 of the Athletic Complex Exhibit 1, Appendix 1

2020-085 Approve the conditional service use application submitted by BBVA Bank for 229 Country Club Park Exhibit 2, Appendix 2

2020-086 Approve the discontinuance of the curfew (Resolution No. 2020-082 and 2020-083) effective June 8, 2020, at 8 p.m. Exhibit 3

Thereupon, the foregoing minutes, resolutions and motion were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, resolutions
and motion were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, resolutions and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, resolutions (Nos. 2020-084 and 2020-0185) and motion (Nos. 2020-086) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2069) ESTABLISHING THE CITY OF MOUNTAIN BROOK LAW ENFORCEMENT RETIREMENT BENEFIT POLICY (EXHIBIT 4, APPENDIX 3)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Black made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2069) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2070) AMENDING SEC. 14-1 OF THE CITY CODE WITH RESPECT TO EMERGENCY/AFTER-HOURS INSPECTION FEES IN THE CITY (EXHIBIT 5, APPENDIX 4)
The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Black made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2070) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENTS

The next regular meeting of the City Council will be June 22, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

6. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:10 p.m.

7. 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 June 8, 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 June 22, 2020
EXHIBIT 1

RESOLUTION NO. 2020-084

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Contractor Agreement between City and Morris-Shea Bridge Company, in the form as attached hereto as Exhibit A, with respect to the relocation of two light poles in the outfield of Field 3 at the Athletic Complex.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by BBVA Bank for 229 Country Club Park.

APPENDIX 2

EXHIBIT 3

MOTION NO. 2020-086

END THE CURFEW EFFECTIVE JUNE 8, 2020 AT 8:00 P.M.

Council member Lloyd Shelton made a motion that the City Council approve the discontinuance of the curfew imposed upon the adoption of Resolution No. 2020-082 and modified upon the adoption of Resolution No. 2020-083 effective June 8, 2020, at 8 p.m. The motion was seconded by Council President Pro Tempore Pritchard. There being no further discussion, Council President Smith call for a vote which was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said motion (No. 2020-086) was adopted by a vote of 5—0.
EXHIBIT 4

ORDINANCE NO. 2069

AN ORDINANCE ESTABLISHING THE CITY OF MOUNTAIN BROOK
LAW ENFORCEMENT RETIREMENT BENEFIT POLICY

WHEREAS the City Council of the City of Mountain Brook (City Council) desires to adopt a policy allowing for the award to a retiring law enforcement officer employed by the City of Mountain Brook (City) of their badge and service weapon as retirement benefits under the conditions stated below.

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

1. As retirement benefits, the Police Chief for the City of Mountain Brook, Alabama (City) is hereby authorized to award to a law enforcement officer who retires from employment with the City in good standing and has accrued at least 10 years of service their badge and service weapon last assigned to them.

2. Nothing in this Ordinance shall be construed to modify or limit the right of a law enforcement officer retiring from the City to receive other retirement benefits earned or due them upon that retirement.

3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 3

EXHIBIT 5

ORDINANCE NO. 2070

AN ORDINANCE AMENDING SEC. 14-1 OF THE CITY CODE WITH RESPECT TO EMERGENCY/AFTER-HOURS INSPECTION FEES IN THE CITY

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

Section 1. Section 14-1 of the City Code, “Fees”, is hereby amended by appending the following provision:

<table>
<thead>
<tr>
<th>Section of Code</th>
<th>Description</th>
<th>Fee (in dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>109-370</td>
<td>Emergency/after-hours inspection fee (for every 2-hours or portion thereof, minimum of $150.00)</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Section 2. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective when published as required by law.

June 8, 2020
CONTRACTOR AGREEMENT

Morrisey & Bowlings Company ("Contractor") enters this Contractor Agreement ("Agreement") with the City of Raleigh, Raleigh, NC, a municipal corporation ("City"). This Agreement is effective as of the date last signed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties.

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

Name of Project: Resubmittal (2) Field light poles on Ford I
Sites of Project: Morrisville High School Athletic Complex
3650 North Drive
Morrisville, NC 27560

2. Scope of Work. See Exhibit A (which includes the City Score of Work and Site Plan) and the "Site Plan" (a) which is attached and incorporated herein.

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

4. Terms/Amendment. The terms of this Agreement shall commence on the Effective Date and thereafter continue in effect for one (1) month (the "Term"). The period in which Contractor will complete the Project is set forth in Exhibit A.

Notwithstanding the provisions immediately above or any other language herein, City may terminate this Agreement before the expiration of the Term at the time designated in a written notice to Contractor if the following have occurred: (a) Contractor has deducted the required obligations to the City as required (in a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the City may, in its discretion, determine whether and to what extent Contractor has met the terms of this agreement. The failure of Contractor to timely perform the Work shall be considered an event of Default. The provisions in this respect as other provisions in the Agreement required to be provided to the Contractor are also required to be provided to the City under law or as equity.

Contractor's obligations shall survive the termination or expiration of the Term for these periods: Section 6(D) (Permanence of warranties and materials for one year following Project acceptance) and Section 6(E) for the period of one year, and Section 7(D) (Indemnification) for a period of two (2) years.

(a) Contractor shall be responsible to acquire and property dispose of any goods related to its completion of the Project, and it will leave each location where the Work is performed in reasonably clean conditions.

(b) The Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project and shall remain in force as long as the City contracts for the Project.

(c) All actions required to be taken is or on behalf of the Contractor to enter or remain on the Project site shall be in accordance with City's commercial and agricultural practices, which are based on the City's knowledge, and the person signing the agreement has been authorized to enter or remain on the Project site.

7. Insurance.Liability/Indemnification

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its own expense, shall maintain the following insurance with a company (or companies) satisfactory to the City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/property, products/completed operations, personal and advertising. Independent contractors, and internal crop property damage.

(ii) Automobile Liability: Automobile Liability covering owned and non-owned vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage.

(iii) Workers' Compensation/Employee's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of $50,000 per injury and $100,000 per occurrence.

The Contractor may satisfy this insurance obligation through a combination of primary, umbrella, and excess policies, but shall maintain the insurance required herein. Contractor shall provide City with the evidence of compliance with the requirements in this section. These conditions shall serve as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The Contractor's obligations shall survive the termination or expiration of the Term for these periods: Section 6(D) (Permanence of warranties and materials for one year following Project acceptance) and Section 6(E) for the period of one year, and Section 7(D) (Indemnification) for a period of two (2) years.

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

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

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

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

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

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

g. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly hire, employ, or continue to employ in Alabama, an "unauthorized alien," as defined by the Immigrant Reform and Control Act of 1986 or any successor laws, and (ii) it will employ the City Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the City Verify program. The performance of this Agreement, the Contractor shall participate in the City Verify program as required under the terms of the Act and shall verify that every employee is in Alabama that is required to be verified according to the applicable Federal rules and regulations; (ii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it employs on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act and with respect to their participation in the City Verify program. Contractor further represents and warrants that it shall not hire or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate the federal immigration law or knowingly hire, employ for employment, or contract to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of any of this provision, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

h. Amendment: Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

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

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

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and Site Plans.

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

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

3. Project Representative.

<table>
<thead>
<tr>
<th>City Project Representative:</th>
<th>Contractor Project Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shanda Williams</td>
<td>Dick Shea</td>
</tr>
<tr>
<td>3696 Redstone Drive</td>
<td>609 South 20th Street</td>
</tr>
<tr>
<td>Birmingham, AL 35223</td>
<td>Birmingham, AL 35210</td>
</tr>
<tr>
<td>Email: <a href="mailto:williams@citybrook.org">williams@citybrook.org</a></td>
<td>Email: <a href="mailto:dshae@mcnotes.com">dshae@mcnotes.com</a></td>
</tr>
<tr>
<td>Day Tel: 205-402-3879</td>
<td>Day Tel: 205-556-9114</td>
</tr>
</tbody>
</table>

4. Special Conditions

Scope of work

The following scope is for relocating two field light poles and respective lights at the Athletic Complex located on the campus of Mountain Brook High School. The light poles are located in the outfield of Field 2 and will be moved back to increase the size of the field to 160 feet. See site plan below.

The following work will begin in June 2020 with the goal of finishing before this field is to be converted to artificial turf during the summer of 2020.

Morris-Shea will provide all equipment and supplies necessary to complete the relocation.

Morris-Shea will be responsible for all aspects of the relocation including, but not limited to, locating existing utilities, all electrical requirements to disconnect and reconnect the lights atop the poles, positioning the lights for optimal output on the field and, making sure all lights are fully operational upon completion.

Morris-Shea will be responsible for removing all required City permits (City shall waive permit fees) and all work will be inspected pursuant to current municipal building codes.

Morris-Shea will be responsible for making sure this relocation will coincide with the construction plans for converting the field to turf.

Morris-Shea will be responsible for any damages that may occur to the lights, poles, or surrounding property during the course of this project.
Honorabke Robert S. Milner

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(10) years or more of honorable service, it can
award, as a part of the retirement benefits of
the retiring officers, the badge and pistol used
by the retiring officers, without any cost to
such officers?

Constitution of Alabama 1901, Section 94, as amended,
prohibits gifts to individuals and thus, would prohibit the
gift of the pistol and badge to a retiring officer. How-
ever, your opinion request specifically states that the
pistol and badge will be received as a part of retirement
benefits. Stated differently, the monetary value of the
pistol and badge would be a stated part of the compensation
due the officer. It is the opinion, therefore, of this
office that the City of Wetumpka may, by ordinance, provide
that when its police officers retire after ten (10) or more
years of honorable service, it can award, as a part of the
retirement benefits of the retiring officers, the badge and
pistol used by the retiring officers.

I do hope that this response fully answers your
inquiry. If, however, we may be of further assistance,
please do not hesitate to contact us.

Sincerely yours,

CHARLES A. GRADDICK
Attorney General

CAROL JEAN SMITH
Assistant Attorney General
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: ________________________________________