MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 22, 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 by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 5:45 p.m. on the 22nd 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 Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Overton Road traffic study discussion on options—Richard Caudle and Mike Kaczorowski (Appendix 1). The matter will not be pursued further at this time.

2. Mountain Brook Safer at Home Plan (The elected officials expressed their individual opinions that City Hall should remained closed to the public (except by appointment) and that employees continue working from home when possible and that essential services continue to be conducted by mail, email, telephone, facsimile and other remote means until further notice.)

3. Conditional Use at 2037 Cahaba Road for Chester International, LLC—Dana Hazen (Appendix 2). There was some discussion about whether to notify the landlord and tenant that the conditional use will expire in January 2021 or, considering the business disruptions caused by the pandemic and the possible lack of demand for the space, granting a 12-month extension of the conditional use. The matter was tabled for discussion purposes until the July 13, 2020, meeting of the City Council.

4. South Brookwood Road drainage project update—Mark Simpson with Schoel Engineering. (Bids will be opened at 10 a.m. on June 29, 2020. It is expected that the City Council shall call a special meeting to award the bid to expedite the project with the goal of completing it prior to the start of school tentatively scheduled for August 11, 2020.)

5. Appoint Brooks Sanders to the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-089 was added to the formal meeting agenda.)

6. Appoint David Lyles as a supernumerary member of the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-090 was added to the formal meeting agenda.)
7. Appoint Mary Evelyn McKee as a supernumerary member of the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-091 was added to the formal meeting agenda.)

8. Request by the owner of Brick and Tin Restaurant to add outdoor seating on Culver Road—Dana Hazen and Mauricio Papapietro. (Resolution No. 2020-096 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 Council President Pro Tempore Smith. There being no further discussion, the vote was called with the following results:

Ayes: Virginie 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 by Internet video conference. 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 22, 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.

[Signature]

City Clerk Approved by
City Council July 13 2020
Proposed Scope of Work Extension
Overton Road APPLE
Cities of Mountain Brook and Vestavia Hills

Based on meetings with the City of Mountain Brook and the City of Vestavia Hills, the following is the proposed scope of work extension for the Overton Road APPLE project:

1. Issue the current draft report as a final report.

2. Perform a Phase 2 study in the fall of 2021

3. The Phase 2 study would address the impacts following upcoming changes in the corridor:
   a. widening of Crosshaven Drive, scheduled to be completed by the summer of 2021
   b. opening of the proposed Chick-fil-A on Crosshaven Drive (also projected for the summer for 2021)
   c. additional developments which may be announced in the near future at Liberty Park; and
   d. potential changes to US-280.

The last two items (c and d) will not be in place by the summer of 2021, but should be better defined by that time.

Some of the work tasks which would be addressed once these changes are in place include not only changes in traffic volumes, but also operational items such as the need to modify signal timings.

4. The Phase 2 study would also include the further study of cut-through traffic in the Cahaba Heights neighborhood.

5. A Phase 2 study final report would be issued at the end of the work. Briefings for the City of Mountain Brook and City of Vestavia Hills would also be conducted.
MOTION NO. 2021-069

Council President Smith makes a motion to approve an "office" conditional use permit for a Local Business district (2021 Calhoun Road formerly Joe Maggio) for the period ending on the earlier of the expiration of term of the Council’s (Chester’s International, LLC) lease agreement or January 31, 2021.

Thereupon, the motion was then considered by the City Council. Council member Black seconded the motion to adjust the following motion. Then, upon the question being put and the roll called, the vote was as follows:

Ayes: Virginia C. Smith, Council President
Lloyd E. Bradley
Allen B. Warrick
Nays: William S. Pitchard III, Council President Pro Tempore
Phyllis E. Black

Council President Smith thereupon declared that said motion was adopted by a vote of 4-0.

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct synopsis of a motion approved by the City Council of the City of Mountain Brook at its regular meeting held on May 25, 2021, as same appears in the minutes of record of said meeting.

[Signature]
City Clerk

May 22, 2021
Mountain Brook City Council
City Hall Council Chamber (Room A408)
50 Church Street
Mountain Brook, Al. 35213

Dear Council Members:

Thank you for discussing the Culinary Innovation Center this evening. I regret I am unable to attend this evening as I am currently traveling for business. We have enjoyed having our corporate headquarters in English Village, and the opportunity to continue growing. We began testing 2021 Calhoun Road in February in good faith as an extension to our offices at 2020 Calhoun Suites C and D.

Please see the following overview of our business and our plans for 2021 Calhoun Road.

About Our Company
- We operate three retail branded: Chusters, Piper's Gin & Spice, and FirstBrack.
- We have been in business over 10 years and have a coast-to-coast footprint in convenience stores, brew centers, and supermarkets in 47 states, Puerto Rico, and throughout the Caribbean. Our model is the store-in-store concept, we do not have standalone restaurants.
- Annualy ranked by Entrepreneur magazine as a top franchise.

Intended use of the Culinary Innovation Center
- Show room for potential franchisees and store developers.
- Data of the art meeting space utilizing video conferencing to connect our team members around the country.
- An eating gathering spot for our team that will feature farm tables and tasteful décor that mirrors 2020 Calhoun.
- Approximately twice the size of the current 2021 Calhoun Road.

Positive Impact
- This space will generate sales tax revenue.
- Increase in the number of business partners visiting Mountain Brook rather than traveling to our facilities in Montgomery.
- Visitors frequently stay at The Grand Hotel and visit local restaurants and shops.
- Due to the proximity of the space, no additional parking requirements.
- Tarps stability for 2021 Calhoun Road.

Lastly, we would like to comment on the request to open for retail sales at certain times in the month. We did try this in a previously facility in the Colonnade, and it resulted in a great deal of customer confusion as to where chicken was available and when it was not.

We hope this information addresses your questions regarding our plans for 2021 Calhoun. Please let me know if you have any additional information you need prior to our moving forward with our plans.

[Signature]
Dave Naefigl
CEO
Chester’s International, LLC

MINUTE BOOK 91
# Family of Brands

<table>
<thead>
<tr>
<th>Brand</th>
<th>Description</th>
<th>Key Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chester's</td>
<td>The Leading C-Store Fried Chicken Franchise</td>
<td>- Multi-Unit C-Store Operators</td>
</tr>
<tr>
<td>Zephyr's</td>
<td>&quot;More than a&quot; supplier of dry mix blends</td>
<td>- Single-Store Operators Value Franchise Programs</td>
</tr>
<tr>
<td>BirdShack</td>
<td>&quot;No Rules&quot; C-Store Concept</td>
<td>- Multi-Unit Supermarket &amp; C-Store Operators with proprietary fried chicken programs</td>
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</tbody>
</table>

## COMPANY OVERVIEW

- Chester's

## In the News

- Entrepreneur 400
- Top 50 Franchises
- Franchise 100
- RI 500

## History of Chester's

- 1952: Starting as a small enterprise
- 1965: Expansion to nationwide
- 1974: Introduction of new products
- 2002: Celebrating 50 years
- 2013: Expansion into international markets
- 2016: Launch of new innovation

June 22, 2020
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 22, 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 by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7 p.m. on the 22nd 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 Carl Johnson, 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 June 8, 2020, regular meeting of the City Council

2020-087 Authorize the application for CARES Act COVID-19 Disaster Relief financial assistance through the Jefferson County Commission

2020-088 Amend the City’s IRC Section 125 Cafeteria Plan (Flexible Spending Account, Dependent Care and Unreimbursed Medical) effective October 1, 2020, and authorize the execution of an administration agreement between the City and BeneTech Administrators, Inc.

2020-089 Appoint Brooks Sanders to the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023

2020-090 Appoint David Lyles as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023

2020-091 Appoint Mary Evelyn McKee as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook,
to serve without compensation, with the term of office to end
June 22, 2023

2020-092 Accept the professional services proposal of Schoel Engineering
with respect to Mountain Brook Junior High flooding study
problem

2020-093 Authorize the execution of a contractor agreement for the
installation of a guardrail on Mountain Brook Parkway

2020-095 Award the bid to Meadows Contracting, Inc. for mall security
improvements at City Hall and authorize the execution of a
construction contract for same

2020-096 Approve the temporary outdoor seating using four (4) public
parking spaces pursuant to the submitted seating subject to
specified conditions

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

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-087 through
2020-093, 2020-095 and 2020-096) were adopted by a vote of 5—0 that and as evidence thereof she signed the
same.

2. CONSIDERATION OF A RESOLUTION (NO. 2020-094) AUTHORIZING THE
INSTALLATION OF A 35W LED STREET LIGHT WITH A 2 FOOT EXTENSION ON
SEDLEY DRIVE (EXHIBIT 10, APPENDIX 10)

The resolution was introduced in writing by Council President Smith who then invited comments.

Charla Mobley of 3345 Eaton Road expressed her support for the street light.

Tracy Thrasher of 3400 North Woodridge Road expressed her support for the street light.

George Mac Phillippi of 3344 Easton Road stated that neither he nor his wife wanted the street light or
see the need for it.

There being no comments or questions, President Smith called for a motion. Council President Pro
Tempore Pritchard made a motion for adoption of the resolution. The motion was seconded by Council
member Shelton. 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. The Council President Smith declared that the said resolution (No. 2020-094) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENTS

The next regular meeting of the City Council will be July 13, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

4. ADJOURNEMENT

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

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on June 22, 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 July 13, 2020

EXHIBIT 1

RESOLUTION NO. 2020-087

AUTHORIZATION TO APPLY FOR CARES ACT COVID-19
DISASTER ASSISTANCE ADMINISTERED
BY THE JEFFERSON COUNTY COMMISSION

WHEREAS the City Council, in response to the COVID-19 pandemic, has incurred [unbudgeted] expenses for the sole purposes of protecting the health, safety and welfare of the residents, employees, visitors and patrons of the City; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Clerk to apply for CARES Act COVID-19 Disaster Assistance through the Jefferson County Commission; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby acknowledges and certifies the following:

1. The expenditures submitted for reimbursement have been used to cover costs necessary to prevent, prepare for, and respond to the COVID-19 public health emergency
2. The expenditures incurred were not accounted for the City’s budget as of March 27, 2020
3. All expenditures submitted for reimbursement shall have been incurred between March 1, 2020 and December 31, 2020
4. The Disaster Assistance reimbursement request does not include any expenditures reimbursed by any other third-party by way of grants or donations, is not intended to replace any other funding and not to recoup or prevent revenue shortages

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-088

AMENDED AND RESTATED CITY OF MOUNTAIN BROOK FLEXIBLE BENEFIT PLAN AND RELATED SERVICE AGREEMENT

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby amends and restates the City of Mountain Brook Flexible Benefit Plan, in the form as attached hereto as Exhibit A, effective October 1, 2020; and

BE IT FURTHER 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 following with respect to the amended and restated City of Mountain Brook Flexible Benefit Plan:

1. City of Mountain Brook Flexible Benefit Plan—Exhibit A
2. Service Agreement between the City and BeneTech Administrators, Inc. (Flexible Spending Account administration only)—Exhibit B

APPENDIX 3

EXHIBIT 3

RESOLUTION NO. 2020-089

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Brooks Sanders is hereby appointed as a member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2020-090

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that David Lyles is hereby appointed as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2020-091

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Mary Evelyn McKee hereby appointed as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023.
APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2020-092

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Schoel Engineering Company, Inc., in the form as attached hereto as Exhibit A, with respect to the Mountain Brook Junior High drainage problem study.

APPENDIX 6

EXHIBIT 7

RESOLUTION NO. 2020-093

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 Alabama Guardrail, Inc., in the form as attached hereto as Exhibit A, with respect to the Mountain Brook Parkway guardrail replacement.

APPENDIX 7

EXHIBIT 8

RESOLUTION NO. 2020-095

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby awards the bid (B-20200522-635), in the amount of $107,751.00 (including 10% owner’s contingency), to Meadows Contracting, Inc., for City Hall service mall renovations.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that either the Mayor or City Manager are hereby authorized and directed to execute, for and on behalf of the City Council, a construction contract, in the form as attached hereto as Exhibit A, with respect to the City Hall service mall renovation project.

APPENDIX 8

EXHIBIT 9

RESOLUTION NO. 2020-096

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the temporary outdoor seating in four (4) public parking spaces pursuant to the seating plan attached hereto as Exhibit A subject to the following conditions:

1. Temporary seating in public parking spaces shall not commence prior to 3 p.m. daily

2. The execution by the property owner and business operator of a hold harmless agreement in such form satisfactory to the City
3. Visual inspection and administrative approval by the City’s Planning Department, Police and Fire officials of the area designated for temporary seating, barricades and reflective tape facing street

4. The temporary seating approval shall run for the duration specified in Ordinance No. 2067, “Temporary Modification of Sidewalk Restaurant Dining Regulations” adopted May 11, 2020

5. Umbrellas, if any, shall generally be of solid color (restaurant name printed on umbrellas will be permissible) and secured to minimize risk of blowing over

APPENDIX 9

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EXHIBIT 10

RESOLUTION NO. 2020-094

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

1. That Alabama Power Company is requested to install one (1) 35 watt LED area, 4000K, gray – 3,500 to 4,000 lumens street light on an existing pole with a 2’ extension on Sedley Drive between the properties at 3401 North Woodridge Road and 3400 Eaton Road as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).

2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.

3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 10

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JEFFERSON COUNTY ALABAMA

CORONAVIRUS RELIEF FUND MUNICIPALITY REIMBURSEMENT REQUEST

Request Date: June 30, 2020

Municipality Name: City of Mountain Brook

Address: P. O. Box 13009, Mountain Brook, AL 35213-0009

Item Description | Total Expenses
--- | ---
1. Personal Protective Equipment (PPE) | $500.00
2. Cleaning and Sanitation | $400.00
3. Medical supplies, COVID-19 testing | $1,000.00
4. Telephone Expenses | $20.00
5. Workplace Safety Precautions: PPE | $500.00
6. Testing | $200.00
7. Fuel

N/A. Other: (Use Regular Form)

Total Reimbursement Amount* | $1,200.00

*This Reimbursement Amount should match the total of the attached documentation.

I certify that the above expenditures meet the following conditions:

1. The expenditures have been or will be used to cover those costs that are necessary to prevent, prepare for, and respond to the coronavirus public health emergency with respect to COVID-19.
2. They were not accounted for in the budget most recently approved as of March 20, 2020, for the entity.
3. They were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. They will not be used to replace or supplant any other funding not to fill or prevent revenue shortfalls.

Signed:

City Clerk

boones@mtnbrook.org 205/802-3625

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JEFFERSON COUNTY
CORONAVIRUS RELIEF FUND
APPLICATION FOR ASSISTANCE

Preliminary Information

Name of Applicant Organization: City of Mountain Brook
Mailing Address: P. O. Box 13009, Mountain Brook, AL 35213-0009
Federal I.D. #: 20-270-000
Name and Title of Point of Contact: Mayor’s Office
Phone #: 205-802-3605
Email Address: Mayor@mountainbrook.org
Amount Requested: $3,254.90

Project Name: Mountain Brook

Starting Date: September 1, 2020
End Date: September 30, 2020

Funds Needed: $3,254.90

Project Information

Describe the Project. Attach documents as necessary.

Please provide a detailed budget for the Project (including quantities and costs).

Project Budget:

Please identify any intended sub-recipient or sub-grantee of funds and provide the amount of funds and a description of services/products to be provided by any sub-recipient or sub-grantee:

Please provide a detailed timeline for completion of the Project:

Project Timeline:

Explain how the Project will positively impact Jefferson County and its citizens by responding to the COVID-19 public health crisis:

Project Impact:

Explain how the Project's success will be determined:

Project Success:

What benchmarks will be used to measure the Project's progress towards success?

Is the Point of Contact also the Project Owner (i.e., has responsibility for overseeing the Program, monitoring progress towards achieving benchmarks, etc.)?

Yes | No

*If yes, who (name and title) is the Project Owner?

*If no, City Clerk

Legal and Regulatory Compliance

Has the Project Owner read the CARES Act guidance issued by the U.S. Department of the Treasury?

Yes | No

Has the Project Owner read the Guidance for Counties and Municipalities issued by the Alabama Attorney General on April 3, 2020?

Yes | No

Applicant Organization Paperwork

Please provide a copy of the Applicant Organization's organizational documents (charter and bylaws or equivalent) as authorizing entity

Applicant Organization:

Please provide a W-9 for the Applicant Organization

Please provide a Comprehensive Annual Financial Report (if applicable), Guidance-verified Form 990 and 501(c)(3) determination letter (if applicable), or current audit for the Applicant Organization.

Please provide a copy of the document authorizing the Applicant Organization's submission of this Application (e.g., City Council Resolution approving the submission of the Application for a municipality Applicant Organization governed by a City Council).

If applicable, list names and titles of the Applicant Organization's Officers, Directors, Commissioners, Council Members, or other equivalent officials.

Attached
Alabama law-No public funds shall be paid or loaned to private individuals or businesses for the purposes of assisting with hardships caused by the Coronavirus pandemic. All Project expenditures are intended to address the health, safety and welfare of the general public and City employees.

Any CARES ACT reimbursements of previously incurred costs will be used by the City for future expenses that may not be eligible for federal financial assistance.

How Project relates to the COVID-19 public health emergency
All costs incurred are directly related to the COVID-19 pandemic and the City’s ability to mitigate the spread of the virus.

How has the COVID-19 public health emergency made the expenditure of funds on the Project necessary?
The necessity for employee testing, the procurement of personal protective equipment and supplies are all required to respond to the pandemic in a manner consistent with Jefferson County Health Department orders.

Articles of Incorporation (attached)
W-9 (attached)
Audited financial statements as of and for the year ended September 30, 2019 (attached)

Council resolution authorizing the Application for Assistance (attached)

Elected and other City officials
Stewart Welch, Mayor
Virginia Smith, Council President
William B. (Billy) Prather III, Council President Pro Tempore
Philip E. Beck, Council member
Lloyd C. Stetson, Council member
Allen B. Womack, Council member
Sam S. Grantham, City Manager
Steven Stone, City Clerk

JEFFERSON COUNTY COMMISSION

Tony Petelos
Chief Executive Officer

June 11, 2020
Mr. Jack Fields
Executive Director,
Jefferson County Mayors Association
1123 Main Street
Gardendale, AL 35071

Dear Mr. Fields:

Unlike the rest of the state, Jefferson County was a direct recipient of a Coronavirus Relief Fund (CRF) Allocation under the CARES Act. The Jefferson County Commission has made a commitment to make a portion of this allocation available to municipalities to reimburse them for some of their eligible costs according to U.S. Treasury guidance for administration of this fund.

The Jefferson County Finance department has established a separate fund to hold the federal funds, and expenditures from this fund will be authorized in an overview of a sufficient application and execution of a subgrant agreement with the requesting entity.

Eligible Uses
Under federal law, eligible uses must meet three conditions. They must be:
1. Necessary expenditures incurred due to the public health emergency with respect to COVID-19.
2. Not Budgeted as of March 27, 2020 when the CARES Act was enacted.
3. Incurred on or after March 1, 2020, up to December 30, 2020.

The purpose of the Coronavirus Relief Fund appropriation is for the funds to be used to prevent, prepare for, and respond to coronavirus only. No other purpose is authorized. Funds may not be utilized to replace or supplant any other funding nor to fill revenue shortfall gaps.

Note that these eligible uses are on currently described in federal law and relevant guidance from the US Treasury and Alabama Attorney General. If these uses are modified by future federal actions, the Finance Department will revisit the process and procedures described in this guidance.
We ask that you document expenditures clearly with respect to the date and type of expense incurred so that together we can best manage resources in the interests of the residents of Alabama. In general, we will be asking that you document expenses with the same specificity as the FEMA reimbursements. The County Manager’s Office or the Jefferson County Finance Department will follow up with further guidance as necessary.

Thank you for your cooperation as we work together to protect the interests of all residents. Please distribute this to your member mayors and contact my office at 205-731-2880 if you need any additional assistance.

Sincerely,

Tony Poole
Chief Executive Officer

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### Guidance for Counties and Municipalities

**From:** Steve Marshall  
Attorney General  

**CC:** John Porter, Opinions Division

**Subject:** Amendment 772

During the COVID-19 pandemic, this Office has received numerous inquiries from counties and municipalities regarding whether a program could be developed using Amendment 772 (Section 94.91 of the Alabama Constitution) as a vehicle for giving economic development grants and loans to small businesses. While the desire to keep these businesses afloat during the crisis is understandable, unless the grants and loans contemplated under these proposed programs serve a public purpose rather than merely confer a private benefit, they violate Section 94 of the Alabama Constitution.

**Section 94:** Section 94 prohibits the Legislature from authorizing any county, city, town, or other subdivision of this state to lend its credit, or to grant public money or thing of value, to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the county or the municipality.  

**Amendment 772:**  
This legislation passed Amendment 772 as a codification of Slawson’s as economic and industrial development is concerned. Amendment 772 specifically gives a county or municipality authority “to lend its credit to or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the county or the municipality.”  

**FORMULA FOR DETERMINING THE LIMITS OF MUNICIPALITIES AND COUNTIES**

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<th>Total</th>
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<tbody>
<tr>
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<td>Bessemer</td>
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<td>Hackett</td>
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<td><strong>Total</strong></td>
<td><strong>$25,794,611.00</strong></td>
</tr>
</tbody>
</table>


Formula: based on State of Alabama City appropriation*
public funds under Amendment 772, the county or municipality must comply with the following two requirements:

(1) The action proposed to be taken by the county or municipality is approved at a public meeting of the governing body of the county or municipality, as the case may be, by a resolution containing a determination by the governing body that the expenditure of public funds for the purpose specified will serve a valid and substantial public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(2) At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county or municipality, as the case may be, describing in reasonable detail the action proposed to be taken, a description of the public benefit sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the county or the municipality proposes to lend its credit or grant public funds or thing of value.

ALA. CONST. art. IV, § 94.01(c) (amend. 772) (emphasis added).

Application of Amendment 772

Although Amendment 772 gives counties and municipalities flexibility to grant or loan funds to private entities without violating section 94, the definition of "economic and industrial development" for purposes of Amendment 772 must be read in light of Slosson's requirement that the benefit conferred be a "direct public benefit of a reasonably general character . . . to a significant part of the public." Whether the expenditure is made for a public purpose is a factual question to be determined by the local governmental body making the expenditure by looking to the statutes setting forth that body's authority. Opinion to Honorable Robert B. Presso, Escambia County Attorney, dated August 24, 1995, A.O. No. 95-00399.

Grants, loans, interest payments, and other similar awards to a private business for the sole reason of keeping that business operating would not meet the Slosson test. Whereas such payments would confer a significant public benefit, any benefit to the public-at-large would be remote and indirect. The governing body of the county or municipality must be able to articulate a rationale for the expenditure which benefits the public-at-large in a more direct manner and is supported by the governing body's statutory authority. Furthermore, using entities such as the Chamber of Commerce or private banks as "pass-throughs" to facilitate the expenditures does not change this analysis as long as ultimately public money is being lent or granted in aid of a private entity and no public benefit is served. The following are examples in which this Office has found that an expenditure confers a direct public benefit in compliance with Amendment 772:

- The City of Ravenna may donate funds to the Rotary Club of Ravenna, a nonprofit organization, for the purpose of assisting with "The Theatre Project," which is vital to the city's downtown revitalization plan and would attract new business. Opinion to Honorable John A. Timney, Attorney, City of Ravenna, dated September 9, 2014, A.O. No. 2014-094.

Conclusion

While the Office sympathizes with the desire of municipalities to assist small businesses during the COVID-19 crisis, the current dire circumstances do not provide for a workaroon to the requirements of Section 94 of the Alabama Constitution. As previous Attorney General's Opinions have found, unless the grants and loans contemplated under these proposed assistance programs serve a public purpose rather than merely confer a private benefit, they violate section 94 of the Alabama Constitution.
AGREEMENT made as of June 30, 2020, between City of Mountain Brook, an Employer qualified to do business in the state of Alabama, hereafter referred to as "Employer," and BenTech Administration, Inc. of Birmingham, Alabama hereafter referred to as "BenTech." 

WHEREAS, the Employer desires to maintain a Section 125 Salary Reduction Plan, hereinafter referred to as the Plan, for the benefit of Employer's employees, and

WHEREAS, Employer desires to engage the services of BenTech to assist in the check processing and account maintenance of the Flexible Spending Accounts only, and to render said services on the terms and conditions provided herein,

NOW THEREFORE, the Employer engages the services of BenTech and in consideration of the mutual promises contained in this agreement, the parties agree as follows:

Terms
1. This agreement shall be for a period of one year, commencing on October 1, 2020, the effective date of the plan, with one year renewals unless a 30 day notice by either party.

2. The parties hereby accept the responsibilities and will provide the services as described below as they pertain to the Plan and in accordance with the terms of the Plan document adopted by Employer, said document being incorporated by reference at the time of its adoption.

A. The responsibilities of BenTech shall be as follows:

1) PLAN IMPLEMENTATION
- All responsibilities of the administrator for maintaining a Section 125 Cafeteria Plan.
- Supply all necessary information for the establishment and operation of the plan.

2) PLAN ENROLLMENT
- All responsibilities of the administrator for enrolling a Section 125 Cafeteria Plan.

3) PLAN ADMINISTRATION
- Making of necessary changes in payroll to accommodate the Cafeteria Plan.
- Processing of information on FSA participant terminations from additions to the plan.
- Distribution of all plan communications to FSA participants.
- Funding bank account to cover reimbursement checks and Benetta Card Swipes.

Fee
1. For services to be rendered under this agreement, BenTech shall be entitled to the monthly fees attached.

BENETECH ADMINISTRATORS, INC.
SECTION 125 - FEE SCHEDULE

Plan Administration - (Includes Medical & Dependent Flexible Spending Accounts)

DESIGN & IMPLEMENTATION
- Plan Change & Setup
  $150.00 / 1st Yr Only

DOCUMENTATION
- Cafeteria Plan Document - Master Plan Document
  $100.00 / 1st Yr Only

- Incorporating and Dependent Flexible Spending Accounts

- Corporate Resolution and Summary Plan Description

ENROLLMENT SERVICE
- Group Meetings with detailed explanation, examples and handouts
  $10.00 Per Meeting

- $200.00 Max Per Day

- Annual Employee Update (FSA)
- 1st year $100
- 2nd year $100

FSA ADMINISTRATION
- Flexible Spending Account per participant monthly charge. (includes all services for check processing)
- Includes FSA Debit Card
- Includes manual check processing for non debit card participants
- Includes direct deposit payments to participants bank account
- Includes reimbursement checks without fee
- Includes participant account website access
- Plan administration and eligibility (by request)

FLEXIBLE SPENDING ACCOUNT ADMINISTRATION ONLY

Participants

<table>
<thead>
<tr>
<th>Participants</th>
<th>Monthly Fee Per Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 15</td>
<td>$4.75</td>
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<tr>
<td>16 - 49</td>
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<tr>
<td>50 - 100</td>
<td>$4.25</td>
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<td>101 - 250</td>
<td>$4.00</td>
</tr>
<tr>
<td>251 - 500</td>
<td>$3.85</td>
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</tbody>
</table>

* Minimum Fee - $75.00

* Above is per FSA fee schedule. Determined fee amount is applicable to all FSA participants

* Only one FSA fee per participant who has both Medical and Dependent Care Plans

City of Mountain Brook

For City of Mountain Brook

For BenTech Administration, Inc.

J:\Minutes & Agendas\Council\2020\20200622 Minutes.doc

June 22, 2020
Brooks Sanders is a current community volunteer and a floral arranger for Wildflower Designs. As an active community servant, she has assisted with numerous projects to improve and beautify the city. From 2003 to 2008, she oversaw multiple Mountain Brook Elementary PTO landscape projects, with the largest being the "2005 Landscape Project." Through this role, she fundraised for and supervised the installation of trees, bushes, extra playground equipment, and water fountains, as well as stone and metal benches. Brooks has been a Master Gardener since 2013 and a member of Old Mill Garden Club since 2002. She attended Hollins College and graduated from the University of Alabama with degrees in American Studies, English, and Art.

Brooks grew up in Mountain Brook and graduated from Mountain Brook High School in 1985. Both her and her husband B's children graduated from MBHS, as well. Their son, Bill, graduated from the University of Alabama and is employed by Amec Wheeler Foster in Cleveland, TN, and their daughter, Brantley, is a Senior at Washington & Lee University. Brooks and B reside on Heathermoor Road.
Mary Evelyn McKee  
2600 Abingdon Road  
Mountain Brook, AL 35243  
205-531-8080  
maryevelyn@maryevelyn.com

Business address:  
3 Office Park  
Suite 100  
Mountain Brook, AL 35223

INTERIOR DESIGN Place, family, and experience have subtly informed Mary Evelyn's approach to interior design. Whether updating the interior of a single room, an entire house, or a commercial space, she takes cues from her clients' individual style and combines them with her own aesthetic. "I really get excited about giving a client what they want," she says. The result is design that's fresh and sophisticated, yet accessible and comfortable, and always reflects the client's personal taste.

HISTORIC RESTORATION Possessing an eye for period detail and an appreciation for the past, Mary Evelyn consults on restoring homes to the historic accuracy of their glory days. She and her team are well versed in the conventions and traditions of a wide variety of period styles.

NEW CONSTRUCTION Collaborating with architects, landscape architects, and owners from the blueprint stage through installation, Mary Evelyn takes a comprehensive approach to design, addressing all aspects of a client's personal taste and lifestyle needs.

Agreement for Consulting Services

Mountains Brook Junior High Drainage Problem Study

This AGREEMENT, executed by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and South Engineering Company, Inc., hereinafter referred to as the Consultant, is for the Consulting services to be performed by the Consultant, as herein defined, in accordance with the terms and conditions of this Agreement.

PROJECT OVERVIEW

A preliminary study was conducted at Mountain Brook Junior High School area over the year 2006. School performs an evaluation in 2007 for the purpose of identifying solutions, to Fig. 4-1 for reviewing drainage concerns in the area. Although some grading is occurring in the area surrounding the school, it is not believed that the modifications to the drainage system will cause potentially serious drainage issues. The Client has requested that South Engineering Company, Inc. perform a study to address the drainage concerns at the school. This study will be performed in a manner consistent with the Client’s regulations and standards applicable to drainage systems, and in accordance with the terms and conditions of this Agreement.

PRESENTATION OF SERVICES

1. Drainage Study and recommendations of improvements to the drainage system:
   - The Consultant will perform a drainage study of the major drainage ways that run through Mountain Brook Junior High School area. The study will identify any deficiencies in the drainage system and recommend solutions to address the concerns.
   - The Consultant will propose solutions to improve the drainage system, including the addition of swales, curbs, and gutters where necessary.
   - The Consultant will propose construction plans and specifications for the improvements.
   - The Consultant will prepare construction documents for the improvements.

2. Reporting:
   - The Consultant will provide a report to the Client detailing the findings of the drainage study and the proposed solutions.
   - The Consultant will provide a construction document package, including plans and specifications.

3. Field Work:
   - The Consultant will perform field work to collect data necessary for the drainage study.
   - The Consultant will perform field work to verify the accuracy of the drainage study.

4. Supervision:
   - The Consultant will supervise the construction of the drainage improvements.
   - The Consultant will provide oversight during the construction phase.

5. Administration:
   - The Consultant will provide administration services to manage the project.
   - The Consultant will ensure compliance with all regulations and standards.

6. Quality Control:
   - The Consultant will perform quality control inspections to ensure the drainage improvements meet the required standards.
   - The Consultant will ensure the drainage improvements are completed to specification.

7. Final reports:
   - The Consultant will prepare a final report summarizing the findings of the drainage study and the completed drainage improvements.
   - The Consultant will prepare a final report summarizing the construction documents and construction oversight.

8. Equipment:
   - The Consultant will provide equipment necessary for the drainage study and construction oversight.
   - The Consultant will maintain the equipment.

9. Staff:
   - The Consultant will provide staff necessary for the drainage study and construction oversight.
   - The Consultant will maintain the staff.

10. Project Management:
    - The Consultant will provide project management services to manage the project.
    - The Consultant will ensure the project is completed on time and within budget.

11. Other Services:
    - The Consultant will provide any other services necessary to complete the project.
    - The Consultant will provide any other services necessary to address the drainage concerns.

SCHEDULE OF UNIT WORK – EFFECTIVE TRENCHER USAGE

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<thead>
<tr>
<th>Operation</th>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Trencher Use</td>
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<tr>
<td>Model</td>
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<tr>
<td>Labor Cost</td>
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<td></td>
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<tr>
<td>Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above fees include all expenses for the Consultant to perform in accordance with the provisions of this Agreement.

GENERAL TERMS AND CONDITIONS

1. Scope of Work:
   - The Consultant shall perform the services described in the Scope of Work.
   - The Consultant shall perform the services in accordance with the standards and specifications.
   - The Consultant shall perform the services in a safe and professional manner.

2. Payment:
   - The Client shall pay the Consultant for the services performed in accordance with the schedule.
   - The Consultant shall submit invoices for the services performed.

3. Dispute Resolution:
   - Any dispute arising out of the performance of this Agreement shall be resolved through negotiation or mediation.
   - If negotiation or mediation fails, the dispute shall be resolved through arbitration.

4. Term:
   - This Agreement shall remain in effect until the completion of the services.
   - This Agreement shall remain in effect until the completion of the services or until terminated by either party.

5. Termination:
   - This Agreement may be terminated by either party upon ten (10) days written notice if the other party is in default.
   - This Agreement may be terminated by either party upon ten (10) days written notice if the other party fails to perform the services in accordance with this Agreement.

6. Confidentiality:
   - The Consultant shall maintain the confidentiality of all information provided to it by the Client.
   - The Consultant shall not disclose any information learned in the performance of this Agreement.

7. Insurance:
   - The Consultant shall maintain insurance coverage as required by law.
   - The Consultant shall maintain insurance coverage as required by law.

8. Indemnification:
   - The Consultant shall indemnify the Client for any damages or losses arising out of the performance of this Agreement.
   - The Consultant shall indemnify the Client for any damages or losses arising out of the performance of this Agreement.

9. Assignment:
   - The Consultant shall not assign this Agreement without the prior written consent of the Client.
   - The Consultant shall not assign this Agreement without the prior written consent of the Client.

10. Governing Law:
     - This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.
     - This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

APPENDIX 6

MINUTE BOOK 2020-092
CONTRACTOR AGREEMENT

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

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will fabricate all the labor, materials, supplies, supervision, and equipment needed to perform the work, services, and operations (collectively, the "Work") at Mountain Brook Parkway (the "Site") in accordance with the terms, conditions, and specifications in this Agreement and on Exhibit A (the "Project").

2. Terms/Termination. Unless otherwise agreed, the term of this Agreement shall commence on the Effective Date and thereafter continue in effect for two (2) months (the "Term"). The period in which Contractor will complete the Project is set forth on 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 any of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered as event of Default. This remedy is in addition to any other provided to the Agreement or available to City under law or in equity.

3. Contract Price/Invoice/Calendar. Unless otherwise stated in the Special Conditions on Exhibit A, in a writing signed by the Parties, City will pay Contractor the lump sum amount of Thirty Five Thousand Dallars ($35,000.00) as compensation for performing the Work (the "Contract Price"). Further, unless agreed to in a writing or in accordance with this Agreement, any payment that is duly authorized and approved by Contractor, but not paid by the Contractor for the Work shall not exceed the Contract Price.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Report. The Project Report shall include labor, materials, and equipment used for the Project (as adjusted by any mutually agreed change order signed by both parties). With such invoice Contractor shall submit records evidencing payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for the payment within twenty (20) days after it receives that certification.

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

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

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

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits, and governmental authorizations needed to complete the Project, including but not limited to, a business license and building permit issued by the City (collectively, "Permits"); Contractor further agrees to indemnify and hold harmless the City for any, including, but not limited to, any liens or claims resulting from the negligence of or the workmanlike performance of the Contractor or its employees.

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

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

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

(g) that all notices required to be given by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly given, and the person signing below on behalf of Contractor is duly authorized and is authorized to execute this Agreement.

5. Insurance/Safety/Liability/Warranty.

(a) Insurance. For the duration of this Agreement and for a period not less than thirty (30) days after the date below, Contractor, at its sole expense, shall maintain the following insurance policies with a company[ies] lawfully authorized to do business in Alabama and reasonably acceptable to City:

1. Comprehensive General Liability Insurance: 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 personal injuries, property damage and any related operations, assumed contractual obligations, independent contractors, and bodily form property damage;

2. Automobile Liability: Automobile Liability covering owned and rented vehicles operated in the performance of the Project (as adjusted by any mutually agreed change order signed by both parties). With such invoice Contractor shall submit records evidencing payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for the payment within twenty (20) days after it receives that certification.

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

7. Project Representatives. Each Party shall appoint and designate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any representative hereunder shall be sufficiently named when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via regular mail with cause certification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.


a. This Agreement (which is comprised of this instrument and Exhibit A) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, partial negotiations, understandings, agreements, conditions, and terms discussed between them prior to execution and signing of this Agreement are deemed to have merged herein.

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

c. Any agreement or delay in 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 to or benefit in any right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture, or principal-agent relationship between the Parties. Further, City retains all control or authority with respect to its means and methods in which Contractor (or any of its employees or subcontractors) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (1) it does not knowingly employ, hires for employment, or continue to employ, in
MINUTE BOOK 91

Alabama, an "unauthorized alien," as defined by the Immigration and Nationality Act, 8 U.S.C. § 1101(a)(27) (1986), as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from each subcontractor providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain, or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act, and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

1. Agreement. 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.

2. Delays/Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the 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 to perform will be extended only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

EXHIBIT A – SPECIFICATIONS

1. Scope of Work. (Describe Project Below)

   Install 475 feet of wooden guardrail along Mountain Brook Parkway starting west of Overbrook Road and continuing 475 feet to the west, (the "Scope"). If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. Contractor will commence performing the Work within no more than two (10) days after the City gives written or oral notice to proceed, and successfully complete the Project within (90) days following its receipt of that notice.

3. Project Representatives.

   Contractor Project Representative:
   Keith Dilley
   PO Box 126
   Cleveland, Alabama 35048
   Email: keith@atlawyervc.com
   Day Tel #: 205-653-3809

   City Project Representative:
   David Davis
   2570 East Street
   Mountain Brook, AL 35243
   Email: davidd@alabamawill.com
   Day Tel #: 205-602-3589

4. Special Conditions. Contractor shall be responsible for all traffic control.

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

ALABAMA GUARDRAIL, INC.

By: ________

In: President

Date: ________

CITY OF MOUNTAIN BROOK, ALABAMA

By: ________________________________

In: Mayor

Date: ________

June 22, 2020
CONSTRUCTION CONTRACT
This CONSTRUCTION CONTRACT is entered into this 23rd day of June, 2020
between the

OWNERS:

Emily Namco: CITY OF MOUNTAIN BROOK, ALABAMA
Address: 54 Church Street
Mountain Brook, AL 35213
Email & Phone #: City Manager: Sam Gann - gannm@mountainbrook.org
205-940-3807

and the CONTRACTOR,

Company Name: Meadows Contracting, Inc.
Address: 12011 Old Mobile Hwy
Birmingham, AL 35233
Email & Phone #: bill@meadowscontracting.com; 205-348-2289

for the WORK of the Project identified as PROJECT:

Interior Renovation of the Service Mall at City Hall, 54 Church Street,
Mountain Brook, Alabama 35213

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

1. This CONSTRUCTION CONTRACT
2. THE GENERAL CONDITIONS OF THE CONTRACT (City of MB Copy from June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND

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

NA, as per Project.

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

OWNER

By:

Signed:

Date:

CONTRACTOR

By:

Signed:

Date:

The CONTRACT SUM is One Hundred Seven Thousand and Seven Hundred Fifty-One Dollars
($107,751.01). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor’s Total
Amount for the Work based on estimated quantities of material and, if applicable, the following Bid Alternate
Notes:

NA, as on this Project.

The CONTRACT TIME is 300 calendar days. The Work shall commence on a date to be specified in a
Notice to Proceed issued by the Owner, and Contractor shall substantially complete the Work
within the Contract Time.

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

Owner Representative:

Name: Steve Boone
Title: City Financial Director
Email & Phone #: boone@mountainbrook.org

Contractor Representative:

Name: Bill Meadows
Title: President
Email & Phone #: bill@meadowscontracting.com; 205-348-2289

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STATE OF ALABAMA
JEFFERSON COUNTY

INDEMNIFICATION and HOLD HARMLESS AGREEMENT
Operation of Street Parking Café in Mountain Brook, Alabama

THIS AGREEMENT is entered into between Mauricio Magni ("Restaurant Owner") and Helen Drane/McTigue Enterprises ("Property Owner"), hereinafter collectively "Owners," and the City of Mountain Brook, Alabama, an Alabama municipal corporation, hereinafter "City", to provide for indemnification by Owners to the City with respect to the operation and use of street parking for an outdoor café in the City.

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to operate and use street parking for an outdoor café in the City, Owners, their heirs, agents, successors, and assigns (herein collectively "Owners") covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, successors, and assigns, (herein collectively "City") from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys’ fees, and liabilities (collectively "Claims") arising from the operation or use of a street parking café. The existence of, or inadequacy of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.

2. This indemnification agreement shall become effective on the date of the issuance of revocable permit for the associated street parking café and expires after the date of expiration or termination of that revocable permit.

DONE and ENTERED into on this the 18th day of June, 2020.

Restaurant Owner

Property Owner

McTigue Enterprises, Inc.
**MINUTE BOOK 91**

**STATE AND CONDITIONS (ALABAMA POWDER)**

1. **Lease Agreement**: The Lease Agreement ("Agreement") states the terms and conditions under which Alabama Power Company ("APC") will lease certain equipment to the Customer. The Agreement is subject to revised terms and conditions that may be contained in any lease agreement between the two parties.

2. **Equipment Description**: The Equipment listed in the Agreement includes various items such as light fixtures, meters, and other elements necessary for the operation of the system.

3. **Lease Terms**: The lease term is for 30 months, with an initial payment due at the start of the lease.

4. **Equipment Specifications**: The Equipment is described in detail, including make, model, and specifications.

5. **Maintenance and Repairs**: The Customer is responsible for maintaining and repairing the Equipment, except for repairs necessitated by defects in materials or workmanship.

6. **Renewal Options**: The Agreement contains renewal options for the Equipment, which can be exercised by mutual agreement between the parties.

7. **Termination of Agreement**: The Agreement may be terminated by either party upon written notice, provided that the notice is given at least 30 days prior to the termination date.

8. **Lease Amplification**: The lease terms and conditions are subject to further amplification as may be required by the circumstances of the lease.

9. **Exhibits**: The Agreement includes several exhibits that provide additional information about the Equipment and the lease terms.

**APPENDIX 10**

**MINUTE BOOK 91**

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