

**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 Papapeitro. (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: 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 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.



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.



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
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Fax: 205/879-6913
hazen@mtb Brook.org
www.mtb Brook.org

MINUTE BOOK 91

MOTION NO. 2017-069

Council President Smith made a motion to approve an "office" conditional office use in a Local Business district (2020 Cahaba Road-formerly Joe Muggs) for the period ending on the earlier of the expiration of tenant's (Chester's International, LLC) lease agreement or January 31, 2021.

Thereupon, the motion was then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Lloyd C. Shelton
Alice B. Womack

Nays: William S. Pritchard III, Council President Pro Tempore
Philip E. Black

Council President Smith thereupon declared that said motion is adopted by a vote of 48K. 3-2.

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 22, 2017, as same appears in the minutes of record of said meeting.

Signature of Steven Boone
City Clerk

APPENDIX 2

Conditional Use Application for 2020 Cahaba Road (formerly Joe Muggs) (Chesters Culinary Innovation Center)

2017-069



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205/879-6913
hazen@mtb Brook.org
www.mtb Brook.org



DATE: May 18, 2017

TO: Mayor, City Council & City Manager FROM: Dana Hazen, City Planner

RE: Chester's International Test Kitchen
2003 Cahaba Road (previous IZ Caf / IZ Neighborhood Grocery)

Chesters International, whose headquarters is located across the street at 2020 Cahaba Road, initially approached the city seeking to install a test kitchen in the previous IZ Caf /Neighborhood Grocery. The test kitchen was to be used to develop and test recipes to be used for production in off-site locations, as well as for training of Chesters employees. While no such specific use is described as a permitted use in any zoning district in Mountain Brook, it is most similar to a research and development or instructional facility, neither of which are permitted uses in the Local Business District, not by-right nor as a conditional use. An amendment to the Local Business District to allow such uses as a conditional use could be initiated by the council if so desired.

Under a hypothetical scenario, where this use might have been installed in the corporate office across the street (as an ancillary use to the primary business office use allowed in Local Business), then the conditional use for that site might easily have been amended to include the test kitchen/training aspect. However, since the proposed building is on another parcel the code does not permit a test kitchen as an across-the-street extension of the primary use in the 2020 Cahaba Road location.

Should the applicant request that the subject space be primarily used for a legitimate business office (with a test kitchen as an ancillary use) then the council could consider the request under the conditional use provisions (which relate primarily to parking impacts), and if approved under those provisions, the council may want to impose specific conditions of the operational characteristics.

The code definition of a business office is as follows:

"Office, business. Office uses that provide employment and space for the administrative affairs of businesses, but that do not generally involve frequent or intensive interactions by clients or general consumers on a daily basis, and where the delivery of the product or service does not necessarily need to occur on the premises."

It has also been suggested to the applicant that adding a retail component to the operation (the sale of food) could be considered to conform with the Local Business permitted uses and may be considered as a conditional use by the council for any proposed food service between 11am-1pm. Sale of food during other hours does not require any special approval from the council.

May 22, 2017

Mountain Brook City Council
City Hall Council Chamber (Room A108)
56 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 leasing 2037 Cahaba Road in February in good faith as an extension to our offices at 2020 and 2021 Cahaba Suites C and D.

Please see the following overview of our business and our plans for 2037 Cahaba Road

About our Company

- We operate under three retail brands: Chester's, Wynn's Grain & Spice, and BirdShack
We have been in business over 50 years and have a coast-to-coast footprint in convenience stores, travel 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.
Annually ranked by Entrepreneur Magazine as a top franchise.

Intended use of the Culinary Innovation Center

- Show room for potential franchisees and area developers.
State-of-the-art meeting space utilizing video conferencing to connect our team members around the country.
An inviting gathering spot for our team that will feature farm tables and tasteful d cor that mirrors 2020 Cahaba.
Approximately once or twice monthly, used for menu ideation and testing

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 Bohemian and visit local restaurants and shops.
Due to the proximity of the space, no additional parking requirements.
Tenant stability for 2037 Cahaba.

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 when chicken was available and when it was not.

We hope this information addresses your questions regarding our plans for 2037 Cahaba. Please let me know if any additional information is needed prior to our moving forward with our plans.

Best Regards,
Ted W. Giles
CEO
Chester's International, LLC

Family of Brands

 <p>The Leading C-Store Fried Chicken Franchise</p>	<p>Key Targets:</p> <ul style="list-style-type: none"> Multi-Unit C-Store Operators Single-Store Operators Value Franchise Programs
 <p>"More than a" supplier of dry mix blends</p>	<p>Key Targets:</p> <ul style="list-style-type: none"> Multi-Unit Supermarket & C-Store Operators with proprietary fried chicken programs
 <p>"No Rules" C-Store Concept</p>	<p>Key Targets:</p> <ul style="list-style-type: none"> Single Store C-Store Operators



COMPANY OVERVIEW



In the News



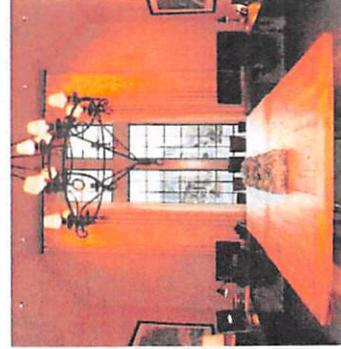
History of Chester's



CHESTER'S INTERNATIONAL, LLC
BIRMINGHAM FACILITY



CHESTER'S INTERNATIONAL, LLC
BIRMINGHAM FACILITY



**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 | Exhibit 1,
Appendix 1 |
| 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. | Exhibit 2,
Appendix 2 |
| 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 | Exhibit 3,
Appendix 3 |
| 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 | Exhibit 4,
Appendix 4 |
| 2020-091 | Appoint Mary Evelyn McKee as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook, | Exhibit 5,
Appendix 5 |

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	Exhibit 6, Appendix 6
2020-093	Authorize the execution of a contractor agreement for the installation of a guardrail on Mountain Brook Parkway	Exhibit 7, Appendix 7
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	Exhibit 8, Appendix 8
2020-096	Approve the temporary outdoor seating using four (4) public parking spaces pursuant to the submitted seating subject to specified conditions	Exhibit 9, Appendix 9

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 ESTENSION 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

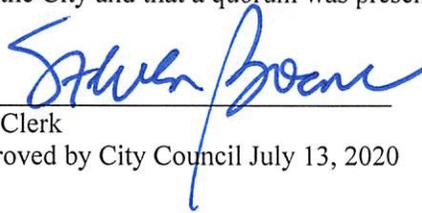
The next regular meeting of the City Council will be July 13, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

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

APPENIDX 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

APPENIDX 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.

APPENIDX 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.

APPENIDX 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.

APPENIDX 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.

APPENIDX 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.

APPENIDX 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.

APPENIDX 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

APPENIDX 9

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.

APPENIDX 10

JEFFERSON COUNTY ALABAMA

CORONAVIRUS RELIEF FUND MUNICIPALITY REIMBURSEMENT REQUEST

Request Date:	June 23, 2020	Please email completed form to:
Municipality Name:	City of Mountain Brook	covid@jccal.org
Address:	P. O. Box 130009 Mountain Brook, AL 35213-0009	

Item Description	Total Expenses
1 Personal Protective Equipment (PPE)	
2 Cleaning and Sanitation	
3 Medical employee COVID-19 testing	\$5,100.00
4 Telework Expenses	299.80
5 Workplace Safety Preparations supplies	6,667.99
6 Training	149.00
7 Payroll	
N/A Other (Use Regular Form)	
Total Reimbursement Amount*	\$12,299.79

*Total Reimbursement Amount should match the total of the attached documentation

I certify that the above expenditures meet the following conditions:

- 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.
- Were not accounted for in the budget most recently approved as of March 27, 2020, for the entity.
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
- Will not be used to replace or supplant any other funding not to fill or prevent revenue shortages.


Signature Date

City Clerk
Title

boones@mtnbrook.org
Email

205/802-3825
Phone Number

Reimbursement Item Descriptions

- PERSONAL PROTECTIVE EQUIPMENT (PPE):**
Hand Sanitizer, Face Masks, Gloves, Protective Clothing, Face Shields
- CLEANING AND SANITATION:**
Cleaning products, disinfectants, sanitation services
- MEDICAL:**
Thermometers, Swabs, Testing Kits, Lab Tests
- TELEWORK EXPENSES:**
Laptops, Phones, Software, Computer Equipment/Supplies, VPN, WIFI
- WORKPLACE SAFETY PREPARATIONS:**
Plexiglass Dividers, Building or Workstation Modifications
- TRAINING:**
Specialized Instruction related to COVID-19
- PAYROLL:**
This may include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- OTHER:**
Any COVID-19 payments not included in the Item Descriptions above. Please explain your purchase.

APPENDIX 1

JEFFERSON COUNTY
CORONAVIRUS RELIEF FUND
APPLICATION FOR ASSISTANCE

Preliminary Information	
Name of Applicant Organization	City of Mountain Brook
Mailing Address	P O Box 130009, Mtn Brook, AL 35213-0009
Federal EIN #	63-6901325
Name and Title of Point of Contact	Steven Boone
Phone # for Point of Contact	205-802-3825
Email Address for Point of Contact	boones@mtnbrook.org
Amount Requested	\$9,224.84 (\$12,299.78/75%)
Project Name	COVID-19 Disaster Relief
Project Beginning Date	Expenses incurred from May 1, 2020
Project End Date	Expenses incurred through May 31, 2020
Date Funds Needed	July 31, 2020
Project Information	
Describe the Project. Attach documents as necessary.	Attached
Please provide a detailed budget for the Project (including quantities and costs).	UPLOAD / EMAIL
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.	None
Please provide a detailed timeline for completion of the Project.	UPLOAD / EMAIL
Explain how the Project will positively impact Jefferson County and its citizens by responding to the COVID-19 public health crisis.	Attached
Explain how the Project's success will be determined.	Attached
What benchmarks will be used to measure the Project's progress towards success?	Attached
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, who (name and title) is the Project Owner?	Steven Boone, 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the Project Owner read the Guidance for Counties and Municipalities issued by the Alabama Attorney General on April 7, 2020?	Yes / No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Explain how the Project satisfies the requirements of the CARES Act (including the guidance from the U.S. Department of the Treasury) and applicable Alabama law (including the Guidance for Counties and Municipalities issued by the Alabama Attorney General on April 7, 2020).	Attached
• Will the Project funds actually be spent between March 1, 2020, and December 30, 2020?	Yes / No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Funds already spent
• Were the costs to be paid by the Project funds accounted for in the Applicant Organization's approved budget that was in place on March 27, 2020?	Yes / No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
• How is the Project related to the COVID-19 public health emergency?	Attached
• How has the COVID-19 public health emergency caused the situation that the Project is intended to address?	Attached
• How has the COVID-19 public health emergency made the expenditure of funds on the Project necessary?	Attached
• What long-lived (i.e., past December 30, 2020) assets will be purchased, rented, or leased with Project funds? Please specify purchases, rentals (with details), and leases (with details).	None for the expenses herein incurred 5/1-5/31/2020
Applicant Organization Paperwork	
Please provide copies of the Applicant Organization's organizational documents (charter and bylaws or equivalent) or authorizing statute.	UPLOAD / EMAIL
Please provide a W-9 for the Applicant Organization.	UPLOAD / EMAIL
Please provide a Comprehensive Annual Financial Report (if applicable), Guidestar-verified Form 990 and 501(c) determination letter (if applicable), or current audit for the Applicant Organization.	UPLOAD / EMAIL
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).	Attached
List names and titles of the Applicant Organization's Officers, Directors, Commissioners, Council Members, or other equivalent officials.	Attached



CITY OF MOUNTAIN BROOK
 P. O. Box 130009
 Mountain Brook, Alabama 35213-0009
 Telephone: 205.802.2400
 www.mtnbrook.org

Certification	
By submitting this Application, the Applicant Organization and the Point of Contact hereby certify, represent, warrant, and agree that this Application (including all of the information in it and the documents supplied in connection with it) is true, complete, and correct in all respects and agree to provide such additional information and documents as may be requested.	Yes / No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Jefferson County
 Coronavirus Relief Fund
 Application for Assistance**
 City of Mountain Brook, Alabama
 Expenses Incurred from May 1 through May 31, 2020

Project description
 In response to the COVID-19 pandemic, the City of Mountain Brook has incurred various [unbudgeted] costs for the purpose of protecting the health, safety and welfare of its employees, residents, and others visiting or working within the City. These costs include, but are not limited to, third-party clinical testing of employees, personal protective equipment, disinfectant and other cleaning supplies.

Detailed budget
 The City has not adopted or approved a budget for the COVID-19 related costs. Products and services are being acquired as determined necessary for the health, safety and welfare of the general public and City workers.

Sub-recipients or sub-grantees
 None. All relief funds awarded to the City represent reimbursement of costs incurred by the City for the Project. Such funds received by the City will be used for future costs that may be necessary in the City's ongoing efforts to thwart the spread of the virus when federal assistance by no longer be available.

Detailed timeline for completion of the Project
 The completion of the project is presently indeterminable depending on the development and availability of a vaccine and/or subsidence of infections.

How Project positively impacts Jefferson County and its residents
 Project expenditures are intended to inhibit the transmission of the virus among Jefferson County residents, those employed within the County as well as visitors and patrons.

How Project success will be determined
 By implementing the safety measures (enhanced cleaning, limited access to public facilities, quarantine of employees pursuant to Health Department guidelines, use of personal protective equipment, etc.), the transmission of the virus will be repressed. Success cannot be measured in the short-term but rather by minimizing opportunities for exposures which will in turn reduce the potential serious illnesses.

Benchmarks used to measure the Project's progress
 Employee lost time due to quarantine and/or illness, Jefferson County infection statistics.

How Project satisfies the requirements of the CARES Act and Alabama law
 CARES ACT-All costs for which the City is seeking reimbursement are unbudgeted costs incurred after March 1, 2020, for the health, safety and welfare of the general public and City workers. All financial assistance received by the City has been appropriately offset against claims for reimbursement.

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 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 actions 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
 Williams S. (Billy) Pritchard III, Council President Pro Tempore
 Philip E. Black, Council member
 Lloyd C. Shelton, Council member
 Alice B. Womack, Council member
 Sam S. Gaston, City Manager
 Steven Boone, City Clerk

JEFFERSON COUNTY COMMISSION



JAMES A. (JIMMIE) STEPHENS- PRESIDENT
 LASHUNDA ROBERTS-SCALES
 SHERLA TYSON
 T. JOE KNIGHT
 STEVE AMMONS

Tony Petelos

Chief Executive Officer
 Suite 200 Courthouse
 716 Richard Arrington, Jr. Blvd. N
 Birmingham, Alabama 35203
 Telephone (205) 731-2880

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 upon receipt and review 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 as 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 describes in this guidance.

Guidance may be found here:
 U.S. Department of Treasury: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
 Alabama Attorney General:
<https://www.alabamagov/Documents/files/Amendment772Guidance.pdf>

Intersection with Other Funding Services

Eligible uses of the federal CRF may overlap with allowable uses of other federal grants and reimbursements. It is imperative that these reimbursements are not in addition to any other federal funding for the same expenditure.

The Jefferson County Commission has resolved, in order to maximize fund dollars, that entities applying for assistance through the County CRF allocation should look at alternative funding sources, such as the FEMA Public Assistance Grant Program before submitting an application for Jefferson County CRF funding.

Available Funds

Jefferson County municipalities may request reimbursements for eligible funds that have been paid in support of the Coronavirus Pandemic. This request will be made in accordance with the instructions provided with this letter. Each entity will be provided a maximum allowable budget amount that will be used to request reimbursement from. These amounts are listed in the table attached (ATTACHMENT A).

Forms Required to Request Funds

Jefferson County municipalities must complete the simplified *Jefferson County Coronavirus Relief Fund Municipality Reimbursement Request Form* attached (ATTACHMENT B). If requesting reimbursement for anything other than the 7 main categories listed (ATTACHMENT C), the municipality will be directed to also complete the attached regular application form *Jefferson County Coronavirus Relief Form Application For Assistance* for a more thorough vetting (ATTACHMENT D). As much documentation as possible should be attached for all reimbursement requests – including detailed receipts, quotes, purchase orders, invoices, canceled checks, etc., as applicable. Until any online processes are implemented, applications should be sent by email to covid@jccal.org. Questions may be directed to the same address.

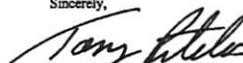
Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures are subject to audit by an Inspector General within the U.S. Department of the Treasury. Documenting that expenditures are eligible uses of CRF funds is essential to managing compliance risk and to minimizing the possibility that the expenditures are deemed ineligible, which could require the County to repay any ineligible funds to the federal government.

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 for 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 Petelos
 Chief Executive Officer

Alabama	total
Adamsville	\$ 209,083.00
Bessemer	\$ 1,163,296.00
Birmingham	\$ 9,029,329.00
Brighton	\$ 144,325.00
Brookside	\$ 82,147.00
Cardiff	\$ 27,365.00
Center Point	\$ 717,730.00
Clay	\$ 451,689.00
County Line	\$ 36,395.00
Fairfield	\$ 479,424.00
Fultondale	\$ 424,212.00
Gardendale	\$ 634,611.00
Graysville	\$ 114,956.00
Homewood	\$ 1,116,211.00
Hoover	\$ 3,713,024.00
Hueytown	\$ 683,846.00
Irondale	\$ 579,399.00
Kimberly	\$ 179,499.00
Leeds	\$ 542,720.00
Lipscomb	\$ 116,977.00
Maytown	\$ 40,953.00
Midfield	\$ 240,086.00
Morris	\$ 117,407.00
Mountain Brook	\$ 897,771.00
Mulga	\$ 59,830.00
North Johns	\$ 31,235.00
Pinson	\$ 330,558.00
Pleasant Grove	\$ 437,972.00
Sylvan Springs	\$ 89,156.00
Tarrant	\$ 287,687.00
Tralford	\$ 51,531.00
Trussville	\$ 998,305.00
Vestavia Hills	\$ 1,504,759.00
Warrior	\$ 163,030.00
West Jefferson	\$ 43,103.00
	\$ 25,739,621.00

*The population estimates are for 2019 and come from the census (<https://www.census.gov/data/tables/time-series/demo/popest/2010s-total-cities-and-towns.html>)
 Formula - based on State of Alabama City appropriation



STATE OF ALABAMA
 OFFICE OF THE ATTORNEY GENERAL

STEVE MARSHALL
 ATTORNEY GENERAL

501 WASHINGTON AVENUE
 MONTGOMERY, AL 36130
 (205) 243-7300
 WWW.AGO.ALABAMA.GOV

April 7, 2020

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 94.01 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 "authoriz[ing] any county, city, town, or other subdivision of this state to lend its credit, or to grant public money or thing of value in aid of, or to any individual, association, or corporation whatsoever, or to become a stockholder in any corporation, association, or company, by issuing bonds or otherwise (emphasis added)." ALA. CONST. art. IV, § 94. The Alabama Supreme Court, however, held in *Slawson v. Alabama Forestry Commission*, 631 So.2d 953, 956 (Ala. 1994) that Section 94, as amended, is not violated when the funds of a subject governmental entity are appropriated for a "public purpose." Whether the funds are appropriated for a public purpose depends on if they bring about a "direct public benefit of a reasonably general character . . . to a significant part of the public" rather than merely a "remote and theoretical benefit." *Id.*

Amendment 772

The Legislature passed Amendment 772 as a codification of *Slawson* insofar as economic and industrial development is concerned. Amendment 772 specifically gives a county or municipality authority "to lend its credit 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." ALA. CONST. art. IV, § 94.01(a)(3) (amend. 772). Before lending its credit or granting

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 sufficient *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 benefits 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 *Stawson'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 S. Presto, Escambia County Attorney, dated August 24, 1995, A.G. No. 95-00299.

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 *Stawson* test. Whereas such payments would bestow a significant private 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 so 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:

Alabama. Opinion to Honorable Jerry Willis, Mayor, City of Wetumpka, dated March 24, 2017, A.G. No. 2017-025;

- The City of Roanoke may donate funds to the Rotary Club of Roanoke, 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. Tinney, Attorney, City of Roanoke, dated September 9, 2014, A.G. No. 2014-094.

Conclusions

While the Office sympathizes with the desire of municipalities to assist small business during the COVID-19 crisis, the current dire circumstances do not provide for a workaround 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.

- The Conecuh County Commission ("Commission") may appropriate funds to the Town of Repton to complete a highway beautification project, purchase land for a farmer's market, and complete a welcome center for the purpose of promoting economic development. Opinion to Honorable Johnny Andrews, Chairman, Conecuh County Commission, dated January 14, 2014, A.G. No. 2014-038;
- The Town of Magnolia Springs may borrow money and grant public funds to a private corporation or other private entity to side the corporation with the expense of installing a center turn lane for the purpose of promoting economic development in the Town of Magnolia Springs, if the town determines a public purpose will be served. Opinion to Honorable J. Bradford Boyd Hicks, Attorney, Town of Magnolia Springs, dated June 29, 2009, A.G. No. 2009-086;
- A municipality, for less than adequate consideration, may convey real property owned by the city to the industrial development board for the board's use for the promotion of industry within the city, if the city council complies with the conditions of section 94.01 of the Alabama Constitution, including a determination that a public purpose is served by the transfer. Opinion to Honorable Rodney Edmondson, City Attorney, City of Arab, dated April 5, 2011, A.G. No. 2011-051;
- The City of Brewton may expend public funds and allow its employees, agents, or contractors to enter private property with the owner's consent to remove any unsightly and damaged trees if the city council determines that the work promotes economic and industrial development for the city and the council complies with the conditions of section 94.01(c) of the Recompiled Constitution of Alabama. Opinion to Honorable Yancey E. Lovelace, Mayor, City of Brewton, dated August 15, 2019, A.G. No. 2019-040;
- The City of Daphne may guarantee the mortgage of a nonprofit organization to support the construction of soccer fields for the purpose of promoting economic development if the city council complies with the conditions of section 94.01(c) of article IV or section 3 of the Local Amendments for Baldwin County of the Recompiled Constitution of Alabama. Opinion to Honorable Jay M. Ross, Daphne City Attorney, dated November 18, 2016, A.G. No. 2017-006;
- The municipality may reimburse a public utility for the costs of relocating utility lines for the purpose of promoting economic development if the city council complies with the conditions of section 94.01(c) of article IV of the Recompiled Constitution of

SERVICE AGREEMENT
FLEXIBLE SPENDING ACCOUNT ADMINISTRATION ONLY

AGREEMENT made this 22nd day of June, 2020, between City of Mountain Brook, an Employer qualified to do business in the state of Alabama, hereinafter referred to as "Employer", and BeneTech Administrators, Inc., of Birmingham, Alabama hereinafter referred to as "BeneTech"

Recitals

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 BeneTech 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 BeneTech and in consideration of the mutual promises contained in this agreement, the parties agree as follows:

Term

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.

Services

2. The parties hereto 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 BeneTech shall be as follows:

1) PLAN ADMINISTRATION

- Adjudicate all claims in accordance with the plan terms, so long as they comply with the IRS code.
- Per reimbursement cycle reporting of the processing status.
- Providing all FSA participants with instructions on how to file for reimbursement and instructions for using the Benefits Card.
- Local and toll-free phone support for all plan participants.
- Internet access to claim forms, claims entry, account balances, claims history, and pending claims.
- Per reimbursement cycle communications itemizing respective reimbursements
- Per reimbursement cycle check processing on the Medical & Dependent Care FSA.
- Per reimbursement cycle reporting to the employer on the FSA participants reimbursements
- Monthly E-mails to Employer with participant balances, YTD disbursements and deductions.
- Payment E-mails to all participants that elect the direct deposit payment option.
- Annual reporting to employer (includes Final Enrollee Account Balance Report for all Flex Accounts)
- Cobra rights notification sent to Employer to be used for all terminating Medical FSA participants, if applicable.
- Account balance e-mails to all plan participants in the Flexible Spending Accounts, with remaining balances as the plan year end nears.

B. The responsibilities of the Employer will 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.
- Forwarding of information on FSA participant termination's from and additions to the plan.
- Distribution of all plan communications to FSA participants.
- Funding Bank Account to cover reimbursement checks and Benefits Card Swipes

Fee

3. For services to be rendered under this agreement, BeneTech shall be entitled to the monthly fees attached.

City of Mountain Brook
Cafeteria Plan
Administrative Service Agreement

FLEXIBLE SPENDING ACCOUNT ADMINISTRATION ONLY

BENETECH ADMINISTRATORS, INC.
SECTION 125 - FEE SCHEDULE

Flex Plan Administration - (includes Medical & Daycare Flexible Spending Accounts)

DESIGN & IMPLEMENTATION

- Plan Design & Set-up \$150.00 / 1st Yr Only

DOCUMENTATION

- Cafeteria Plan Document - Master Plan Document \$100.00 / 1st Yr Only
- Including Medical and Daycare Flexible Spending Accounts
- Corporate Resolution and Summary Plan Description

ENROLLMENT SERVICE

- Group Meetings with detailed explanation, examples and handouts \$ 50.00 Per Meeting
- \$200.00 Max Per Day (plus travel if apply)

FSA ADMINISTRATION

- Flexible Spending Account per participant monthly charge. (includes all services for check processing)
- Includes Flex Debit Card
- Includes manual check processing for non debit card expenses
- Includes direct deposit payments to participants bank account
- Includes reimbursement check direct mailing
- Includes participant account website access
- Plan discrimination and eligibility testing (by request)

Flexible Spending Accounts	
Participants	Monthly Fee / Per Participant
1 - 15	* Min Fee (below)
16 - 30	\$4.75
31 - 50	\$4.50
51 - 100	\$4.25
101 - 150	\$4.00
151 - 250	\$3.85
251 - Up	Custom Quote
* Minimum Fees - \$75.00	

- Above is not a tiered fee schedule. Determined fee amount is applicable to all FSA participants
- Only one FSA fee even if participant elects both Medical and Dependent Care FSAs

Insurance
4. BeneTech shall be an independent contractor and not an employee of the Employer under this agreement. Alan Spain, acting as an employee of BeneTech Administrators, Inc., will be responsible for determining that liability insurance in the minimum amount of \$1,000,000 is in force to cover any claims arising out of the performance of the services under this agreement, proof of said coverage to be submitted by BeneTech to Employer at any time upon request. BeneTech shall further indemnify, save harmless, and defend the Employer from any claims arising from any act or omission of BeneTech's employees or agents and from any liability for withholding and payment of income taxes on employees of BeneTech.

Entire Agreement
5. This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

Assignment
6. Neither this agreement nor any duties or obligations under this agreement shall be assignable by BeneTech without the prior written consent of the Employer. In the event of an assignment by BeneTech to which the Employer has consented, the assignee or the assignee's legal representative shall agree in writing with the Employer to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this contract.

Successors and Assigns
7. Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

Attorney's Fees
8. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

Governing Law
9. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Alabama.

Amendment
10. This agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this agreement.

Legal Construction
11. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Executed at City of Mountain Brook, on the day and year first written above.

For City of Mountain Brook

Alan M. Spain

For BeneTech Administrators, Inc.

2020-089

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.

2020-090

DAVID GARDNER LYLES, MBA
 2421 Lane Parke Court
 Mountain Brook, Alabama 35223
 (205) 393-4953 cell (205) 507-4497 office
 Email: dglyles@cba.us.edu

DAVID GARDNER LYLES, MBA
 (205) 393-4953 cell (205) 507-4497 office
 Email: dglyles@cba.us.edu

EXPERIENCE (PROFESSIONAL)

- 1999 - Present **Local Transportation Manager**
Alabama Department of Transportation, West Central Region: Responsible for assisting with the management of local county, city, industrial access, and transportation enhancement projects within a six county area. This includes preparing cost estimates and reviewing legal government agreements as well as directing or assisting county engineers, city engineers, consultants with plan preparation and other preliminary engineering functions needed to ensure full compliance with state and federal regulations. In addition, presently serving as an instructor for the Alabama Department of Transportation Leadership Academy.
- 2019-Present **Academic Tutor**
The University of Alabama Athletic Department: Provide business related course tutoring services to undergraduate student athletes.
- 2012 - 2018 **Adjunct Professor**
The University of Alabama: Instructed honor students enrolled in the Science, Technology, Engineering and Mathematics (STEM) path to the MBA program, as well as, Leadership and Ethics (MGT 320) and Business Ethics (MGT 341). Received the 2017 Steve Woodruff Outstanding Adjunct Faculty Award from the Culverhouse College of Commerce Management Department.
- 1998 - 1999 **Assistant Division Engineer (Acting)**
Alabama Department of Transportation, Fifth Division: Responsible for directing and coordinating activities for the County Transportation Section and the Materials Section. This included determining the most practical and economic highway designs, supervising field operations and the testing laboratories, monitoring, reviewing and directing county federal aid projects, and managing budget operations within the sections.
- 1996 - 1998 **Assistant County Transportation Engineer**
Alabama Department of Transportation, Fifth Division: Responsible for conducting Scope of Work Reviews, plan reviews, and conducting site inspections for all state and federally funded county projects in a nine county area.
- 1991 - 1996 **Civil Engineer**
Alabama Department of Transportation, Fifth Division: Managed Division's Computer Aided Drafting and Design (CADD) Section and trained other employees in the use of the latest design software. In addition, also prepared presentations for public hearings and attended these meetings to explain potential projects to the public.
- 1990 - 1991 **Professional Civil Engineer Trainee**
State of Alabama Highway Department, Fifth Division: Received practical training and orientation in the daily operations of all sections within the Division.
- 1986 - 1988 **Engineering Assistant (Part Time)**
U. S. Army Corps of Engineers, Mobile District: Provided engineering support including drafting and surveying for the Holt Lakes Resource Manager.

EXPERIENCE (MILITARY)

- Current Rank: Lieutenant Commander, Civil Engineer Corps, U. S. Naval Reserve (Retired)**
- 2003 - 2004 **Equipment Officer**
 Rank: Lieutenant Commander (Seabee Combat Warfare Specialist)
 20th Seabee Readiness Group, Gulfport, MS
 - 2002 - 2003 **Equipment Management Officer**
 Rank: Lieutenant Commander
 Naval Construction Force Support Unit 3, Gulfport, MS
 - 2000 - 2002 **Assistant Equipment Officer / Detachment Officer in Charge (2 Detachments)**
 Rank: Lieutenant
 Naval Construction Force Support Unit 3, Gulfport, MS
 - 1999 - 2000 **Mobilization Readiness Officer**
 Rank: Lieutenant
 Second Naval Construction Brigade, Little Creek, VA
 - 1996 - 1999 **Staff Planning Engineer**
 Rank: Lieutenant
 U. S. Naval Forces Central Command, MacDill AFB, FL
 - 1994 - 1996 **Officer In Charge (3 Detachments)**
 Rank: Lieutenant (Junior Grade)
 Naval Mobile Construction Battalion 74 Augment Unit, Redstone Arsenal, AL
 - 1992 - 1994 **Officer In Charge (1 Detachment)**
 Rank: Ensign
 Naval Mobile Construction Battalion 24, Redstone Arsenal, AL
 - 1983 - 1992 **Training Petty Officer (1 Detachment)**
 Rank: EACR (E-1) - EA2 (E-5)
 20th Naval Construction Regiment, Gulfport, MS

APPENDIX 4

DAVID GARDNER LYLES, MBA
 (205) 393-4953 cell (205) 507-4497 office
 Email: dglyles@cba.us.edu

DAVID GARDNER LYLES, MBA
 (205) 393-4953 cell (205) 507-4497 office
 Email: dglyles@cba.us.edu

EDUCATION: (PROFESSIONAL & MILITARY)

- Master of Business Administration (MBA)**
 The University of Alabama, Tuscaloosa, AL
- Bachelor of Science - Civil Engineering**
 The University of Alabama, Tuscaloosa, AL
- Associate of Science - Engineering**
 Brewer State Junior College, Fayette, AL
- Certified Public Manager Training Program (Levels I-III)**
 Auburn University, Montgomery, AL
- Contingency Engineering, Construction Battalion Operations Course, Officer Basic Course**
 Naval Civil Engineer Officers School, Port Hueneme, CA
- Command Center Staff, Planning and Estimating School, Engineering Aid "A" School**
 Naval Construction Training Center, Gulfport, MS
- Naval Basic Training**
 Recruit Training Command, San Diego, CA

REFERENCES:

- J. Barrett (Barry) Darden, MD, MBA, MSMI**
 Associate Medical Director
 Blue Cross Blue Shield of Alabama
 450 Riverchase Parkway East
 Birmingham, AL 35244
 Telephone: (205) 242-8539
 E-mail: James.Darden@bcbsal.org
- Wayne Hitt**
 Former Vice-President
 Coral Industries, Inc.
 5029 Yorkshire Street
 Tuscaloosa, Alabama 35406
 Telephone: (205) 384-0489
 E-mail: whitt493@yahoo.com
- Pete Luke, MBA**
 Compensation Manager
 City of Boulder Human Resources
 3065 Center Greene Drive - 1st Floor
 Boulder, CO 80301
 Telephone: (303) 441-3256
 E-mail: lukep@bouldercolorado.gov
- Robert M. Morgan, PhD.**
 Executive Director, Innovation Initiatives
 The University of Alabama Culverhouse College of Business
 P.O. Box 870262
 Tuscaloosa, AL 35487
 Telephone: (205) 348-9557
 E-mail: rmorgan@cba.ua.edu
- Jennifer C. Wilson, MSCE, P.E.**
 Barmen-Jones-Wilson
 631 Helen Keeler Boulevard
 Tuscaloosa, AL 35404
 Telephone: (205) 345-9595
 E-mail: jennifer@struct-emgr.com

2020-091

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.

Visit <http://www.maryevelyn.com/index.php> for various published design projects.

CONTRACTOR AGREEMENT

Alabama Guardrail, Inc. (hereinafter the "Contractor") enters 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 furnish 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. Term/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 provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each 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 an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

3. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Thirty five thousand six hundred twenty five Dollars (\$35,625.00) as compensation for performing the Work (the "Contract Price"). Further, unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to 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 Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City

December 2016

(I) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

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

(III) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

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

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

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

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

(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all 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 or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its 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 actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

5. Insurance/Safety/Indemnification.

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

(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, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

7. Project Representative. Each Party shall appoint and indicate 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 notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

8. Miscellaneous Provisions.

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, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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 contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

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

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 bestow any benefit, 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 no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in

APPENDIX 7

Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (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.

l. 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. Delayed 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 for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: June 22, 2020

ALABAMA GUARDRAIL, INC.

By: Keith Dillard _____

Its: President

Date: _____

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 verbal notice to proceed, and successfully complete the Project within (30) days following its receipt of that notice.

3. Project Representatives

City Project Representative: Daniel Davis 3579 East Street Mountain Brook, AL 35243 Email: davisd@mtmbrook.org Day Tel #: 205-802-3869	Contractor Project Representative: Keith Dillard PO Box 126 Cleveland Alabama 35048 Email: keel@alguardrail.com Day Tel #: 205-625-3880
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4. Special Conditions

Contractor shall be responsible for all traffic control.

City Project No. _____

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this ____ day of _____, 2020, between the

OWNER,

Entity Name(s): CITY OF MOUNTAIN BROOK, ALABAMA
Address(es): 56 Church Street Mountain Brook, AL 35213
Email(s) & Phone #s): City Manager: Sam Gaston - sgaston@mtbrook.org 205-802-3180

and the CONTRACTOR,

Company Name: Meadows Contracting, Inc.
Address: 117 Hillside Road Birmingham, AL 35213
Email & Phone #: bill@meadowscontracting.com, 205-369-2589

for the WORK of the Project (identified as PROJECT):

Interior Renovation of the Service Mall at City Hall, 56 Church Street, Mountain Brook, Alabama 35213

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

- 1. This CONSTRUCTION CONTRACT
2. SUPPLEMENTARY CONDITIONS OF THE CONTRACT (City Mt Brook Form June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. SCHEDULE OF VALUES ATTACHED
6. ...

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

N/A on this Project

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

OWNER

By: _____
Printed Name: _____
Its: _____
Date: _____

CONTRACTOR

By: [Signature]
Printed Name: Bill Meadows
Its: Assistant
Date: 6-22-20

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is

Firm Name: Rob Walker Architects, LLC
Contact at Firm: Rob Walker
Address of Firm: 2229 1st Avenue South, Suite 110, Birmingham, Alabama 35233
Contact's Email & Phone #: rob@rwalkarch.com - 205-234-3212 - Work

The CONTRACT SUM is: (Use Numerical System Thousands and Cents) (Use the Dollar Sign (\$) 107,741.00). Unless otherwise indicated, this CONTRACT SUM is the sum of the Contractor's Total Bid for the Work based on estimated quantities of material, and, if applicable, the following Bid Alternates Prices:

N/A on this Project

The CONTRACT TIME is 126 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then 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: Steve Beane, City Financial Director, beane@mtbrook.org
Contractor Representative: Bill Meadows, President, bill@meadowscontracting.com, 205-369-2589

OWNER AND CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay the Contract Sum (subject to any additions or deductions for change orders, Liquidated Damages or other adjustments as provided in the Contract Documents), and Contractor will accept that amount as full compensation for its performance of the Work.

LIQUIDATED DAMAGES: If Contractor does not substantially complete the Work on the PROJECT by the stated time, the LIQUIDATED DAMAGES from which the Contractor and its Successors (if any) shall be liable, and may be required to pay the Owner in accordance with the Contract Documents shall be the dollar amount stipulated in the following space: _____

Liquidated Damages: \$ 00.00 per calendar day.

SPECIAL PROVISIONS

None on this Project

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

License No(s): 41666
Classification: Unlicensed
Bid Limit: Unlimited

(Contractor Signature Page Follows)

MINUTE BOOK 91

MEADOWS CONTRACTING SCHEDULE OF VALUES table with columns: DESCRIPTION, AMOUNT. Rows include GENERAL CONDITIONS, GENERAL DIV 1, DIV 2, etc.

2020-096

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 Papapietro
("Restaurant Owner") and Kelvin Bremer/McTyghe 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.

Mauricio Papapietro
Restaurant Owner

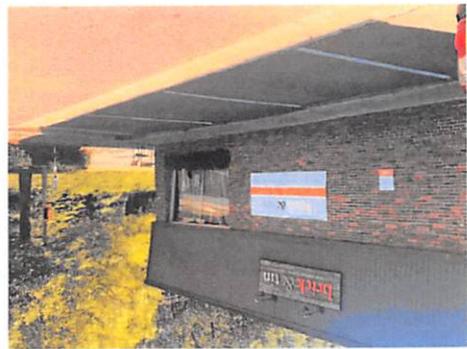
Kelvin M. Bremer
Property Owner
McTyghe Enterprises, Inc.

APPENDIX 9

2020-096



brick & tin
2020-09-18 16:45:22



June 18, 2020
City Council of Mountain Brook

Please consider allowing me to establish a temporary outdoor seating area for my restaurant, Brick & Tin located at 2901 Cahaba Road. We have eight total parking spaces along the Cahaba Road side of my restaurant and would like to barricade four of them for outdoor dining.

I made the difficult decision to close my restaurant completely on March 18, 2020 due to concerns of contributing to the spread of COVID-19. We remained completely closed for two months, reopening strictly for outside service (no dining room) on May 18th. The financial losses to my business have been substantial. Since reopening for curbside service, we are running at diminished revenues. We are reopening our dining room on June 15th but are losing approximately 45% of our seating due to spacing restrictions as a result of the virus.

While we do currently have 15 seats outside on the Cahaba Road side, we would benefit from being allowed temporary permission to establish another outdoor seating area. Any additional seating that will allow us to get closer to normal revenues will help ensure the sustained viability of my restaurant and its ability to provide a livelihood for my 25 employees.

Thank you for your consideration.

Mauricio
Mauricio Procopietto
Owner
brick & tin

Lighting Services NESC® Lease Agreement (Governmental)



Customer Legal Name: City of Mountain Brook DBA N Woodridge Rd and Sedley
Service Address: 0 STREETLIGHTS, UNREG NESC LIGHTS BIRMINGHAM AL 35213
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gestons@mtbrook.org
Tax ID: Business Description: Municipal

TERMS and CONDITIONS (NESC Governmental)

- 1. Utilities and Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will...
2. Install and Title. This Agreement is not a sale of the Equipment to Customer. Customer represents and warrants that APC retains title to the Equipment...
3. Payment. APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge established by the Alabama Public Service Commission...
4. Premises Access. Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment...
5. Work. The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews...
6. Workmanship. Customer represents that (a) the Premises' final grade will not be more than 6 inches from the grade existing at the time of installation...
7. Equipment Protection and Damage. After installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer...
8. Maintenance. During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement...
9. Indemnification. APC makes no warranty, express or implied, of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment...
10. Liability. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates...
11. Assignment. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral.

Equipment table with columns: Qty, Wattage, Type, Description, OH/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$), Estimated Monthly Charge (\$). Total Monthly: \$13.47

Project Notes: To install light and wire an existing pole near Sedley and N Woodridge
Initial Term: 36 months
Prepaid Amount: \$ 0.00

Customer Authorized Signature section with fields for Sign Here, Print Name, Print Title, Date, Alabama Power Company, Sign Here, Print Name, Print Title, Date

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

APPENDIX 10



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