MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 13, 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, 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 6:00 p.m. on the 13th day of July, 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

Absent: Stewart Welch III, Mayor

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

1. EXECUTIVE SESSION

President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving good name and character of an individual. 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 member Black. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene in upon conclusion of the executive session at approximately 6:30 p.m. by Internet video conference. The pre-meeting was then continued at approximately 6:01 p.m.

[The elected official reconvened the pre-meeting by way of Internet video conference at approximately 6:30 p.m.]

2. AGENDA

1. Three (3) Board of Zoning Adjustment Appointments—Dana Hazen
   a) Reappoint Norman Orr to a three-year term ending March 24, 2023 (Resolution No. 2020-110 was added to the formal meeting agenda)
   b) Reappoint Richard Simonton to a three-year term ending July 25, 2023 (Resolution No. 2020-111 was added to the formal meeting agenda)
c) Appoint a supernumerary member to fill an unexpired term to end December 31, 2021
   (Resolution No. 2020-105 was added to the formal meeting agenda)

2. MB Safer at Home amendments—Sam Gaston and Whit Colvin (The elected officials each
   expressed their opinion that City Hall should continue operating without physically opening to the
   public but rather providing services remotely and by appointment only.)

The following matters were added to the pre-meeting discussion:

3. Appoint Gerald Garner as a regular member of the BZA—currently a supernumerary member
   (Resolution No. 2020-108 was added to the formal meeting agenda)

4. Council member Shelton stated that the Library Board has submitted a resolution to change its
   name from the Emmet O’Neal Library to the O’Neal Library and requests the City Council’s
   support of such name change (Resolution No. 2020-106 was added to the formal meeting agenda)

5. A resolution authorizing the execution of a contractor agreement with respect to the installation of
   fencing at the upper soccer fields at the High School (Resolution No. 2020-109 was added to the
   formal meeting agenda)

6. A resolution approving and ratifying two compensation policies (on-call and TAC Team fitness
   training) and modifying a third (standard work week) compensation policy all involving the police
   department (Resolution No. 2020-107 was added to the formal meeting agenda)

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

   a. Regarding the matter of the Chester’s International Test Kitchen conditional use matter:

      • Shirley Kahn, landlord, asked for the Council to explain the difference between the
        subject [temporary] conditional use which includes a sunset provision and others
        seemingly without such provisions to which Council President Smith replied that all
        conditional use approvals are subject to revocation at the discretion of the City Council
        depending on circumstances (e.g., number of employees, stress on parking, etc.)
        Additionally, comparing the subject property to the property located at 1919 Cahaba
        Road (formerly a bank), the bank property was not retail or restaurant previously as
        was the space currently occupied by Chester’s International Test Kitchen. Ms. Kahn
        still questions why some conditional uses may have a time limit while others may not.

        [All conditional uses are effectively limited to the applicant-specific lease term. In the
        case of Chester’s it included an additional provision (a term certain or expiration of the
        lease).]

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 July 13, 2020, and that the meeting was duly called and
   held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no
   formal action or votes were conducted at said work session.

   [Signature]
   City Clerk Approved by
   City Council July 27 2020
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 13, 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 13th day of July, 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

Absent: Stewart Welch III, Mayor

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

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. PRESENTATIONS

Council President Smith called on City Manager Sam Gaston to read aloud the proclamations (Nos. 2020-103 and 104) recognizing Mike Cobb and Scooter Hammers, 30-year co-owners of Crestline Pharmacy, upon the occasion of their recent retirement. [A presentation ceremony will be held at City Hall on Thursday, July 16, 2020, at 10 a.m.]

2. CONSENT AGENDA

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

Approval of the minutes of the June 22 2020, regular meeting of the City Council

Approval of the minutes of the June 29 2020, special meeting of the City Council

Approval of the minutes of the June 30 2020, special meeting of the City Council

2020-100 Establish a new Iberia Bank account for the recently amended and restated City of Mountain Brook Flexible Benefit Plan

2020-101 Declare four [Library] chairs and two round tables surplus and authorizing their sale by way of public Internet auction or disposal if not sold at said auction

2020-102 Authorize the execution of a contractor agreement between the City and Advance Plumbing Company for the installation of a water fountain at the Irondale Furnace park

Appendix 1

Exhibit 1, Appendix 2

Exhibit 2, Appendix 3
2020-103  Proclamation recognizing Mike Cobb, 30-year co-owner of Crestline Pharmacy, upon the occasion of his retirement

Exhibit 3

2020-104  Proclamation recognizing Scooter Hammers, 30-year co-owner of Crestline Pharmacy, upon the occasion of his retirement

Exhibit 4

2020-105  Appoint Noel Dowling as a supernumerary member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end December 31, 2021

Exhibit 5

2020-107  Ratify, approve and modify three Police Department compensation policies (on-call pay, TAC Team fitness training, and scheduled workweek)

Exhibit 6

2020-108  Appoint Gerald Garner as a regular member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 13, 2022

Exhibit 7

2020-109  Authorize the execution of a contractor agreement between the City and Acre Fencing Company with respect to the installation of fencing at the upper soccer field of the High School

Exhibit 8, Appendix 4

2020-110  Reappoint Norman Orr to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end March 24, 2023

Exhibit 9

2020-111  Reappoint Richard Simonton to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end July 25, 2023

Exhibit 10

Thereupon, the foregoing minutes, proclamations and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, proclamations and resolutions were then considered by the City Council. Council member Black seconded the motion to adopt the foregoing minutes, proclamations 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, proclamations (Nos. 2020-103 and 2020-104) and resolutions (Nos. 2020-100 through 2020-102, 2020-105 and 2020-107 through 2020-111) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

3. CONSIDERATION OF A RESOLUTION (NO. 2020-106) CHANGING THE NAME OF THE EMMET O'NEAL LIBRARY TO THE O'NEAL LIBRARY (EXHIBIT 11, APPENDIX 5)

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

There being no comments or questions, President Smith called for a motion. Council member Black made a motion 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. 2020-106) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF A RESOLUTION (NO. 2020-112) EXTENDING THE CONDITIONAL USE FOR CHESTER’S INTERNATIONAL KITCHEN LOCATED AT 2037 CAHABA ROAD (EXHIBIT 12, APPENDIX 6)

The resolution extending the Office conditional use in a Local Business District for Chester’s International Kitchen with respect to the property located at 2037 Cahaba Road (formerly Joe Muggs) under the same terms and conditions as approved upon the adoption of Motion No. 2017-069 dated May 22, 2017, for not more than twelve months ending January 31, 2022, or the expiration/termination of the lease agreement, whichever occurs first, was introduced in writing by Council President Smith who then invited comments.

There being no comments or questions, President Smith made a motion for adoption of the resolution. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
    Lloyd C. Shelton  
    Alice B. Womack

Nays: William S. Pritchard, III  
    Philip E. Black

Council President Smith declared that the said resolution (No. 2020-112) is hereby adopted by a vote of 3—2 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENTS

The next regular meeting of the City Council will be July 27, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

6. ADJOURNEMENT

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

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on July 13, 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 27, 2020

EXHIBIT 1

RESOLUTION NO. 2020-101

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Four (4) upholstered club chairs in fair condition and two (2) purple laminated end tables in fair condition.

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of such property not sold at auction.

APPENDIX 2

EXHIBIT 2

RESOLUTION NO. 2020-102

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 Advance Plumbing Company, in the form as attached hereto as Exhibit A, with respect to the installation of drinking fountain at Irondale Furnace park.

APPENDIX 3
EXHIBIT 3

PROCLAMATION NO. 2020-103

WHEREAS, James Michael Cobb, “Mike” has owned and operated Crestline Pharmacy for thirty years from March, 1990 through May, 2020; and

WHEREAS, Mike has been a Pharmacist for 40 years and worked tirelessly to provide excellent service dispensing medications and knowledgeable advice about medications, over-the-counter products and health concerns and meeting the other needs of his customers; and

WHEREAS, Mike always has a smile on his face, always a gentlemen and well-dressed, welcoming customers like family; and

WHEREAS, even under bad weather conditions, Mike kept the store open to serve the needs of the customers; and

WHEREAS, Mike tried to never say “no” but rather find means to help the customer in some way; and

NOW, THEREFORE, I, Stewart H. Welch III, the Mayor of the City of Mountain Brook, along with the City Councilors, on behalf of the residents of the City do hereby proclaim the City’s appreciation for the great work and positive impact Mike Cobb has provided to the City of Mountain Brook, along with our sincere congratulations and best wishes for many more happy, and productive years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 13th day of July of the year of our Lord 2020 and of the Independence of the United States of America, the 244th.

EXHIBIT 4

PROCLAMATION NO. 2020-104

WHEREAS, Alvin Lee Hammers, “Scooter” has owned and operated Crestline Pharmacy for thirty years from March, 1990 through May, 2020; and

WHEREAS, Scooter has been a Pharmacist for 40 years and worked tirelessly to provide excellent service dispensing medications and knowledgeable advice about medications, over-the-counter products and health concerns and meeting the other needs of his customers; and

WHEREAS, Scooter always has a smile on his face, always a gentlemen and well-dressed, welcoming customers like family; and

WHEREAS, even under bad weather conditions, Scooter kept the store open to serve the needs of the customers; and

WHEREAS, Scooter tried to never say “no” but rather find means to help the customer in some way; and

NOW, THEREFORE, I, Stewart Welch III, the Mayor of the City of Mountain Brook, along with the City Councilors, on behalf of the residents of the City do hereby proclaim the City’s appreciation for the great work and positive impact Scooter Hammers has provided to the City of Mountain Brook, along with our sincere congratulations and best wishes for many more happy, and productive years.
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 13th day of July of the year of our Lord 2020 and of the Independence of the United States of America, the 244th.

EXHIBIT 5

RESOLUTION NO. 2020-105

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Noel Dowling is hereby appointed as a supernumerary member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end December 31, 2021.

EXHIBIT 6

RESOLUTION NO. 2020-107

WHEREAS, the Police Department, pursuant to the longstanding City on-call policy, compensates certain positions one hour for every eight hours on-call and treats such time as compensable under the Fair Labor Standards Act (FLSA); and

WHEREAS, legal review of such policy has determined that on-call time is generally not compensable as defined by the FLSA; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby ratifies and approves the policy that on-call time continue to be treated as though it were compensable with respect to overtime subject to and in coordination with other applicable overtime policies as enacted by the City Council from time to time.

WHEREAS, the Police Department compensates Tactical Team members five hours monthly for fitness training performed outside of the scheduled work shifts; and

WHEREAS, legal review of such policy has determined that fitness training time is generally not compensable as defined by the FLSA; now, therefore,

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby instructs the Police Chief to pay, effective July 2020, Tactical Team members a taxable, monthly stipend of $300 for each active Tactical Team member in lieu of the 5-hours of time and to no longer require Tactical Team members maintain a journal of the fitness training time.

WHEREAS, the Police Department implemented 12-hour shifts generally for Patrol personnel resulting in standard biweekly scheduled hours of 84; and

WHEREAS, Police personnel maintain 84-hour schedules including biweekly pay periods where some time was taken off (e.g., compensatory time off, holiday, vacation and sick leave); and

WHEREAS, such policy and practice is not covered under FLSA or specifically covered under the “Rules and Regulations” of the Personnel Board of Jefferson County; however, because the hourly rate of pay is generally based on an 80-hour biweekly pay period (2,080 hours annually), biweekly hours should generally be limited to 80-hours biweekly when an employee uses some form of paid time off; however, now therefore,

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies and approves the Police Department’s policy and practice of paying employees up to 84-hours biweekly when paid time off is utilized; and
BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that such policies and practices ratified and approved hereinabove may be rescinded at the discretion of the City Council.

EXHIBIT 7

RESOLUTION NO. 2020-108

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Gerald Garner is hereby appointed as a full voting member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 13, 2022.

EXHIBIT 8

RESOLUTION NO. 2020-109

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 Acre Fencing Company, in the form as attached hereto as Exhibit A, with respect to the installation of fencing at the upper soccer fields of the High School.

APPENDIX 4

EXHIBIT 9

RESOLUTION NO. 2020-110

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Norman Orr is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end March 24, 2023.

EXHIBIT 10

RESOLUTION NO. 2020-111

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Richard Simonton is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end July 25, 2023.

EXHIBIT 11

RESOLUTION NO. 2020-106

WHEREAS, the Mountain Brook Library has long been central to the Mountain Brook Community, serving generations of residents and guests from the City and beyond; and

WHEREAS, the original library building was donated to the City by the Kirkman O’Neal Foundation and Mr. O’Neal then requested that the library be dedicated to the memory of his father and the former governor of Alabama, Emmet O’Neal; and

WHEREAS, the Mountain Brook City Council honored that request and by resolution in November 1964, agreed to such request, naming the library the Emmet O’Neal Memorial Library; and
WHEREAS, in 2002, a new library was built in the City due in large part to the generosity of the O’Neal family, whose role in supporting the library for over 60 years cannot be overstated; and

WHEREAS, the new library retained the same name as the original library, the Emmet O’Neal Library, and such name has been maintained until the present day; and

WHEREAS, on July 8th, 2020, the Library Board of the Emmet O’Neal Library (the “Library Board”) adopted the attached Resolution requesting that the Emmet O’Neal Library be renamed the O’Neal Library, in honor of the members of the O’Neal family who have supported the library through their generosity and countless hours of service; and

WHEREAS, in that Resolution, the Library Board acknowledged that they, the City and the O’Neal family had before them an opportunity for change as a community and that opportunity merited further examination of the name of the library; and

WHEREAS, after such examination and with input by the O’Neal family, the Library Board determined that its mission would best be served if the library was renamed and has recommended the name change to the City Council; and

WHEREAS, the City Council of the City of Mountain Brook concurs with the conclusion by both the Library Board and the O’Neal family that the library should be renamed to reflect and reinforce that it is a place where all are welcome; and

WHEREAS, the City Council further concurs that the library should be named the O’Neal Library in recognition of the generous support and education and learning-focused leadership provided to the library and residents of the community by the O’Neal family starting with Elizabeth and Kirkman O’Neal in 1964 and continuing over generations as the O’Neal family has steadfastly supported the library and its mission ever since.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves, with the blessing and support of the O’Neal family, to change the name of the Emmet O’Neal Library to the O’Neal Library.

APPENDIX 5

EXHIBIT 12

RESOLUTION NO. 2020-112

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Office conditional use in a Local Business District authorized upon the adoption of Motion No. 2017-069 dated May 22, 2017, with respect to the property located at 2020 Cahaba Road (formerly Joe Muggs) is hereby extended under the same terms and conditions for not more than twelve (12) months ending January 31, 2022, or the expiration/termination of the lease agreement, whichever occurs first.

APPENDIX 6
Corporate Authorization Resolution

The Corporation hereby authorizes and designates the undersigned to exercise, on behalf of the Corporation, all or any portion of the powers granted hereunder in accordance with the provisions of this resolution, and to execute all necessary instruments and other documents in connection therewith.

Powers Granted: Attach one or more Agents to each power by placing the letter corresponding to that name in the area before each power. Following each power indicate the number of signatures required to exercise the power.

Description of Power

Influence number of signatures required

1. Exercise all of the powers listed in this resolution.
2. Open any demand or share account(s) in the name of the Corporation.
3. Issue stock certificates and for the payment of stock or other stockholder's rights or for stock dividends or stock rights offer, exercising all power to issue or sell such stock certificates and to execute any and all necessary documents in connection therewith.
4. Accept as good and true evidence of the ownership of any of the Corporation's stock certificates, promissory notes, or other evidences of ownership.
5. Pay all taxes and assessments levied or imposed on the Corporation.
6. Open any account in the name of the Corporation with any financial institution.
7. Authorize any action necessary to carry out the purposes of this resolution.

Instructions:

1. Exercise all of the powers listed in this resolution.
2. Open any demand or share account(s) in the name of the Corporation.
3. Issue stock certificates and for the payment of stock or other stockholder's rights or for stock dividends or stock rights offer, exercising all power to issue or sell such stock certificates and to execute any and all necessary documents in connection therewith.
4. Accept as good and true evidence of the ownership of any of the Corporation's stock certificates, promissory notes, or other evidences of ownership.
5. Pay all taxes and assessments levied or imposed on the Corporation.
6. Open any account in the name of the Corporation with any financial institution.
7. Authorize any action necessary to carry out the purposes of this resolution.

Certification of Authority

I, the undersigned, do hereby certify that the Board of Directors of the Corporation has, in accordance with its powers and duties, determined that the execution of this resolution is necessary and advisable for the best interests of the Corporation, and that this resolution has been duly passed and adopted by the Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Corporation.

[Signature]

[Seal]

July 13, 2020

APPENDIX 1
CONTRACTION AGREEMENT

Advance Plumbing Company (hereinafter the "Contractor") enters this Contract Agreement ("Agreement") with City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last signed by a party below ("Agreement Date"). The Contractor agrees to perform the work and services described herein in consideration of the City's payment to the Contractor for the work and services performed. The Contractor is an entity authorized to enter into contracts and to perform the work and services described herein.

1. Work. Unless otherwise stated in the attached Exhibit A Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all of the labor, materials, supplies, equipment, and apparatus necessary to perform the work, services, and operations collectively described in the Attachment in accordance with the provisions of this Agreement. Contractor shall be responsible for the selection, purchase, and delivery of all materials, supplies, equipment, and apparatus.

2. Work Area. The work area is as shown on the plans and specifications attached to this Agreement.

3. Payment Terms. The total contract price is $100,000.00. Payment terms are as follows: 50% upon receipt of the Notice to Proceed and 50% upon completion and acceptance of the work.

4. Termination. The Period in which the Contractor will perform the work shall be no more than 30 days after the Notice to Proceed.

5. Insurance. The Contractor shall provide evidence of insurance coverage in the following amounts: $1,000,000.00 for Public Liability insurance, $1,000,000.00 for General Liability insurance, and $1,000,000.00 for Property Damage insurance.

6. Change Orders. Any change orders or modifications to the work will be in writing and approved by both parties. The Contractor shall submit change orders in writing and the City shall approve or disapprove the change orders within 10 days of receipt.

7. Disputes. Any disputes arising out of this Agreement shall be resolved through mediation. If mediation fails, the disputes shall be resolved through arbitration.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications and negotiations.

9. Governing Law. The laws of the State of Alabama shall govern the interpretation and enforcement of this Agreement.

10. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one agreement.

APPENDIX

1. The work required under this Agreement shall be performed in accordance with the plans and specifications attached to this Agreement.

2. The City reserves the right to terminate this Agreement if the Contractor fails to perform the work in a timely and satisfactory manner.

3. The Contractor agrees to provide all necessary labor, materials, and equipment to complete the work as specified in the plans and specifications.

4. The Contractor shall comply with all applicable laws, regulations, and ordinances related to the performance of this work.

5. The Contractor shall furnish all necessary permits and approvals necessary to perform the work.

6. The Contractor shall be responsible for the proper disposal of all waste and debris generated during the performance of the work.

7. The Contractor shall provide all necessary safety equipment and training to its employees.

8. The Contractor shall provide all necessary site security measures to protect the work and equipment.

9. The Contractor shall provide all necessary insurance coverage as required by law.

10. The Contractor shall furnish all necessary tools and equipment necessary to perform the work.

11. The Contractor shall comply with all applicable health and safety regulations.

12. The Contractor shall be responsible for all claims and liabilities arising out of the performance of the work.

13. The Contractor shall be responsible for all taxes and fees associated with the performance of the work.

14. The Contractor shall be responsible for all necessary permits and licenses required by law.

15. The Contractor shall be responsible for all necessary labor, material, and equipment costs.

16. The Contractor shall be responsible for all necessary insurance premiums.

17. The Contractor shall be responsible for all necessary fees and taxes.

18. The Contractor shall be responsible for all necessary bond and escrow fees.

19. The Contractor shall be responsible for all necessary administrative fees.

20. The Contractor shall be responsible for all necessary legal fees.

21. The Contractor shall be responsible for all necessary professional fees.

22. The Contractor shall be responsible for all necessary travel expenses.

23. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

24. The Contractor shall be responsible for all necessary costs related to the performance of the work.

25. The Contractor shall be responsible for all necessary fees related to the performance of the work.

26. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

27. The Contractor shall be responsible for all necessary fees related to the performance of the work.

28. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

29. The Contractor shall be responsible for all necessary fees related to the performance of the work.

30. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

31. The Contractor shall be responsible for all necessary fees related to the performance of the work.

32. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

33. The Contractor shall be responsible for all necessary fees related to the performance of the work.

34. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

35. The Contractor shall be responsible for all necessary fees related to the performance of the work.

36. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

37. The Contractor shall be responsible for all necessary fees related to the performance of the work.

38. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

39. The Contractor shall be responsible for all necessary fees related to the performance of the work.

40. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

41. The Contractor shall be responsible for all necessary fees related to the performance of the work.

42. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

43. The Contractor shall be responsible for all necessary fees related to the performance of the work.

44. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

45. The Contractor shall be responsible for all necessary fees related to the performance of the work.

46. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

47. The Contractor shall be responsible for all necessary fees related to the performance of the work.

48. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

49. The Contractor shall be responsible for all necessary fees related to the performance of the work.

50. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

51. The Contractor shall be responsible for all necessary fees related to the performance of the work.

52. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

53. The Contractor shall be responsible for all necessary fees related to the performance of the work.

54. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

55. The Contractor shall be responsible for all necessary fees related to the performance of the work.

56. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

57. The Contractor shall be responsible for all necessary fees related to the performance of the work.

58. The Contractor shall be responsible for all necessary expenses related to the performance of the work.

59. The Contractor shall be responsible for all necessary fees related to the performance of the work.

60. The Contractor shall be responsible for all necessary expenses related to the performance of the work.
CONTRACT AGREEMENT

Ace Fence Company, Dba as "Contractor" owns the Contractor Agreement ("Agreement") with the City of Montebello, Los Angeles, a municipal corporation ("City"), effective as of the date executed by a party below the "Effective Date". Contractor owns a prominent position on the "Contractor List".

1. Project: Unless otherwise noted on the attached Exhibit A, 

2. Scope of Work: See Exhibit A. Exhibit A includes the City Scope of Work and July 15, 2023 Contract Period for the bonded and insured contractor.

3. Undertaking of Contractor: Contractor agrees to perform the work within the terms, conditions and specifications of the Agreement and as attached Exhibit A. The work shall be performed by the Contractor in accordance with the terms and conditions of the Agreement and in a workmanlike manner. The work shall be performed in accordance with the terms and conditions of the Agreement.

4. Termination: Termination of the Agreement shall cause the Contractor to perform the work as specified in the Agreement and in accordance with the terms and conditions of the Agreement. The work shall be performed in accordance with the terms and conditions of the Agreement.

5. Contract and Bonds/Deeds/Certificates: Unless otherwise noted in the Special Conditions on Exhibit A, the Contractor agrees to perform the work as specified in the Agreement and in accordance with the terms and conditions of the Agreement. The work shall be performed in accordance with the terms and conditions of the Agreement.

control of the Contractor or any of its agents, and (d) any other property on the Contractor's or any of its agents' property or premises.

6. Indemnification: Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or assigns from and against any and all claims, demands, actions, suits, and liabilities, including reasonable attorneys' fees, incurred in connection with the performance of the Agreement.

7. Limitations of Liability: In no event shall any Contractor be liable for any claims resulting from any action, inaction, or failure of the Contractor to perform the Agreement. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, or assigns from and against any and all claims, demands, actions, suits, and liabilities, including reasonable attorneys' fees, incurred in connection with the performance of the Agreement.

8. Property Description: The property to be fenced shall be described as follows:

9. Warranties: The Contractor shall warrant its work to be free from defects in materials and workmanship for a period of one (1) year from the date of completion of the Project.

10. Environmental Compliance: Contractor shall comply with all applicable federal, state, and local environmental laws, regulations, and ordinances in connection with the performance of the Agreement. The Contractor shall be responsible for obtaining and maintaining all necessary permits and licenses required for the performance of the Agreement. The Contractor shall be responsible for obtaining and maintaining all necessary permits and licenses required for the performance of the Agreement.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Los Angeles.

APPENDIX 4

Fane Majors Event, the delayed Party, may perform the work only for the sum of $500,000. Prior to the date of this Agreement, or in the event that the Agreement is not entered into for any reason, the delayed Party may perform the work only for the sum of $500,000. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Los Angeles.
Resolution from the Library Board of Emmet O'Neal Library

For more than fifty years, the Emmet O'Neal Library has been committed to providing excellent library and information services to the public, as well as a welcoming and safe learning environment to its patrons and employees. Recent events in our state and country have turned our attention to opportunities for change and improvement and have challenged us to reconsider some long-held symbols. As a Board, we have been asked to re-examine the name of the Library because of the role that Emmet O'Neal played in perpetuating segregation in our State. Although there are other more positive chapters in the story of Emmet O'Neal, we have conferred with the O'Neal family and, with their support, have concluded that it is not in the best interests of the mission of the Library for it to continue to bear his name.

We acknowledge the generous support and learning-focused leadership provided to the Library by the O'Neal family. The Library began as a gift from Elizabeth and Kirkman O'Neal in 1964, and the O'Neal family has steadfastly supported the library and its mission ever since. The Library would not be what it is today without the commitment of the O'Neal family. The O'Neal family of at least the past half-century has engaged in philanthropy throughout our community that has made life in central Alabama better for all people. In recognition of their leadership and support, I hereby introduce a Resolution to change the name of the Emmet O'Neal Library to the O'Neal Library.

Susan S. Elliott
Library Board President
July 8, 2020