MINUTES OF THE SPECIAL OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 30, 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 4:00 p.m. on the 30th 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. CONSIDERATION OF RESOLUTION (NO. 2020-097) AWARDING THE BID FOR THE SOUTH BROOKWOOD ROAD CULVER REPAIR PROJECT AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SAME (EXHIBIT 1, APPENDIX 1)

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

Heath Nelson with Video Industrial Services:
- Anticipates receiving the payment and performance bonds by Wednesday and will be ready to start the project once the notice to proceed is issued by the City
- The August 10 timeline is aggressive but is comfortable that it can be met barring significant rain
- Anticipates only one-lane will be closed during parts of the construction
- If the project is delayed past August 10, understands that the roadway will have to be cleared for both morning and afternoon school traffic

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

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

Nays: None
The Council President Smith declared the motion passed by a vote of 5—0. The Council President Smith declared that the said resolution (No. 2020-097) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.


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

Steven Boone, Finance Director:
- The subgrant agreement is required before any reimbursement request will be processed by the County
- The City has one reimbursement request (for the Month of May) totaling approximately $12,200 ready for submission to the County
- The grant covers 100% of allowable COVID-19 costs

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 Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

**Nays:** None

The Council President Smith declared the motion passed by a vote of 5—0. The Council President Smith declared that the said resolution (No. 2020-098) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.


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

Dana Hazen, City Planner:
- The proposes use calls for nine parking spaces and satisfies the City’s parking requirements

Mr. Charles Norton:
- The law firm performs complex litigation and does not expect any visitors or clients
- The firm has 5-7 employees
- The main conference room will be converted into a reception area
- The firm does not hold conferences or meetings on site
- The space has been vacant since January 2020
- The adjoining space is owned by George Barber. To his knowledge, the adjoining spaced is approximately 3,000 square feet and may be split up into a couple of retail spaces.
- The adjoining space will be non-conforming with respect to parking but still satisfies the City’s parking requirements
- The drive through may be converted to parking or outdoor gathering space for the tenant

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 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. 2020-099) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2072) AMENDING ORDINANCE NO. 2071 BY [RE]AMENDING CHAPTER 26 OF THE CITY CODE WITH RESPECT TO BUSINESSES REQUIRING PATRONS TO WEAR FACE COVERINGS AS ORDERED BY THE JEFFERSON COUNTY HEALTH OFFICER OR FACE THEIR CITY BUSINESS LICENSE BEING REVOKED (EXHIBIT 4)

The ordinance was introduced in writing by Council President Smith who invited the questions and comments.

The City Attorney stated that Ordinance No. 2071 adopted on June 29, 2020, needs to be amended to address some conflicts with Governor’s Kay Ivey’s amended Safer at Home Order just released.

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

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

Nays: None

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

After said ordinance had been considered in full by the Council, Council President Pro Tempore Prichard moved for the adoption of said ordinance. 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 that the said ordinance (No. 2072) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.
5. EXECUTIVE SESSION AND ADJOURNEMENT

Council President announced that the City Council shall convene in executive session. Council President Smith made a motion that the Council convene in executive session to discuss a matter involving good name and character. The City Attorney certified that the subject matter of the executive session is allowed under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Pritchard.

Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the motion carried and stated that the City Council shall not reconvene upon conclusion of the executive session.

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 4:30 p.m.

6. 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 30, 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. 2020-097

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby awards the bid (C-20200526-655), in the amount of $291,500.00, to Video Industrial Services, Inc., for the South Brookwood Road culvert repair project representing the sole bid received and having been determined to meet all specifications.

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 South Brookwood Road culvert repair project.

APPENDIX 1
EXHIBIT 2

RESOLUTION NO. 2020-098

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizing the execution of a Covid-19/CARES Act Subgrant Agreement between the City and Jefferson County Commission, in the form as attached hereto as Exhibit A.

APPENDIX 2

———

EXHIBIT 3

RESOLUTION NO. 2020-099

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional office use application submitted by Harbert Realty Services for a professional law firm.

APPENDIX 3

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EXHIBIT 4

ORDINANCE NO. 2072

AMEND ORDINANCE NO. 2071 BY REAMENDING SEC. 26 OF THE CITY CODE WITH RESPECT TO BUSINESSES REQUIRING THE USE OF FACE COVERINGS PURSUANT TO AN EMERGENCY ORDER ISSUES BY THE JEFFERSON COUNTY HEALTH OFFICER AND PENALTIES FOR VIOLATIONS THEREOF

WHEREAS, the City of Mountain Brook is, along with the rest of the state in the midst of the COVID-19 pandemic; and;

WHEREAS, despite measures put in place by the Governor, the County Health Offices and the City, the number of new cases continue to rise; and

WHEREAS, social distancing measures and face coverings are prescribed by national and local health offices as effective ways of managing transmission risks; and

WHEREAS, the Jefferson County Health Officer has issued emergency orders making the use of face coverings in public places mandatory under the circumstances outlined in the Orders of June 26, 2020 and June 30, 2020 due to the continued widespread community spread of COVID-19 in Jefferson County over the last week; and

WHEREAS, the Orders apply in the City of Mountain Brook and must be followed; and

WHEREAS, the City Council believes it appropriate and necessary to adopt this additional measure to ensure that businesses which are open to the public respect, follow and require patrons to adhere to the mandatory face covering Order of the Jefferson County Health Officer.

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

1. Requirement. All businesses, as defined in Sec. 26-206 of the Mountain Brook City Code, which are open to the public, shall require the use of face coverings by patrons, guests and employees in accordance with the terms, conditions and directives of the Jefferson County Health
Officer in the Orders dated June 26, 2020 and June 30, 2020, as may be amended from time to time.

2. **Violation.** The business license of any business that violates the provisions of this Ordinance shall be subject to revocation or suspension pursuant to Mountain Brook City Code Sec. 26-223.

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

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

5. **Effective Date.** This Ordinance shall become effective immediately upon adoption and publication as provided by law and shall remain in effect until such time as the Order of the County Health Officer requiring face coverings in public places is no longer in effect.
CONSTRUCTION CONTRACT

The CONSTRUCTION CONTRACT is entered into this 30th day of June, 2020, between the

OWNER:

City of Mountain Brook
City Manager: Sue Graham
City Manager’s Office, 34000 Mountain Brook Blvd., Suite 107

and the CONTRACTOR:

Veitch Construction Services

Address:

7211 Kingfisher Road
Mountain Brook, AL 35213

Two Hundred Thousand Dollars ($200,000.00) is the amount of the Contract Price.

NYA not an option. Contact a quote price.

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

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

Owner Representative:

Title: Project Manager

Email & Phone #: sue.graham@mountainbrook.org / 205-983-2428

Contractor Representative:

Title: Project Manager

Email & Phone #: sue.graham@mountainbrook.org / 205-983-2428

OWNERS AND CONTRACTORS AGREE AS FOLLOWS:

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

   1. THE CONTRACT DOCUMENTS
   2. THE CONDITIONS OF THE CONTRACT (City of Mountain Brook Forms June 2020)
   3. PERFORMANCE BOND
   4. LABOR & MATERIALS BOND

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

   Finalized on 8/1/2022.

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

OWNERSHIP:

Title: Project Manager

Email & Phone #: sue.graham@mountainbrook.org / 205-983-2428

STATE GENERAL CONTRACTOR’S LICENSE: The Contractor submits 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.: 164499

Class: M1-1

Issued: 06/05/2020

(Copy of signature page follows)
BINDER ATTACHMENTS AND WARRANTY

The undersigned, warrant, represent and agree that each of the following is true and correct in connection with this Contract Bid Response for the Contractor to be awarded the South Broadwater Road Culvert Repair Project:

(a) I have not colluded with any other bidders;
(b) I have not, directly or indirectly, induced any other bidder to submit a same bid or to refrain from making a bid;
(c) I have not paid or agreed to pay any party, other than direct or indirect, any money or other thing of value in consideration of or in return for soliciting or attempting to procure the contract contemplated by this bid;
(d) If the subject contract is awarded to me, I will not, as a recipient of the award, nor will I do an act in concert with the Contractor or the City to hinder or delay the performance of the contract by the Contractor;
(e) All the information contained in the bid is true and correct and;
(f) I will comply with all the instructions contained in the solicitation.

 contractors.

Date: ______________

This Bid Response must be notarized.

[Signature]

[Notary Public]

June 29, 2003

3. Other Similar Projects Performed by Contractor for Governmental Entities:

Below please provide information on all projects of a scope and type comparable to the Project that your organization has successfully completed in the government sector in the five years prior to the date of solicitation:

Name of Government Entity: ________________
Contact Person: ________________
Phone Number: ________________
Date of Contract: ________________
Location of Service: ________________

4. Licenses:

Let and accept this Form and all certificates that your organization currently holds the appropriate business or professional licenses as true and correct in accordance with the following Licenses:

<table>
<thead>
<tr>
<th>License</th>
<th>State of License</th>
<th>License Number</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

5. Experience of Project Teams:

On a separate page, please list and detail the following information concerning each of the employees or other representatives who will be responsible for performing the Project:

6. References:

If available at this time, please submit a certificate issued by your current business Licenses indicating the existence and limits of your coverage required by Act 30 of the General Conditions of the Contract.

[Signature]

Date: ________________

Exhibit B - Tender Qualification Form

South Broadwater Road Culvert Repair Project

This form may be completed and returned with your Contractor Bid Response form. Additional Space is provided to allow date that indicates when the project has been awarded and to return the form to the address shown below where the information will be 2. Business Contact(s)

(a) Primary Contact (Name of Individual/Enterprise in Bold) in the Primary Contact should be listed the main:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Doe</td>
<td>Project Manager</td>
<td>555-1234</td>
<td><a href="mailto:john.doe@email.com">john.doe@email.com</a></td>
</tr>
</tbody>
</table>

(b) Other Businesses (List all business entities, telephone number, and email address of person on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the post-bid conference if necessary):

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jane Smith</td>
<td>Assistant Project Manager</td>
<td>555-5678</td>
<td><a href="mailto:jane.smith@email.com">jane.smith@email.com</a></td>
</tr>
</tbody>
</table>

3. Business History:

(a) How many years has your organization been in the construction business?

(b) Have you and your organization been involved in any recent business? If so, please explain:

4. Claims History:

(a) Within the last five (5) years, has your company been involved in any legal action or legal action pending, to include any party to any legal action or any under pursuit, arbitration, mediation, or any other proceeding involving any claim or dispute?

(b) Within the last five (5) years, has your company been in any action or any type of mediation, arbitration or any other proceeding involving any claim or dispute?

5. As a Business Entity, please provide all details related to each submission:

[Signature]

Date: ________________

MINUTE BOOK 91

June 30, 2003
EXHIBIT D—GENERAL CONDITIONS OF THE CONTRACT

As stated.

EXHIBIT D—GENERAL CONDITIONS OF THE CONTRACT

By Mr. Oink, Contrasting 1599

GENERAL CONDITIONS of the CONTRACT

ARTICLE 1 DEFINITIONS

Wherever the following terms, or similar terms, are used in the Contract Documents, the terms and meanings shall be as follows:

A. ARCHITECT OR ENGINEER: The Architect or the person or entity licensed to practice architecture or engineering in the State of Arkansas, who is in direct contract with the Owner as the primary design professional for the Project and identified on the Contract Documents. The term "Architect" means the Architect or the Owner's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a successor Architect at no expense to the Contractor.

B. ARTICLES: The various articles contained in the Contract Documents.

C. BID: The sealed proposal of a Contractor to perform the Work for the price quoted.

D. BOND: The signed and delivered bond required by the Owner or the Architect.

E. CONTRACT: The contract between the Owner, the Architect, and the Contractor for the performance of the Work under the Contract Documents.

F. CONTRACT DOCUMENTS: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

G. CONTRACT PRICE: The sum of the prices specified in the Contract Documents.

H. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

I. CONTRACT Term: The period of time during which the Work is to be performed under the Contract.

J. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

K. CONTRACT Price: The sum of the prices specified in the Contract Documents.

L. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

M. CONTRACT Term: The period of time during which the Work is to be performed under the Contract Documents.

N. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

O. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

P. CONTRACT Term: The period of time during which the Work is to be performed under the Contract Documents.

Q. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

R. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

S. CONTRACT Term: The period of time during which the Work is to be performed under the Contract Documents.

T. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

U. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

V. CONTRACT Term: The period of time during which the Work is to be performed under the Contract Documents.

W. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

X. CONTRACTOR: The person or entity, selected by the Owner, who is directly performing the Work under the Contract Documents.

Y. CONTRACT Term: The period of time during which the Work is to be performed under the Contract Documents.

Z. CONTRACT Documents: The entire set of documents that comprise the Contract, including the Contract Documents, Contract Addenda, and drawings and specifications.

APPENDIX 1

MINUTE BOOK 1A

J:\Minutes & Agendas\Council\2022\02\06\30 Minutes.doc

June 30, 2020

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D. ORGANIZATION

E. INTERPRETATION

F. CONSTRUCTION OF CONTRACT

G. DOCUMENTS IN CONTRACT

H. SUPERVISION, SUPERINTENDENT, AND SUPERVISORS

I. REVIEW OF CONTRACT

APPENDIX 1
APPENDIX 1
APPENDIX 1
B. NONPAYMENT

If the Owner fails to pay the undisputed amount of an Application for Payment that has not been contested by the Contractor within thirty (30) days of the date such Application for Payment was served upon the Owner, the Owner shall be subject to the penalty of payment of interest on the undisputed amount within thirty days from the date the Application for Payment was served upon the Owner, as provided by such application for payment and as determined by the Contractor in accordance with Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part. The Contractor shall be entitled to such interest and/or the remission of any such penalty or other expenses authorized by Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part. The Contractor shall be entitled to such interest and/or the remission of any such penalty or other expenses authorized by Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part.

ARTICLE 19

D. MATERIALS STORED OFF SITE

If, at the time of delivery, the Contractor has removed the materials and equipment from the Site, the materials and equipment shall be stored off site in a secure location and shall be insured against loss or damage by fire, theft, vandalism, or other causes. The Contractor shall provide the Owner with a copy of the insurance policy and evidence of payment in full for such insurance. The Owner shall be entitled to inspect the materials and equipment stored off site at any time during the construction period and shall be entitled to remove any materials and equipment that are not being used for the construction of the Project. The materials and equipment shall be stored in a manner that is consistent with the requirements of the governing laws, regulations, and codes. The materials and equipment shall be removed from the Site within thirty (30) days after the completion of the Project unless otherwise agreed in writing by the Owner and Contractor.

ARTICLE 20

E. CERTIFICATION OF AWARD

The Owner shall certify in accordance with this Article 20 the materials and equipment stored off site and the work performed in accordance with the terms of this Agreement, and shall be responsible for any costs or expenses incurred by the Owner or the Contractor in connection with such certification. The Owner shall provide the Contractor with a copy of such certification and shall be responsible for any costs or expenses incurred by the Owner or the Contractor in connection with such certification. The Owner shall provide the Contractor with a copy of such certification and shall be responsible for any costs or expenses incurred by the Owner or the Contractor in connection with such certification.

APPENDIX 1

(1) In making payment for the Work completed, the Owner will make payment with respect to the undisputed portion of the Application for Payment certified by the Contractor to the extent that any amounts certified more than the total of the Contractor's gross, net, and miscellaneous labor hours for the Work completed and any other amounts that are paid over are subject to offset against the total of the Owner's gross, net, and miscellaneous labor hours for the Work completed.

(2) The application for payment for the Work certified by the Owner shall be subject to the penalty of payment of interest on the undisputed amount within thirty days from the date the Application for Payment was served upon the Owner, as provided by such application for payment and as determined by the Contractor in accordance with Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part. The Contractor shall be entitled to such interest and/or the remission of any such penalty or other expenses authorized by Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part. The Contractor shall be entitled to such interest and/or the remission of any such penalty or other expenses authorized by Paragraph 12.3 of the Exhibit D Standard Form of Agreement for the Owner's part.

(3) The amount stated shall be held by the Owner until full completion and acceptance of the Work performed. Any amounts that remain unpaid and that are offset against the total of the Owner's gross, net, and miscellaneous labor hours for the Work completed shall be remitted to the Contractor.

(4) The amount stated shall be held by the Owner until full completion and acceptance of the Work performed. Any amounts that remain unpaid and that are offset against the total of the Owner's gross, net, and miscellaneous labor hours for the Work completed shall be remitted to the Contractor.

(5) The amount stated shall be held by the Owner until full completion and acceptance of the Work performed. Any amounts that remain unpaid and that are offset against the total of the Owner's gross, net, and miscellaneous labor hours for the Work completed shall be remitted to the Contractor.
the work to a condition satisfactory to the Owner and shall also guarantee to the same extent that the work was completed according to the agreement.

ARTICLE 32
EXECUTION AGREEMENT

To the extent necessary permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Contractor's insurers, and their respective agents, employees, and consultants (collectively referred to as the "Contractor's Indemnitees") against all claims, losses, damages, and expenses (including, without limitation, any lost profit) incurred by the Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants in connection with or arising out of (i) personal injury or property damage or destruction of the property, or (ii) claims or actions brought by other insureds or contractors, including any claims or actions brought by any owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants, arising out of or relating to the Contractor's Indemnity Obligations under this Article, whether or not such actions or claims are covered by any insurance policy held by any of the Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants.

ARTICLE 33
INSURANCE REQUIREMENTS AND OBLIGATIONS

To the extent necessary permitted by law, the Contractor shall, as a condition of the Project, maintain all insurance with limits and types required by this Article. Each policy shall be in a form approved by the Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants.

ARTICLE 34
CONTRACTIONS TO MAINTAIN INSURANCE

The Contractor shall maintain all insurance required under this Article during the period from the date the Project begins until the date the Project is substantially completed.

ARTICLE 35
PERFORMANCE AND PAYMENT BONDS

Section 1: General

When engaging and employing the Contractor in the progress and performance of the Project, the Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants shall be responsible for ensuring that the Contractor maintains all insurance required under this Article during the period from the date the Project begins until the date the Project is substantially completed.

Section 2: Performance Bond

The Contractor shall maintain a performance bond in an amount equal to the total contract price for the Project.

Section 3: Payment Bond

The Contractor shall maintain a payment bond in an amount equal to the total contract price for the Project.

Section 4: Other Insurance Requirements

The Contractor shall maintain all insurance required under this Article during the period from the date the Project begins until the date the Project is substantially completed.

ARTICLE 36
EXCISE TAX

The Contractor shall be responsible for all taxes imposed by any governmental authority, including all local, state, and federal excise taxes.

ARTICLE 37
NO ASSIGNMENT OR DELEGATION CONSENT

The Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants shall not assign or delegate any rights, duties, or obligations under this Agreement without the prior written consent of the Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants.

ARTICLE 38
COORDINATION

The Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants shall provide the Contractor with all necessary information and data necessary to perform the Project.

ARTICLE 39
OWNERS' EASEMENTS OF RIGHT

The Owner, Architect, Contractor's insurers, or their respective agents, employees, or consultants shall provide the Contractor with all necessary easements and easement rights as necessary to perform the Project.

ARTICLE 40
CONSTRUCTION TO MAINTAIN INSURANCE

The Contractor shall maintain all insurance required under this Article during the period from the date the Project begins until the date the Project is substantially completed.

ARTICLE 41
APPENDIX 1

List of Insurance Policies Required under this Agreement

<table>
<thead>
<tr>
<th>Policy Name</th>
<th>Policy Type</th>
<th>Policy Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen's Compensation</td>
<td>Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Loss of Life</td>
<td>$1,000,000.00</td>
<td></td>
</tr>
</tbody>
</table>

MINUTE BOOK 91

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APPENDIX 1
END OF SECTION

SECTION 11.03 EROSION AND EROSION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work described in this section includes providing, establishing, maintaining, temporary erosion and sediment control works which consist of erosion control structures and materials, construction site preparation, protection of adjacent properties, and control of the source to control erosion and sedimentation on or beyond project limits.

B. Retained Work:
   1. Section 11.03-10 Earth Moving.

1.2 QUALITY ASSURANCE

A. Reference Standards
   1. General:

B. Site Considerations:
   1. Topography:

C. Site Conditions:
   1. Topography:

END OF SECTION

END OF SECTION

SECTION 12.03 ASPHALT CEMENT

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Boundaries of work are shown and includes all mixed asphalt concrete paving as prepared sub-base.

B. Verify grades and elevations before beginning. Notify Engineer of discrepancies.

C. Engineer may make certain field adjustments without additional cost.

D. Contract sub-grade per Section 12.03-00 Earth Moving.

1.2 SUBGRADE

A. Section includes:
   1. Hot-mix asphalt paving
   2. Hot-mix asphalt paving
   3. Hot-mix asphalt paving
   4. Asphalt surface treatment
   5. Gravel sub-base
   6. Gravel sub-base
   7. Gravel sub-base
   8. Soil sub-base

B. Material Section:
   1. Section 12.03-10 Soil Cleaning
   2. Section 12.03-20 Earth Moving
   3. Section 12.13-10 Control Filing Date Standards

1.3 SYSTEM DESCRIPTION


1.4 SUBBASE

A. Product and Use:
   1. Table 12.03-00 Subgrades
   2. Hot-mix asphalt concrete paving performed by other trades
   3. Hot-mix asphalt concrete paving performed by other trades
   4. Soil sub-base

B. Hot-Mix Asphalt: Certification, by authority having jurisdiction, of approval of each batch.

APPENDIX 1
CONCRETE PAVEMENT

2.7 CONCRETE MIXES
A. Prepare design mixes, proportioned according to ACI 213.1 and ACI 301, for each type and strength of structural and wearing-course concrete by means of laboratory trial sections or field experiments.
B. Use a qualified independent testing agency for preparing and testing prepared mixes as directed by the contractor.
C. Properly store to provide concrete with the following properties, unless otherwise specified on plans:
2. Maximum Aggregate Size 1-1/2 inch (38 mm).
3. Air Content 3 to 4 percent
4. Water-Cement Ratio 0.45
5. Placed Slump 3 to 4 inches
6. Steel Reinforcement. High-strength reinforcing. Not more than 1 inch (25 mm) after setting of base or shoulder concrete in place or otherwise furnished in inches (25 mm) or less.
D. Consultations: Contractor to provide 1 cubic yard of cement from the ready-mix concrete manufacturer for testing purposes at no additional charge. Contractor to provide 1 cubic yard of cement free of charge to the ready-mix concrete manufacturer for testing purposes at no additional charge.
E. Add admixtures to concrete as manufacturer's recommended rate and, but not less than 0.5 feet, 3/4 inches. C content is required for frost resistance over various grades and various conditions as described on the drawings.
F. Position at least the following number of ready-mix concrete grades over various conditions as described on the drawings.

2.8 CONCRETE FINISHING
A. Ready-Mixed Concrete: Concretes with proportions of mix in ACI 213.1, when air temperature is between 65°F (18°C) and 95°F (35°C), ready-mixed and delivered in 1/2 load by 70 minutes, when air temperature is above 90°F (32°C), ready-mixed and delivered in 60 minutes.

PART 3 - EXECUTION
3.1 MATERIALS AND METHODS
A. Portland Cement: Type I/L, plain or hydraulic, of natural color
1. Type I - non-expanding and not subject to expansion.
B. Masonry Cement: ACI 213.1, non-expanding, except for 1/4 inch (6 mm) or less by volume.
C. Hydraulic Lime: ACI 213.1, Type II
1. Type II - Special hydraulic lime and high-water absorption.
D. Aggregate: ACI 213.1
E. Aggregate for Masonry: ACI 213.1
F. Water: Clean, free from dissolved solids which would impart strength or bond.
G. Masonry tenor shall be properly sound and of suitable material. C content is required for frost resistance over various grades and various conditions as described on the drawings.

3.2 MORTAR FINISHES
A. Do not use the finishing point of mortar by any satisfactory method and on any surface of any test sample.
B. Mortar: Concretes with proportions of mix in ACI 213.1, Properties Specification, except for such materials to be specified.

C. Mortar Preparation:

APPENDIX 1

STAINED CONCRETE

3.6 STEEL REINFORCEMENT
A. General: Concretes with CEMRZ "Manufactured Standard Practice" for reinforcing steel and with concrete mix in ACI 213.1 for placing and compacting reinforcement.
B. Use proper space between the reinforcing steel and concrete mix in ACI 213.1 for placing and compacting reinforcement.
C. Reinforcement shall be in place as soon as possible after concrete is placed.
D. Steel reinforcing bars shall be in place as soon as possible after concrete is placed.
E. Steel reinforcing bars shall be in place as soon as possible after concrete is placed.

3.7 JOINTS
A. General: Concretes, expansion, contraction, and construction joints and test edgings are to be used with proper proportions to form expansion and contraction joints at right angles to the direction of movement, unless otherwise indicated.
B. Construction joints: The construction joints are to be made at end of placements of concrete and are to be made in each joint segment in place or at least 24 hours after concrete placement.
C. Construction joints: The construction joints are to be made at end of placements of concrete and are to be made in each joint segment in place or at least 24 hours after concrete placement.
D. Construction joints: The construction joints are to be made at end of placements of concrete and are to be made in each joint segment in place or at least 24 hours after concrete placement.
E. Construction joints: The construction joints are to be made at end of placements of concrete and are to be made in each joint segment in place or at least 24 hours after concrete placement.

3.8 CONCRETE FINISHING
A. Points of reference, except for such materials to be specified.

A. Standards: Before placing concrete, inspect and complete framework installations, reinforcement, and all work that is to be embedded or cast in place. Review other works in similar installation of their work.
CONCRETE PLACING

3.1 CONCRETE PLACING AND Curing

A. General: Properly placed concrete must be protected from premature drying and excessive heat or cold temperatures. Compliance with ACI 308 R for mid-weather precautions and follow recommendations in ACI 302 R for hot-weather precautions during curing.

B. Temperature Control: Apply aggressive water to concrete surfaces of hot, dry, or windy conditions that cause concrete dry excess heat in excess of 45°F (25°C), or it is 10°F (6°C) below or above the concrete temperature in the form of air or water jets, sprays or mists as necessary.

C. Curing Carefully after finishing, but not before 24 hours have elapsed from the end of mixing or before concrete strength is capable of supporting 4000 psi (27.6 MPa). Concrete strength will be based on ACI 308 R specifications for hardened concrete cores, hardened aggregate cores, or by other approved means. Concrete may be removed from formwork within the specified time frame as determined by ACI 308 R, or by other approved methods.

C. Miscellaneous: A. Cleaning of construction sites, surface equipment, and vehicles used to transport concrete or concrete mixtures from a source to the construction site. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete. Concrete must be protected from contamination due to contact with fuel, lubricants, or other substances that may damage or discolor concrete.
CONCRETE PAVING JOINT SEALANTS

1. GENERAL

1.1 RELATED DOCUMENTS
A. General and specific provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section.

1.2 SUMMARY
A. This Section includes the following:
1. Expansion and contraction joints within poured concrete pavements.
2. Joints between poured and precast pavement surfaces.

1.3 SUBMITTALS
A. Product Data: For each joint-sealant product included.
B. Samples for Verification: For each joint-sealant product installed. Samples shall be taken from the sealant manufacturer's stock and shall be representative of the material to be installed at the project site. Joint samples shall be taken from the relevant joint types as follows:
   1. For joints subject to dynamic loading, a minimum of five (5) joints shall be sampled from each manufacturer's stock for verification.
   2. For joints subject to static loading, a minimum of five (5) joints shall be sampled from each manufacturer's stock for verification.

1.4 QUALITY ASSURANCE
A. Contractor Qualifications: An experienced contractor who has specialized in handling joint sealants in the design, installation, and maintenance of joint sealants for over 10 years shall be qualified to familiarize the project and ensure that the work has met the expected performance with a record of successful in-service performance.
B. Shop-Location Qualifiers: Each type of joint sealant through nose access from a single manufacturer.
C. Product Testing: "In view of the importance of quality assurance criteria stated within the "manufacturer's "data sheet" and the necessity to provide testing that meets the requirements of both the manufacturer's specifications and the owner's requirements, we recommend the following:
1. Testing Agency Qualification: An independent testing agency qualified according to ASTM D-3432 to conduct the testing, as documented according to ASTM D-544.
2. Test joint shall be completed in accordance with manufacturer's instructions by utilizing standard specifications and test methods.

1.5 COMPLIANCE AND ACCEPTANCE TESTING:
A. Joint sealant manufacturer's instructions shall be followed:
1. Manufacturer's Quality Assurance Plan and Joint Sequence Plan shall have been reviewed and approved by the owner's and contractor's representatives for execution.
2. Independent testing and quality assurance inspections shall be performed for each section before the owner's and contractor's representatives approve the area.

2. DELIVERY, STORAGE, AND HANDLING
A. Joint sealants shall be delivered to the site in the original manufacturer's containers in accordance with the manufacturer's instructions.
B. Joint sealants shall be stored in accordance with the manufacturer's instructions.

3. HOT-APPLIED JOINT SEALANTS
A. Joint sealants shall be installed in accordance with the manufacturer's instructions.
B. Joint sealants shall be installed in accordance with the manufacturer's instructions.
C. Joint sealants shall be installed in accordance with the manufacturer's instructions.

4. JOINT SEALANT BACKER MATERIALS
A. Joint sealants shall be installed in accordance with the manufacturer's instructions.
B. Joint sealants shall be installed in accordance with the manufacturer's instructions.
C. Joint sealants shall be installed in accordance with the manufacturer's instructions.

5. JOINT SEALANTS FOR CONCRETE JOINTS
A. Joint sealants shall be installed in accordance with the manufacturer's instructions.
B. Joint sealants shall be installed in accordance with the manufacturer's instructions.
C. Joint sealants shall be installed in accordance with the manufacturer's instructions.

6. PREPARATION OF Joints
A. Joints shall be cleaned and prepared in accordance with the manufacturer's instructions.
B. Joints shall be cleaned and prepared in accordance with the manufacturer's instructions.
C. Joints shall be cleaned and prepared in accordance with the manufacturer's instructions.

7. INSTALLATION OF JOINT SEALANTS
A. Joint sealants shall be installed in accordance with the manufacturer's instructions.
B. Joint sealants shall be installed in accordance with the manufacturer's instructions.
C. Joint sealants shall be installed in accordance with the manufacturer's instructions.
APPENDIX 1

MINUTE BOOK 31

June 30, 2020
VI. ANTICIPATED BIDAWARD/PROJECT SCHEDULE

1. June 13 - Issuance of Request for Proposal by City
2. June 21 - Deadline for Issued Documents Return, Written Questions
3. June 23 at 5:00 p.m. - City's Written Answers to Questions
4. June 23 to 3:00 p.m. - Submission of Bids/Responses Due and Bid Opening
5. Works of June 23 - Awarded Contract by City Council/Ordinance (Bond & Proof of Insurance) Due from Successful Contractor/Contractor Bond
6. City Council, June 30 - Issuance of Notice to Proceed by City
7. On or before July 1 - Permit to be Successfully Completed

APPENDIX 1
STATE OF ALABAMA
JEFFERSON COUNTY
COUNTY, 2020
COVID-19 TAC RESOURCES AGREEMENT

This Agreement is entered into this 31st day of January, 2020 by and between Jefferson County, Alabama, a county in the State of Alabama, and the City of Mountain Brook, located at 56 Church Street, Mountain Brook, AL 35223, hereinafter referred to as the "Contractor." 

WHEREAS, on March 13, 2020 the President of the United States of America declared a National State of Emergency due to COVID-19 (Coronavirus); and

WHEREAS, on March 13, 2020 the Governor of the State of Alabama issued an Executive Order and declared a statewide State of Emergency in Alabama due to COVID-19; and

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act (Cares Act) was passed by Congress and signed into law by President Trump on March 27, 2020; and

WHEREAS, the Cares Act provides federal funding to State and Local Governments to cover necessary and unplanned expenditures incurred March 1, 2020 through December 30, 2020, as a result of the COVID-19 public health emergency; and

WHEREAS, on June 16, 2020 the Jefferson County Commission resolved to support municipalities located within the boundaries of Jefferson County up to an amount determined by accepting the State of Alabama’s formula for Coronavirus Relief Fund allocations and

WHEREAS, the Contractor has read "Exhibit A - CORONAVIRUS RELIEF FUNDS (DRAFT) ACKNOWLEDGED & CERTIFIED" and has completed "Exhibit B - CERTIFICATION AND ASSURANCE." 

NOW THEREFORE, the parties hereto do mutually agree as follows.

1. ENGAGEMENT OF CONTRACTOR: The County, having agreed to engage the Contractor and the Contractor hereby agrees to perform, acknowledge they have already performed the COVID-19 related work hereinafter set forth.

Scope of Services: Contractor will use funding to purchase personal protective equipment (PPE), cleaning and sanitation products or services, medical supplies, support teleworking initiatives, support workforce sanitation procedures, provide special instruction related to COVID-19, provide reimbursement for certain incurred payroll expenses, and support other COVID-19 related initiatives approved by the county and its technical advisor.

NOTICE: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given or delivered on the date of mailing, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or at any other address as may be designated in writing by the parties.

County: Jefferson County Finance Department
716 Richard Arrington Jr. Blvd. S
Hoover, Alabama 35202

Copy to: Jefferson County Manager
716 Richard Arrington Jr. Blvd. North
403 Birmingham, AL 35203

Jefferson County Attorney
716 Richard Arrington Jr. Blvd. South
320 Birmingham, AL 35203

Contractor: City of Mountain Brook
50 Church Street
Mountain Brook, AL 35213

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change or addition of any term or provision of the Contract shall be valid or binding unless as amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request made to the County and an amended agreement will be executed.

INSURANCE: The Contractor will maintain liability insurance in an amount to be determined by the County to protect the County from claims and from claims for which arise from operations under this contract. Insurance will be written by a company approved by the County, to be held in force for a period of 1 year from the date the contact is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representatives.

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

Signature

Print Name

Title

Date

STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information released or gained is to be held in strictest confidence and will not be released, disclosed, or made known to any party or parties of this agreement and will cause any of contractor's duty required by any contract, and will not be disclosed to anyone other than the contractor or any party or parties of this agreement at any time for any reason or for any reason or for any purpose, except as required by the contract required by law or mandated by a court of law.

INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an Independent Contractor and as such, the Contractor is obligated to perform its obligations under this contract in a professional manner.

This agreement is subject to the terms and conditions of applicable federal, state and local laws, and that the County will not be liable for any loss, injury or damages resulting from the Contractor's failure to comply with any law or regulation.

The Contractor shall not, prior to written agreement of performance of work, do or permit to be done in its name or by its agents, as an agent of or on behalf of the County.

NON-DISCRIMINATION POLICY: The Contractor will not discriminate against any person employed or to be employed by the contractor because of race, color, religion, sex, national origin, age, disability, or veteran status. The Contractor will ensure that qualified applicants of all races, colors, religions, national origin, ages, disabilities, or veteran status are considered for employment, promotion, and training.

MISCELLANEOUS REQUIREMENTS: Upon execution of the contract, the Contractor shall furnish the Jefferson County Finance Department with information required by the Federal COVID-19 reporting and other pertinent state laws required by the County.

TERMINATION OF CONTRACT: This contract may be terminated by the County with written notice to the Contractor for any reason at the sole discretion of the County.

No termination of this contract shall relieve the Contractor of any liability to the County for damages sustained by virtue of a breach of this Contract.

INDEMNITY: Except for costs, damages, liabilities, claims, suits, costs and expenses arising from or caused by the performance of work caused by the negligence of the Contractor or its employees, agents or representatives, and will hold harmless the County, its agents, contractors, officers, and employees.

which compensation will be claimed during the period of time this contract is being performed.

Purchase Order/Contract: The Contractor is also included to include the bid number on the evidence of insurance.

Statement of Compliance with Alabama Code Section 31-13-15. By signing this contract, the Contractor certifies that the terms of this agreement, and that they will not violate any federal, state or local law and will comply with all laws and regulations for which the Contractor is required.

MISCELLANEOUS:

a. The agreement between the parties with respect to any one or more paragraphs of this contract is not to be construed as an agreement, and in the event of any conflict hereunder, by giving written notice thereof to the County, the County may immediately terminate this contract.

b. This agreement is subject to the terms and conditions of any other public officials in this county, and any such agreement and any other party.

c. Should any of the provisions herein be found to be invalid, void or otherwise rendered, the remaining provisions shall remain in full force and effect.

d. All notices required or permitted under this agreement shall be served in writing, or by filing a copy of the notice with the County, and any notices shall be deemed to have been given or delivered on the date of mailing, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or at any other address as may be designated in writing by the parties.

Any action in any or more of the courts of law of the State of Alabama, and any such action shall be heard and determined in accordance with the laws of such court.

CONFLICT OF INTEREST: The Contractor covenants that, as a condition of the contract, the Contractor will not accept any compensation from any other government official in the County involved in the performance of this contract, which shall be cause for termination of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representatives.

CONTRACTOR: JEFFERSON COUNTY, ALABAMA

Signature

Print Name

Title

Date

JIM L. MAIN
JEFFERSON COUNTY, ALABAMA

President

City Manager

Date

June 30, 2020

MINUTE BOOK 01

APPENDIX 2
from the Coronavirus Relief Fund. It is determined that a recipient of funding from Jefferson County's allocation of the Coronavirus Relief Fund has failed to timely publish a notice in accordance with the Act. It is further determined that the disbursement of funds by the recipient is in violation of the CARES Act shall be considered as a state of the recipient owed directly to Jefferson County and shall be subject to set-off against any other amount owed by Jefferson County to the recipient.

RELOCATION

Funds received from the award that remain on balance as unspent on December 30, 2020, shall be returned to Jefferson County.

SANCTIONS

Expenditure of funds from this award in a manner not allowable or inconsistent with the law (including, without limitation, with the "Use of Fund") restrictions in the CARES Act may result in fines and/or action being taken against the recipient.

REPORTING REQUIREMENTS

Section 16211 of the CARES Act requires Jefferson County to provide the federal government with regular reports on the amount of funds received and expended from the Coronavirus Relief Fund. Jefferson County is required to report to the Federal government on a quarterly basis to ensure compliance with the CARES Act.

CERTIFICATION

Eligibility to receive funds from Jefferson County's portion of funds from the Coronavirus Relief Fund is contingent upon the recipient certifying to Jefferson County that (1) funds received will only be used for purposes listed in Section 16201 of the CARES Act and (2) the recipient shall return any portion of the funds that is not used to procure or support any other funding not to exceed 20% of the face amount of the award.

RECEIPT

The Inspector General of the Department of the Treasury is required to conduct monitoring and oversight of the receipt, disbursement, and use of funds made available to the County for the purpose of assisting with the economic impacts of the Coronavirus Relief Fund.

June 11, 2020

Jefferson County Commission

Tony Pachuta
Chief Executive Officer

Attorney General

Interim with Other Funding

Eighty days of the federal CARES Act will expire with eligible uses of other federal grants and programs. It is important that these recipients are accountable to all other federal funding for the same expenses.

The Jefferson County Commission has received, in order to continue federal funds, that enables the continuation of the CARES Act administration and recovery of funds from the CARES Act.

Available Funds

Jefferson County may request reimbursement for eligible funds that have been used for the benefit of the Jefferson County employees, either as direct payments to the employees or as payments to the employees for the benefit of the employees.

J:\Minutes & Agenda\Memorandum\2020-06-30 Minutes.doc

APPENDIX 2
**JEFFERSON COUNTY, ALABAMA**

**CORONAVIRUS RELIEF FUND MUNICIPAL REIMBURSEMENT REQUEST**

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<tr>
<td>Benefits</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Utilities</td>
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<td>Maintenance</td>
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<td>Total Expenses</td>
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<td>Total Reimbursement Requested</td>
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*Certified that the above information is true and correct.*

**JEFFERSON COUNTY APPRAISAL DISTRIBUTION**

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<th>Total Value</th>
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<tr>
<td>Total</td>
<td>$198,807.50</td>
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</tbody>
</table>

*Certified that the above information is true and correct.*

**APPENDIX 2**

**Relief Assistance to Localities**

1. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
   - Hand sanitizers, disinfectants, face masks, gloves, face shields, etc.

2. **CLINICAL AND NURSING**
   - Training programs, equipment, personal protective equipment

3. **MEDICAL**
   - Test kits, ventilators, face shields, gloves, face masks, and other medical supplies

4. **TRANSPORTATION**
   - Lounge, phones, software, computer equipment, supplies

5. **WORKPLACE SAFETY PREPARATIONS**
   - Program steps, guidelines, education, implementation

6. **TRAINING**
   - Guidelines and documentation

7. **FUNDING**
   - Any changes in government regulations regarding COVID-19

8. **STAFFING**
   - Any changes in government regulations regarding COVID-19

9. **PREPARATION**
   - Plan for future cases and scenarios

10. **FUNDING**
    - Any changes in government regulations regarding COVID-19

**Certification**

By submitting this application, the Applicant/Organization represents and attests to the following:

- The information is true and correct.
- The information is complete and accurate.
- The information is current and up-to-date.
- The information is not misleading or deceptive.
- The information is not false or fraudulent.
- The information is not in violation of any law, rule, or regulation.
- The information is not in violation of any contract, agreement, or liability.
- The information is not in violation of any order, directive, or regulation.
- The information is not in violation of any statute, law, or ordinance.
- The information is not in violation of any provision of any law, rule, or regulation.
- The information is not in violation of any term, condition, or agreement.
- The information is not in violation of any covenant, warranty, or guaranty.
- The information is not in violation of any fiduciary duty.
- The information is not in violation of any fiduciary obligation.
- The information is not in violation of any fiduciary responsibility.
- The information is not in violation of any fiduciary standard.
- The information is not in violation of any fiduciary requirement.
- The information is not in violation of any fiduciary duty of loyalty.

**APPENDIX 2**

**JEFFERSON COUNTY COVENANTS RELIEF FUND APPLICATION FOR ASSISTANCE**

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirement</th>
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<td>Certification</td>
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<td>Compliance</td>
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<td>Review</td>
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<td>Approval</td>
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<td>Funding</td>
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<td>Disbursement</td>
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<td>Monitoring</td>
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**APPENDIX 2**

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<td>Total</td>
<td>$198,807.50</td>
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*Certified that the above information is true and correct.*
June 30, 2020

MEMO

TO: Mayor, Council, and City Manager

FROM: Dana Hueson, City Planner

SUBJECT: Conditional Use for Proposed Law Firm - 1919 Cahaba Road, English Village (existing National Bank of Commerce)

Attached please find the applicant’s letter, outlining the proposed law firm in the existing National Bank of Commerce space in English Village.

The bank currently resides in 2 adjoining spaces on different parcels.

The proposal is to utilize only the space in blue (see below) for the law firm.

These nine parking spaces are on the subject site; the subject building is to code with one parking space for each 250 square feet of office. The proposed use will have 5-7 employees, and will be open Monday-Friday from 9am-5pm.

June 19, 2020

Mountain Brook City Council

RE: letter of proposed operational characteristics.

Dear Mountain Brook City Council,

Harbert Realty Services, LLC, on behalf of our client, is writing to confirm that the current zoning will allow for an established professional law firm that would be relocating from downtown Birmingham. The address of the subject property is 1919 Cahaba Road, Birmingham, AL 35223. Previous use of the building was for a bank. Proposed use would be for a professional law firm. Proposed hours of operation would be the following: Monday – Friday 9am – 5pm. Number of employees would be between 5-7. There would be 10 expected patrons per day. The real estate has 9 parking spaces on-site that would be utilized by the tenants. Employees would be expected to park in these spaces directly outside the building and any potential overflow parking for employees or patrons would be in the public lot next to Little Hardware.

Thank you for your time and consideration.

[Signatures]

Charlie Nettles
Leasing & Brokerage Associate

Norman Tyner
Executive Vice President