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 12th day of January, 2021. 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
Gerald A. Garner
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. AGENDA

1. Recognize incoming Chamber President Ricky Bromberg

2. Parks/Recreation Board [re]appointment—Shanda Williams (Resolution No. 2021-004 was added to the formal meeting agenda.)

3. Discussion about backing into public parking spaces—Seth Adams of Village Sportswear and Chief Cook (Appendix 1.) Discussion was tabled due to Mr. Adams’ absence.

4. Annexation request for vacant lot at 4851 Mills Springs Circle—Steven Boone (Ordinance No. 2096 was added to the formal meeting agenda.)

5. Second amendment to tower site sublease agreement with American Tower Asset Sub, LLC for cellular tower at the Athletic Complex—Steven Boone (Appendix 2.) This matter will be brought back for formal consideration at a future meeting of the City Council.

6. Also, added to the formal meeting agenda was Resolution Nos. 2021-005 a contract with Evans Tree Service for tree removal at the Athletic Complex and No. 2021-006 a 2021 appropriation to the City of Mountain Brook Board of Education.

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

1. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving the preparation for negotiations with group of public employees and that the City Council shall reconvene for its regular business meeting upon conclusion of the executive session. The motion was seconded by Council President Smith. The City Attorney then certified that the subject for
for discussion was allowed under Alabama Law to be discussed in executive session. 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
      Gerald A. Garner
      Lloyd C. Shelton
      Alice B. Womack

Nays: None

Abstained: None

Council President then adjourned the pre-meeting at approximately 6:30 p.m.

2. 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 videoconference on January 12, 2021, 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 January 25, 2021
I am unaware of any parking violation that would apply. This would be a moving violation when the vehicle was being operated and driven on the wrong way on a one way. A sworn officer would have to observe it when it was being operated improperly and could issue a citation if the officer did. The parking control officer cannot take enforcement action on anything but parking violations.

On Tue, Dec 22, 2020 at 10:30 AM Stewart Welch, III <stewart@welchgroup.com> wrote:

yes

CAUTION: External Email!

Is this Peticious Lane?

Sam Gaston
City Manager
City of Mountain Brook, AL.
85 Church Street
P.O. Box 13000
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

CAUTION: External Email!

Stewart. Good Morning. I had a nice conversation with our parking enforcement this morning and asked about back in parking. She said that there was nothing in the city's parking ordinance that makes this a ticketable offense. This particular case involves a car backing into a space on a one way street which means they will pull out into one way traffic going the wrong way. This also happens on Montevallo Road frequently. This means that a vehicle has to stop traffic in order to back in and then will proceed to cut across all lanes of traffic to pull out. I hope we are able to find some law that prohibits this dangerous parking situation. Thanks for your time and Merry Christmas. Seth
EXHIBIT B

FORM OF MEMORANDUM OF LEASE

[Text of form not fully legible due to image quality]

[Signatures and dates visible]
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JANUARY 12, 2021

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7:00 p.m. on the 12th day of January, 2021. 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
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

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. PRESENTATION

President Smith read aloud Proclamation No. 2021-001, Human TraffickingFree Zone” (Exhibit 1) and acknowledged the following representatives in attendance Barbara Fowler, Jan Bell, Kechia Davis and Jeff Davis.

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 December 14, 2020, regular meeting of the City Council

<table>
<thead>
<tr>
<th>Proclamation</th>
<th>Approval of the minutes of the December 14, 2020, regular meeting of the City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-001</td>
<td>Human Trafficking Awareness proclamation Exhibit 1</td>
</tr>
<tr>
<td>2021-002</td>
<td>Authorize the execution of an ADECA CDBG-CV Local Government Agreement between the City and Jefferson County Commission with respect to its ADECA CDBG-CV grant application Exhibit 2, Appendix 1</td>
</tr>
<tr>
<td>2021-003</td>
<td>Ratify a $300,000 transfer from the City’s 2020 General Fund surplus and $350,000 from the 2020 Stabilization Fund surplus to the infrastructure Capital Projects Fund (417) Exhibit 3</td>
</tr>
<tr>
<td>2021-004</td>
<td>Reappoint Meredith Waldrop to the Park and Recreation, to serve without compensation, with the term of office to end January 9, 2026 Exhibit 4, Appendix 2</td>
</tr>
</tbody>
</table>
Authorize the execution of a contractor agreement between the City and Evans Tree Service with respect to the removal of trees at the Athletic Complex

Authorize the payment of $161,490.00 from the City’s Stabilization Fund (146) to the City of Mountain Brook Board of Education to reimburse the Board for expenses incurred in fiscal 2020 for personal protective equipment, sanitation supplies and services, technology and other costs associated with the global Coronavirus pandemic

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2021-001 through 006) were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamation 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
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None
Abstained: None

Council President Smith thereupon declared that said minutes, proclamation (2021-001) and resolutions (Nos. 2021-002 through 2021-006 were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2096) TO ALTER AND REARRANGE THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY (EXHIBIT 7, APPENDIX 4)

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

Ayes: Virginia C. Smith
William S. Pritchard, III
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None
Abstained: None

The Council President Smith declared the motion passed by a vote of 5—0.
After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None
Abstained: None

The Council President Smith declared that the said ordinance (No. 2096) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. ANNOUNCEMENT

The next regular meeting of the City Council is tentative scheduled for January 25, 2021, at 7:00 p.m. (means to be announced).

5. ADJOURNMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:10 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 videoconference on January 12, 2021, 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.

EXHIBIT 1

PROCLAMATION NO. 2021-001

City of Mountain Brook Proclaimed “Human TraffickingFree Zone”

WHEREAS, the City of Mountain Brook seeks to enhance public welfare, protect public safety, and promote human flourishing for all residents and visitors by declaring that freedom from human trafficking is a fundamental human right; and

WHEREAS, human trafficking is a form of modern-day slavery in which victims are forced to work in various forms of exploitation that are induced through force, fraud or coercion. The City of Mountain Brook is committed to ensuring that our community is prepared to recognize signs of human trafficking; and
WHEREAS, the risks of human trafficking have increased during the COVID-19 pandemic. Economic turmoil, financial hardship, isolation, and the shuttering of schools and other programs have resulted in increased opportunities for human trafficking particularly online, and resulted in fewer places for victims to turn to report exploitation and fewer chances for the abuse to be recognized; and

WHEREAS, due to its isolating nature, many individuals remain unaware that trafficking is a threat to their neighborhoods, families and children. The first step in eliminating human trafficking in our community is to educate others. We must work diligently to ensure that all front-line workers, educators and first responders are aware of this issue and how to spot it and work with the Child Trafficking Solutions Project and other anti-human trafficking organizations by,

COMBATING LABOR TRAFFICKING, SERVITUDE, AND COMMERCIAL SEXUAL EXPLOITATION THROUGH COMPREHENSIVE EDUCATION OF OUR STAFF, THE IMPLEMENTATION AND ENFORCEMENT OF A ZERO-TOLERANCE POLICY AGAINST ANY ACT WHICH MAY SUPPORT HUMAN TRAFFICKING, AND SUPPORTING COLLABORATIVE COMMUNITY-BASED SOLUTIONS ACROSS A CONTINUUM THAT INCLUDES PREVENTION, RECOVERY OF VICTIMS, AND PROSECUTION OF PERPETRATORS.

NOW, THEREFORE I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim January 2021 as

Human Trafficking Awareness Month

and encourage all residents to join us in raising the visibility of this crime and to become more informed about ways to prevent, recognize and respond to potential victims of human trafficking in our community.

EXHIBIT 2

RESOLUTION NO. 2021-002

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an ADECA CDBG-CV Local Government Agreement, in the form as attached hereto as Exhibit A, between the City and Jefferson County Commission with respect to the County’s application for an ADECA CDBG-CV Grant.

APPENDIX 1
EXHIBIT 3

RESOLUTION NO. 2021-003

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby ratifies and approves the transfer of funds as follows for the year October 1, 2019 through September 30, 2020:

<table>
<thead>
<tr>
<th>Ledger Number</th>
<th>Ledger Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100-1001-0000</td>
<td>Cash-General Fund</td>
<td>$300,000.00 CR</td>
</tr>
<tr>
<td>100-1116-6946</td>
<td>Transfers-Stabilization Fund</td>
<td>350,000.00 CR</td>
</tr>
<tr>
<td>100-1116-6917</td>
<td>Transfers-Capital (Bridges and other infrastructure)</td>
<td>650,000.00 DR</td>
</tr>
<tr>
<td>146-1001-0000</td>
<td>Cash-Stabilization Fund</td>
<td>350,000.00 CR</td>
</tr>
<tr>
<td>146-3408-4810</td>
<td>Transfers-General Fund</td>
<td>350,000.00 DR</td>
</tr>
<tr>
<td>417-1001-0000</td>
<td>Cash-Capital</td>
<td>650,000.00 DR</td>
</tr>
<tr>
<td>417-3408-4810</td>
<td>Transfers-General Fund</td>
<td>650,000.00 CR</td>
</tr>
</tbody>
</table>

Transfer a $300,000.00 of the 2020 General Operations and $200,000.00 of the 2020 Stabilization Fund surplus to Capital Projects (Fund 417) for future infrastructure and sidewalk projects.

EXHIBIT 4

RESOLUTION NO. 2021-004

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Meredith Waldrop is hereby reappointed to the Park and Recreation, to serve without compensation, with the term of office to end January 9, 2026.

APPENDIX 2

EXHIBIT 5

RESOLUTION NO. 2021-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized and directed to execute, for and on behalf of the City Council, a contractor agreement between the City and Evans Tree Service, in the form as attached hereto as Exhibit A, subject to such revisions as may be determined appropriate by the City Attorney with respect to the removal of trees at the Athletic Complex.

APPENDIX 3

EXHIBIT 6

RESOLUTION NO. 2021-006

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment of $161,492.90 from the City’s Stabilization Fund (146) to the City of Mountain Brook Board of Education to reimburse the Board for expenses incurred in fiscal 2020 for personal protective equipment, sanitation supplies and services, technology and other costs associated with the global Coronavirus pandemic.
ORDINANCE NO. 2096

4851 Mill Springs Circle, 35223
23-00-36-3-001-003.000
1.74+/- acres

AN ORDINANCE TO ALTER AND REARRANGE
THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA,
SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER
TERRITORY CONTIGUOUS TO SAID CITY

WHEREAS, Brian Thomas Gregory and Caitlin Skislak Gregory ("Petitioners") have caused to be
signed and filed a written petition with the City of Mountain Brook, an incorporated municipality located in
the State of Alabama (the "City"), stating that the Petitioner is the owner of the hereinafter described property
which is contiguous to the city limits of the City and that no part of the Property is within the corporate limits
of any other municipality, and asking that the Property be annexed to the City pursuant to § 11-42-21, et seq.,

WHEREAS, the petition contained an accurate description of the property and the signatures of all the
owners of the property or persons with legal authority to act therefor, and the petition was accompanied by a
map of the property showing its relationship to the corporate limits of the City; and

WHEREAS, the City Council has determined that the property is contiguous to the City and that no
part of the property is within the corporate limits of any other municipality; and

WHEREAS, to induce the City to annex the property, the Petitioners have agreed to subject the
property to certain restrictive covenants; and

WHEREAS, the City Council has determined that, if the property is made subject to the covenants, it
will be in the public interest that the property be annexed to the City;

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

Section 1. Alteration of Corporate Limits. That under the provisions of the Code of Alabama (1975)
§ 11-42-21, the corporate limits of the City of Mountain Brook, Alabama, be, and the same are altered and
rearranged so as to include, in addition to the territory already within the corporate limits of said City, the
Property described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are
attached hereto and made a part hereof, which Property is contiguous to said City of Mountain Brook,
Alabama, and not within the corporate limits of any other municipality.

Section 2. Zoning. The zoning of the Property described in Exhibit "A" attached hereto will be
temporarily assigned to the zoning district set forth in City of Mountain Brook Ordinance No. 1347.

Section 3. 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. If any
part, section, or subdivision of this ordinance or documents, map, or petition to which it may refer shall be held
unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed
to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 4. Publication. The City Clerk shall file a certified copy of the Property described in Exhibit
"A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the
Property is located, and also cause a copy of this ordinance to be published as provided by law.

Section 5. Effective Date. This ordinance shall be effective upon its publication as provided by law
and upon restrictive covenants, in a form similar to Exhibit "C" attached hereto, binding upon the owners and
all successors in title thereto, being executed and recorded in the Probate Court of Jefferson County, Alabama, no later than January 18, 2021.

**Section 6. 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.

**APPENDIX 4**
ADECA CDBG-CV GRANT APPLICATION

1. Impact Assessment

Jefferson County has been the epicenter of COVID-19 in the State's most populous county. The COVID-19 pandemic has affected the health of Jefferson County residents and its economic future. The COVID-19 pandemic has affected the health of Jefferson County residents and its economic future.

As of December 1st, Jefferson County had 412 confirmed cases of COVID-19, including 15 deaths. The county has incurred significant medical expenses due to the pandemic.

2. Project Description

The project is to provide funding for the construction of a new hospital that will provide medical services to the residents of Jefferson County.

3. Community Benefits

The new hospital will provide much-needed medical services to the residents of Jefferson County, improving overall health and quality of life.

4. Local Government Support

The Jefferson County Commission has approved the project and has committed to providing the necessary funds to ensure its successful completion.

5. Conclusion

The project will not only benefit the residents of Jefferson County but also contribute to the state's overall economic growth. The new hospital will provide much-needed medical services to the residents, improving overall health and quality of life.
COVID-19 pandemic and other infectious diseases. The county believed these actions in order to both address the immediate need to provide to prevent the spread of COVID-19. County staff were trained to assist in the implementation of the county's response plan.

Regarding food insecurity, Jefferson County is in a similar situation. The county is home to many food banks and food pantries that are providing essential food to those in need. The county also provides financial assistance to families in need through its Social Services Department. The county is also working with local organizations to ensure that food is available to those in need.

Regarding housing stability, Jefferson County is working closely with local housing agencies to provide resources to those in need. The county is also working to ensure that individuals have access to affordable housing options. The county is also working with local organizations to provide resources to those in need of housing assistance.

Regarding job services, Jefferson County is providing job training and placement services to help individuals find employment. The county is also working with local organizations to provide resources to those in need of job training and placement services.

Regarding mental health services, Jefferson County is providing mental health services to those in need. The county is also working with local organizations to provide resources to those in need of mental health services.

Regarding other needs, Jefferson County is working closely with local organizations to provide resources to those in need. The county is also working to ensure that individuals have access to other essential services such as transportation and childcare.

Jefferson County is actively working to ensure that all residents have access to the resources they need during this time of need. The county recognizes that this is an uncertain time and is committed to providing support to those in need.

Alphabetical Index

- COVID-19
- Economic Development
- Food Insecurity
- Housing Stability
- Job Services
- Mental Health Services
- Other Needs

For more information, visit the Jefferson County website at www.jeffersoncountyalabama.gov.
I have attached the info for the Park Board recommendations. The council that recommended are the council members of Meredith and Stu and I. I am happy to see our open seats representatives and having this perspective is important with the council we are doing.

We will not have another open seat until next January. Several of our Park Board members do not have all the applicants on the semester, I plan to include the other applicants in some of the Park Board meetings so we can meet them and not be intimidating.

That has been done this past year with Codi and having several openings each other.

Shonda Williams
Parks & Recreation Superintendent
City of Mountain Brook
2400 Lakeshore Drive
Mountain Brook, AL 35223
(205) 830-4877

City of Mountain Brook Website
Mountain Brook Parks and Recreation Website Page

Meredith Waldrop
Parks and Recreation Superintendent
City of Mountain Brook
2400 Lakeshore Drive
Mountain Brook, AL 35223
(205) 830-4877

City of Mountain Brook Website
Mountain Brook Parks and Recreation Website Page

City of Mountain Brook
Public Service Application

Date: January 4, 2021

To: Council Members

From: Shonda Williams, Parks and Recreation

Subject: Park Board Appointment

Meredith Waldrop's first term on the Park Board expired on January 3, 2021.

As with all my terms, the council must review the position and eligible applicants to determine who will be the best fit for the board going forward with the new term. To aid in this decision, we have developed a new application process for those interested in serving as any of the city boards or commissions. The application is given an interview chance to describe their interests in the specific board/commission and how they think they would be beneficial to the boards or commissions.

I have attached the applications we received from the Park Board, City Commission, and Social Services. All four have experiences and qualifications that would benefit the Park Board.

The Park Board submitted their recommendations individually and all of the responses were in favor of re-applying Meredith Waldrop for a second term. She is very active with various groups and clubs and has been helpful in activities concerning the upkeep of our parks and facilities.

Please consider her for a second term on the Park Board.

Shonda Williams
Parks & Recreation Superintendent
City of Mountain Brook
2400 Lakeshore Drive
Mountain Brook, AL 35223
(205) 830-4877

City of Mountain Brook Website
Mountain Brook Parks and Recreation Website Page

MINUTE BOOK 01
2021-004
MINUTE BOOK 91

CONTRACTOR AGREEMENT

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

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

Name of Project: Cut Trees at the Mountain Brook Athletic Complex
Site of Project: Mountain Brook Athletic Complex at Mountain Brook High School
1480 Birmingham Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 4, 2023 Contractor Proposal) that is attached and incorporated herein.

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

4. Term/termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect up to two (2) months from the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A. Notwithstanding the provisions immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City (hereinafter is "Default") and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of notice. The failure of the Contractor to timely perform the Work shall be deemed an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. Contract Price/Invoices/Receipts. Unless otherwise stated in the Special Conditions on Exhibit A or agreed to in a writing signed by the Parties, City will pay Contractor the lump sum amount of Twenty-Five thousand and 09/100 Dollars ($25,095.00) as compensation for performing the Work (the "Contract Price"). Unless agreed to in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

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

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

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

(b) that is, and all of its employees or any subcontractors (if authorized), will perform in accordance with all laws, rules and regulations that are applicable to the Project;

(c) that before commencing the Work, as its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City, if applicable, "licensing." Contractor further agrees to maintain such Licenses throughout the performance of the Project;

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

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

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

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


(a) insurance. For the duration of this Agreement and the time not less than sixty (60) days before the submission of a bid for the Work, Contractor, at its expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall not exclude coverage for personal/automobile, generators, personal property, or property damage;

(ii) Automobile Liability: Automobile Liability Covering owned and hired vehicles operated with policy limits not less than Seventy Hundred Thousand Dollars ($700,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employee's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence.

The Contractor may satisfy their insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City with evidence of coverage sufficient to meet the requirements in this section. The certificate shall name the City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

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

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

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

8. Project Representatives. Each Party shall appoint and designate on Exhibit A its representative who shall be the City representative for all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notices required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personal delivery on receipt thereof.


a. This Agreement which is comprised of this instrument, the City Scope of Work and the January 4, 2023 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

c. Any assignment or delegation on the part of City in exercising any of its rights under this Agreement shall not be executed as a waiver of such rights. No terms of this Agreement shall be varied unless expressly waived in writing.

January 12, 2021
d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the De minimis-Non-Human Alabama Taxpayer and Citizen Protection Act, §§11-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the I-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the I-Verify program. During the performance of this Agreement, the Contractor shall participate in the I-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the I-Verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)
MINUTE BOOK 91

The City of Mountain Brook would like approximately 75 trees cut from behind the baseball and softball fields labeled fields 2, 5, 6, and 7.

- Field 2 or the Varsity Baseball Field: 3 marked trees to be cut and removed.
- Field 5: Cut and remove about 9 marked trees.
- Field 6: Cut and leave approximately 29 trees. Cut trees will be cut up and dispersed onsite to be as presentable as possible and encourage quicker decay.
- Field 7 or the Varsity Softball Field: Cut and leave approximately 35 trees in the same manner stated for field 6. Approximately 9 stumps behind center field on the flat area.

Work will be scheduled as soon as possible to work around other contractors and be finished before Spring Season begins in February.

Appendix 3

$25,050.00

1017

Estimate

Shanta Williams
City of Mountain Brook
3600 Bethune Drive
Mountain Brook, AL 35223

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>CYT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Tree Removal</td>
<td>Cut and haul off 28 trees identified behind the softball field</td>
<td>1</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td>Tree Removal</td>
<td>Cut and haul off 28 trees identified behind the baseball field outfield fence</td>
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<td>8,750.00</td>
<td>8,750.00</td>
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<tr>
<td></td>
<td>Tree Removal</td>
<td>Cut and haul off 9 trees identified behind the batting cage</td>
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<td>3,900.00</td>
<td>3,900.00</td>
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<tr>
<td></td>
<td>Tree Removal</td>
<td>Cut and haul off 3 trees identified behind the HS baseball field</td>
<td>1</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td></td>
<td>Miscellaneou</td>
<td>Shaping of softball field</td>
<td>1</td>
<td>900.00</td>
<td>900.00</td>
</tr>
<tr>
<td></td>
<td>Stump Removal</td>
<td>Grind 9 stumps behind softball field that would be in the flat area</td>
<td>1</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
</tbody>
</table>

1208

01/04/2021
AN ORDINANCE TO ALTER AND REASSIGN THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CIT.

WHEREAS, Brian Thomas Gregory and Callin Shailagh Gregory ("Petitioners") have ceased to be along and filed a written petition with the City of Mountain Brook, an incorporated municipality located in the State of Alabama (the "City"), stating that the Petitioner is the owner of the hereinafter described property which is contiguous to the city limits of the City and that no part of the Property is within the corporate limits of any other municipality, and asking that the Property be annexed to the City pursuant to § 11-42-21, et seq., Code of Alabama (1975);

WHEREAS, the petition contained an accurate description of the property and the signatures of all the owners of the property or persons with legal authority to act therefor, and the petition was accompanied by a map of the property showing the relationship to the corporate limits of the City and

WHEREAS, the City Council has determined that the property is contiguous to the City and that no part of the property is within the corporate limits of any other municipality and

WHEREAS, to induce the City to annex the property, the Petitioners have agreed to subject the property to certain restrictive covenants, and

WHEREAS, the City Council has determined that, if the property is made subject to the covenants, it will be in the public interest that the property be annexed to the City;

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

Section 1. Abatement of Corporate Limits. That under the provisions of the Code of Alabama (1975) § 11-42-21, the corporate limits of the City of Mountain Brook, Alabama, be, and the same are altered and reduced so as to include, in addition to the territory already within the corporate limits of said City, the property described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are attached hereto and made a part hereof, which Property is contiguous to said City of Mountain Brook, Alabama, and not within the corporate limits of any other municipality.

Section 2. Zoning. The zoning of the Property described in Exhibit "A" attached hereto will be temporarily assigned to the zoning district set forth in City of Mountain Brook Ordinance No. 1347.

CERTIFICATION

I, Steven Bonn, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its regular meeting on the 12th day of January, 2021, as same appears in the minutes of record of said meeting and published by posting copies thereof on the 18th day of January, 2021, in the following public places, which copies remained posted for five (5) days as provided by law:

City Hall, 50 Church Street
Gideon Flannery, 2850 Calaba Road
Overtown Park, 3020 Overtown Road
Calaba River Walk, 3010 Overtown Road

TO THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA:

The undersigned (the owner) of the property described in Exhibit A attached hereto ("Property") which is contiguous to the corporate limits of the City of Mountain Brook, a municipal corporation in the State of Alabama ("City"). No part of the Property is within the corporate limits or police jurisdiction of any other municipality. (I) (We) hereby file this petition with the City Clerk of the City and request that the Property be annexed to the City, pursuant to the Code of Alabama 1975, §11-42-21, et seq. A map of the Property, which shows its relationship to the corporate limits of the City, is attached hereto as Exhibit B.

In witness whereof, the undersigned (has) signed this petition on the 5th day of January, 2021.

[Signatures]

(proprietor or type name on this line)

(proprietor or type name on this line)
MINUTE BOOK 91

This instrument prepared by:
N. Kent Brown
Newman & Associates, P.C.
2395 Grandview Pkwy, #230
Huntsville, Alabama 35824
DV 2009 0188

WARRANTY DEED

State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of $110,000.00, the amount which may be certified by the County Auditor, to be paid to and received by the undersigned, Susan Whithouse, an unmarried woman; Scott Whithouse, an unmarried man; and Bryan Whitehouse, an unmarried man, whose address is 401 Mill Springs Circle, Mountain Brook, AL 35223 (hereinafter "Grantee"), and all persons, who shall be the heirs, executors, administrators, or assigns of the said Susan Whithouse, the heirs, executors, administrators, or assigns of the said Scott Whithouse, and the heirs, executors, administrators, or assigns of the said Bryan Whitehouse, forever and to all intents and purposes, the said Susan Whithouse, Scott Whithouse, and Bryan Whitehouse are the sole surviving heirs at law of Randall S. Whitehouse, Randal S. Whitehouse, Randall S. Whitehouse, and Randall S. Whitehouse death on or about January 6, 2021.

TO HAVE AND TO HOLD, unto the said Grantee, and the Grantee's heirs, successors, administrators, and assigns forever. The Grantee does for Grantee and for the said Grantee's heirs, successors, administrators, and assigns, covenant, warrant and defend the same to the said Grantee, and Grantee's heirs, successors, and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantee have set their signatures and seals on this 11th day of December, 2020.

Susan Whithouse
Scott Whithouse
Bryan Whitehouse

STATE OF ALABAMA
COUNTY OF HENNFORD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify, SUSAN WHITHOUSE, SCOTT WHITHOUSE, AND BRYAN WHITEHOUSE, whose names are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, said instrument to be a true and correct copy of the instrument heretofore executed by the said Susan Whithouse, the Grantee, on this 11th day of December, 2020.

Given under my hand and official seal on this 11th day of December, 2020.

Notary Public
STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Brian Cai + Caihun Gou is the owner of the following described real property, located in Jefferson County, Alabama, with an address of 4851 Mill SPRING CT., MONTROSE, ALABAMA, particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B", which are attached hereto and made a part hereof; and

WHEREAS, the undersigned desire to subject said Property with the conditions, limitations, and restrictions hereinafter set forth.

The undersigned does hereby expressly enjoin the following restrictive and protective covenants, conditions, covenants, and limitations on the real property hereinafter described in Exhibit A attached hereto:

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

A. The Property shall be used for single-family residential purposes only and for no other use or purpose.

B. Any residence constructed on the Property shall contain a minimum of 1,500 square feet of heated and cooled area.

C. The exterior of the residence constructed on the Property must be of brick or other masonry, and such residence shall have a pitched roof.

D. The residence constructed must contain a minimum of a two (2) car garage or parking area within a basement.

E. The Property shall not be further subdivided.

II. GENERAL PROVISIONS.

A. The Owner of the Property shall use his or her best efforts to prevent the development or occurrence of any unsightly, unclean, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.

B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain from the building line forward and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property.

C. No vegetables or other crops may be grown on the front yard of any house on the Property.

D. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units.

E. No structure of temporary character such as a trailer, mobile home, manufactured home, double-wide manufactured home, tent, or shack shall be used as a residence either temporarily or permanently.

III. GENERAL PROVISIONS.

A. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect in all matters and respects.

B. The covenants and restrictions herein shall enure to the benefit of the land described above and shall run with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or the City of Mountain Brook, Alabama, (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain an action in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

C. The restrictions, covenants and provisions contained herein shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, after which time said restrictive covenants and provisions shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned, (owner(s)) who are the duly authorized, executes this Declaration of Protective Covenants on the ___ day of

ATTEST:

Signature

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority to said county and state hereby certify that

the above written instrument is true and correct.

December 2020

[Signature]

Notary Public

My commission expires May 2024

[Signature]

[Signature]
QUESTIONNAIRE WITH RESPECT TO ANNEXATION OF PROPERTY

1. Print name(s) of property owner(s).
   • Brian Gregory
   • Caitlin Gregory

2. Insert the attached Schedule 1 the legal description of the property owned by the undersigned for which an annexation petition has been filed ("Property").

3. Provide the following information about the Property:
   a. Address: 18851 Mill Springs Cir.
      Mountain View, CA 95063
   b. Size of property: 1.94 acres, or
      square feet
   c. Number of residents: 2
   d. Number of residents of voting age (18 years of age and older): 2
   e. Number of registered voters: 2

4. Provide the following information with respect to each person residing on the Property who is under the age of 22 years. If more than one such person resides on the Property, use an additional sheet, if necessary, to provide information for such additional person(s).
   a. Name: N/A
   b. Age: ______
   c. Grade in school, during the current school term: ______
   d. School presently attended: ______

5. What is the present use of the Property?
   - Single family home

6. What is the anticipated use of the Property?
   - Single family home

7. Is the Property under contract with the City of Mountain View for fire protection services?
   - Yes [ ] No [X]

---

CUSTOMER INFORMATION

TRANSACTION INFORMATION

CITY OF MOUNTAIN VIEW

From: GREGORY BRIAN
To: MOUNTAIN BROOK CITY OF C.

RECEIVING FEE: $95.00
ARCHIVAL FEE: $95.00
Document Total: $190.00

ORD AND PETITION FORMANNEXATION INSTRUMENT: 3021509456

PAYMENT CHECK: $190.00

Total Payments: $190.00
Change: $0.00
Balance: $0.00

January 12, 2021
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