

**REGULAR MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

JULY 13, 2020, 7:00 P.M.

As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19, public gatherings of 10 or more are generally not permitted without adequate social distancing. Should anyone wish to listen, observe or participate in the City Council meeting of July 13, 2020 at 7:00 p.m., please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 07132020).

1. Proclamation(s) recognizing Mike Cobb and Scooter Hammers, 30-year co-owners of Crestline Pharmacy, upon the occasion of their retirement.
2. Approval of the June 22, 2020, minutes of the regular meeting of the City Council.
3. Approval of the June 29, 2020, minutes of the special meeting of the City Council.
4. Approval of the June 30, 2020, minutes of the special meeting of the City Council.
5. Consideration: Resolution authorizing the establishment of an Iberia Bank checking account for the recently amended and restated City of Mountain Brook Flexible Benefit Plan (Resolution No. 2020-088).
6. Consideration: Resolution declaring four [Library] chairs surplus and authorizing their sale by way of public Internet auction or disposal if not sold at said auction.
7. Consideration: Resolution authorizing the execution of an agreement for the installation of a water fountain at the Irondale Furnace park.
8. Consideration: Resolution considering the extension (or non-renewal) of the conditional use for Chester's International Test Kitchen located at 2037 Cahaba Road.
9. Announcement: The next regular meeting of the City Council is July 27, 2020, at 7:00 p.m. (means and location to be announced).
10. Adjourn.

PROCLAMATION

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

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

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

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

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

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

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

Stewart H. Welch III, Mayor

2020-103

PROCLAMATION

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

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

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

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

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

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

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

Stewart H. Welch III, Mayor

2020-104

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 22, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means. The elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 5:45 p.m. on the 22nd day of June, 2020. The Council President called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Overton Road traffic study discussion on options—Richard Caudle and Mike Kaczorowski (Appendix 1). The matter will not be pursued further at this time.
2. Mountain Brook Safer at Home Plan (The elected officials expressed their individual opinions that City Hall should remained closed to the public (except by appointment) and that employees continue working from home when possible and that essential services continue to be conducted by mail, email, telephone, facsimile and other remote means until further notice.)
3. Conditional Use at 2037 Cahaba Road for Chester International, LLC—Dana Hazen (Appendix 2). There was some discussion about whether to notify the landlord and tenant that the conditional use will expire in January 2021 or, considering the business disruptions caused by the pandemic and the possible lack of demand for the space, granting a 12-month extension of the conditional use. The matter was tabled for discussion purposes until the July 13, 2020, meeting of the City Council.
4. South Brookwood Road drainage project update—Mark Simpson with Schoel Engineering. (Bids will be opened at 10 a.m. on June 29, 2020. It is expected that the City Council shall call a special meeting to award the bid to expedite the project with the goal of completing it prior to the start of school tentatively scheduled for August 11, 2020.)
5. Appoint Brooks Sanders to the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-089 was added to the formal meeting agenda.)
6. Appoint David Lyles as a supernumerary member of the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-090 was added to the formal meeting agenda.)

7. Appoint Mary Evelyn McKee as a supernumerary member of the Board of Landscape Design to serve without compensation through June 22, 2023. (Resolution No. 2020-091 was added to the formal meeting agenda.)
8. Request by the owner of Brick and Tin Restaurant to add outdoor seating on Culver Road— Dana Hazen and Mauricio Papapeitro. (Resolution No. 2020-096 was added to the formal meeting agenda.)
9. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss security plans, procedures, assessments and measures and/or security or safety of persons, structures, facilities the public disclosures of which could reasonably be expected to be detrimental to public safety or welfare. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Smith. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 by Internet video conference. The pre-meeting was then adjourned (and the video conference ended) at approximately 6:45 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet teleconference on June 22, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk Approved by
 City Council July 13 2020

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 22, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means. The elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7 p.m. on the 22nd day of June, 2020. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the June 8, 2020, regular meeting of the City Council

2020-087	Authorize the application for CARES Act COVID-19 Disaster Relief financial assistance through the Jefferson County Commission	Exhibit 1, Appendix 1
2020-088	Amend the City's IRC Section 125 Cafeteria Plan (Flexible Spending Account, Dependent Care and Unreimbursed Medical) effective October 1, 2020, and authorize the execution of an administration agreement between the City and BeneTech Administrators, Inc.	Exhibit 2, Appendix 2
2020-089	Appoint Brooks Sanders to the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023	Exhibit 3, Appendix 3
2020-090	Appoint David Lyles as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end June 22, 2023	Exhibit 4, Appendix 4
2020-091	Appoint Mary Evelyn McKee as a supernumerary member of the Board of Landscape Design of the City of Mountain Brook,	Exhibit 5, Appendix 5

to serve without compensation, with the term of office to end June 22, 2023

2020-092	Accept the professional services proposal of Schoel Engineering with respect to Mountain Brook Junior High flooding study problem	Exhibit 6, Appendix 6
2020-093	Authorize the execution of a contractor agreement for the installation of a guardrail on Mountain Brook Parkway	Exhibit 7, Appendix 7
2020-095	Award the bid to Meadows Contracting, Inc. for mall security improvements at City Hall and authorize the execution of a construction contract for same	Exhibit 8, Appendix 8
2020-096	Approve the temporary outdoor seating using four (4) public parking spaces pursuant to the submitted seating subject to specified conditions	Exhibit 9, Appendix 9

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

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

Nays: None

Abstained: None

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

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

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

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

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

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

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

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black

Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0. The Council President Smith declared that the said resolution (No. 2020-094) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENTS

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

4. ADJOURNEMENT

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

5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on June 22, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council July 13, 2020

EXHIBIT 1

RESOLUTION NO. 2020-087

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

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

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

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

1. The expenditures submitted for reimbursement have been used to cover costs necessary to prevent, prepare for, and respond to the COVID-19 public health emergency
2. The expenditures incurred were not accounted for the City's budget as of March 27, 2020
3. All expenditures submitted for reimbursement shall have been incurred between March 1, 2020 and December 31, 2020

**MINUTES OF THE SPECIAL OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 29, 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 8:30 a.m. on the 29th 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 AN ORDINANCE (NO. 2071) 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 1)

The ordinance was introduced in writing by Council President Smith who described the intent of the ordinance is to give business owners some cover in their enforcement efforts by being able to tell their patrons that if they do not enforce the County Health Officers face mask order the business faces the risk of having the City revoke their business license.

Mayor Welch:

- The City needs to create success in the implementation of the new face covering order or risk seeing another round of business closures
- The issue has become very polarized with people taking strong positions for and against the face covering requirement. The City does not want to place business owners in the middle of these debates and views this ordinance as giving them some protection as they require their employees, patrons and visitors to wear face coverings.
- If the required face covering initiative is going to be successful in stemming the spread of the virus it will be due to the efforts of the business owners/operators
- If the ordinance is not passed today, the elected officials need to discuss how it intends the Police Department to respond to complaints about people not wearing face coverings
- Violators will likely first receive a warning, followed by a suspension of their license. Revocation of the license is the last resort.

The ordinance allows some discretion on the part of the City Council in its license revocation proceedings.

Business owners will be notified that the ordinance is intended to serve as a support tool and not to be punitive and that the City expects business owners to enforce the face covering order.

Chief Cook:

- Police officers will continue to enforce by educating the public
- The ordinance does not include a law enforcement component
- If patrons do not comply with the business owners' instructions, a secondary charge may be in order that does include a law enforcement element.

Council member Shelton:

- Does not like putting the business owners in an adversarial position with their patrons
- Understands the need for the face mask order and supports the City's efforts to assist businesses with their enforcement efforts

Council President Pro Tempore Pritchard stated that he thinks this ordinance will help rather than hurt businesses and thinks that it will be well received by the business community.

Businesses are not required to provide their patrons with face masks.

There being no further comments or questions, President Smith called for a motion. Council President Pro Tempore Prichard 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 Black. 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 member Black 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. 2071) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

2. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 9:10 a.m.

3. 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 29, 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

ORDINANCE NO. 2071

AMEND SEC. 26 OF THE CITY CODE WITH RESPECT TO BUSINESSES REQUIRING THE USE OF FACE COVERINGS PURSUANT TO AN EMERGENCY ORDER ISSUED 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 Order of June 26, 2020 due to the continued widespread community spread of COVID-19 in Jefferson County over the last week; and

WHEREAS, the Order applies 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 Order dated June 26, 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.

**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.

2. CONSIDERATION OF A RESOLUTION (NO. 2020-098 AUTHORIZING THE EXECUTION OF A COVID-19/CARES ACT SUBGRANT AGREEMENT BETWEEN THE CITY AND JEFFERSON COUNTY COMMISSION (EXHIBIT 2, APPENDIX 2))

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.

3. CONSIDERATION OF A RESOLUTION (NO. 2020-099) APPROVING A [PROFESSIONAL] CONDITIONAL USE APPLICATION FOR THE PROPERTY LOCATED AT 1919 CAHABA ROAD (EXHIBIT 3, APPENDIX 3)

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 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.

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 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

Corporate Authorization Resolution

IBERIABANK
 Birmingham AL Market
 2340 Woodcrest Place
 Birmingham, AL 35209-0000

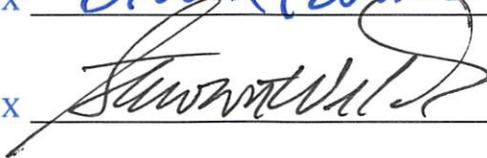
By: CITY OF MOUNTAIN BROOK
 BeneTech FSA
 56 CHURCH ST
 MOUNTAIN BRK, AL 35213-3733

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of ALABAMA, Federal Employer I.D. Number 63-6001325, engaged in business under the trade name of CITY OF MOUNTAIN BROOK, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature		Facsimile Signature <small>(if used)</small>		
STEVEN L BOONE		X		X	_____
A. _____	X	_____	X	_____	_____
STEWART H WELCH III		X		X	_____
B. _____	X	_____	X	_____	_____
C. _____	X	_____	X	_____	_____
D. _____	X	_____	X	_____	_____
E. _____	X	_____	X	_____	_____
F. _____	X	_____	X	_____	_____

2020-100

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

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
A, B	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	01
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ = all prior dates _____. If not completed, all resolutions remain in effect.

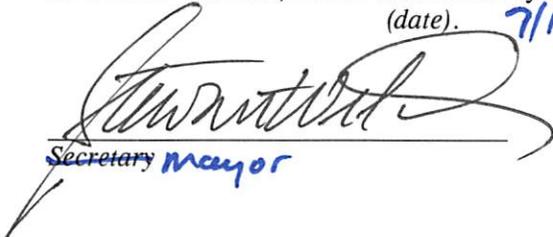
Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on

(date). 7/13/2020


Secretary Mayor


Attest by One Other Officer
STEVEN L BOONE City Clerk

For Financial Institution Use Only		
Acknowledged and received on	06/10/2020	(date) <u>JBLACKSH</u> (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated		
Comments: 20002170108-D 06/10/2020		

RESOLUTION NO. 2020-101

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

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

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

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

ADOPTED: This 13th day of July, 2020.

Council President

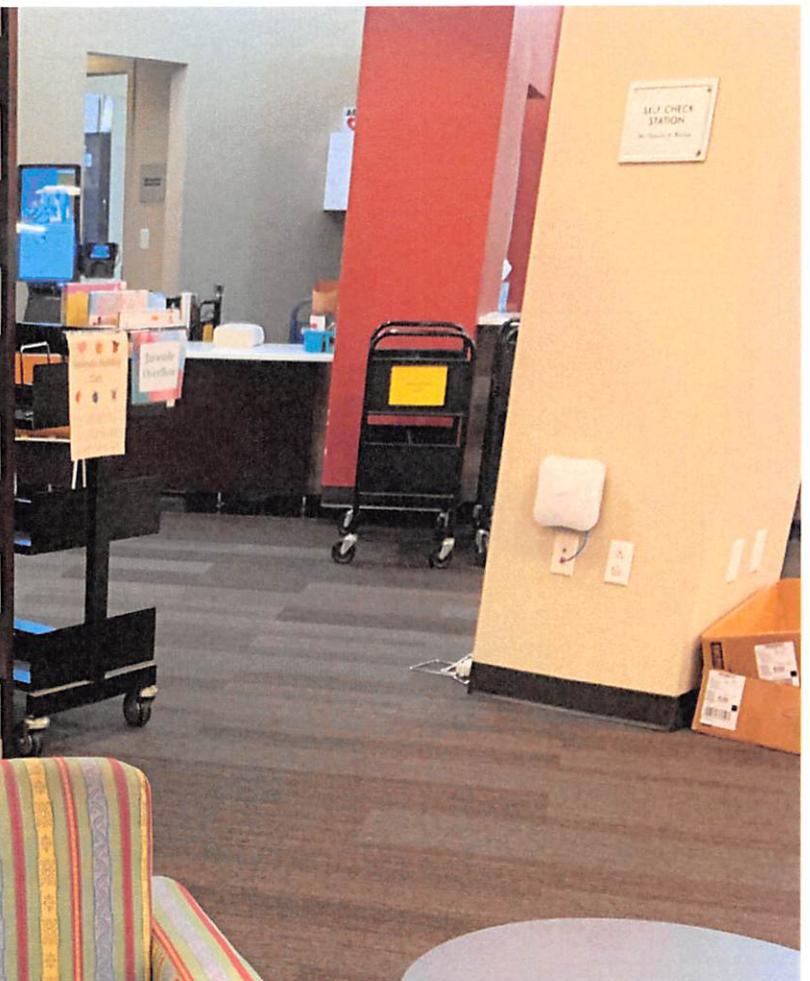
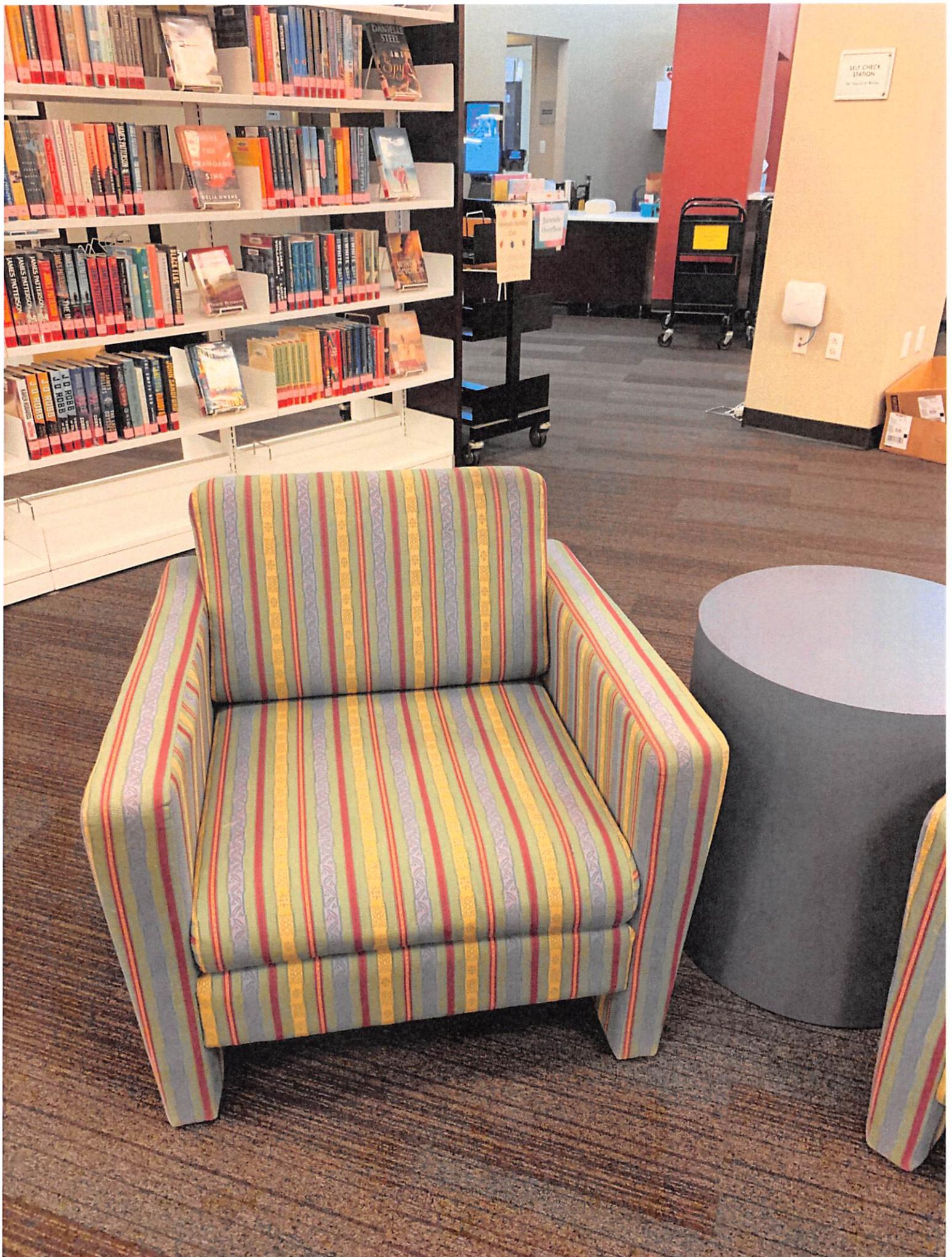
APPROVED: This 13th day of July, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 13, 2020, as same appears in the minutes of record of said meeting.

City Clerk





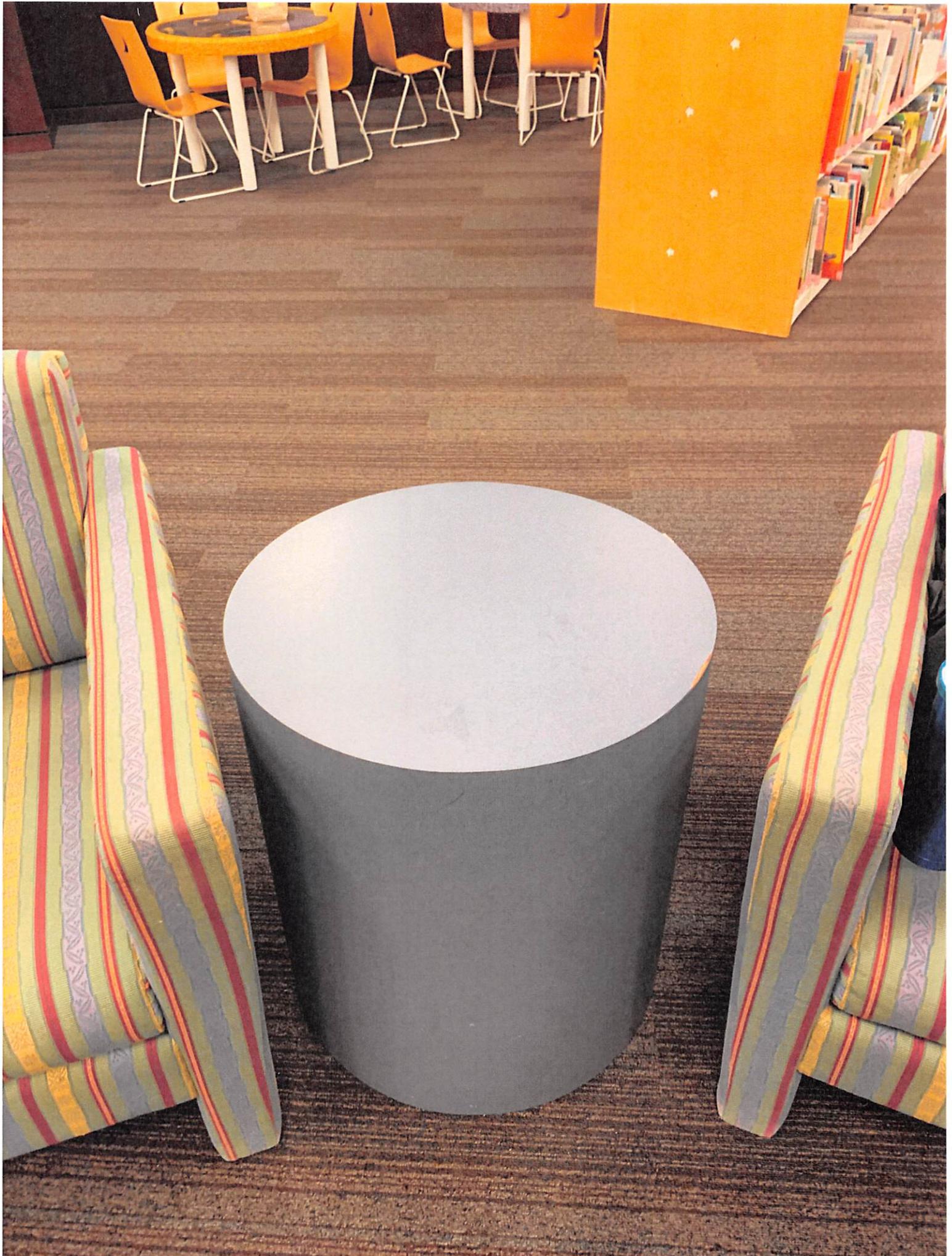




Jacket not included

SELF CHECK
STATION





RESOLUTION NO. 2020-102

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Contractor Agreement between City and Advance Plumbing Company, in the form as attached hereto as Exhibit A, with respect to the installation of drinking fountain at Irondale Furnace park.

ADOPTED: This 13th day of July, 2020.

Council President

APPROVED: This 13th day of July, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 13, 2020, as same appears in the minutes of record of said meeting.

City Clerk

Date: July 10, 2020

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Install Drinking Fountain at the Irondale Furnace

State Representative David Faulkner was kind enough to secure state funds for us to purchase a drinking fountain to be placed at the Irondale Furnace. The fountain is exactly like the one we placed at Mountain Brook Elementary. It has a traditional drinking fountain, a bottle filler, and a dog bowl at the bottom. Picture is below.

I am requesting that you approve the following contract with Advance Plumbing to supply water to the fountain.

We will tap the water line at the entrance to the trail off of Stone River Road and place the drinking fountain a little further up the trail by a bench. This water service will require an above ground backflow preventer which we plan to cover with a fake rock, much like the one at Jemison Park.

The Cherokee Rose Garden Club has shown interest in helping us landscape around the fake rock and the drinking fountain. This project has become a group project and will be much appreciated by the trail users.

CONTRACTOR AGREEMENT

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

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

Name of Project: Install Drinking Fountain and New Water Service

Site of Project: Irondale Furnace Trail
4143 Stone River Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and **June 16, 2020** Contractor Proposal) that is attached and incorporated herein.

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

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to four (4) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of **Seven Thousand Three Hundred Dollars (\$7,300.00)** as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized

representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

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 Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the 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 expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

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

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

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

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

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

control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

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

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the **June 16, 2020** 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 contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

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

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

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the

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

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

COMPANY NAME

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and June 16, 2020 Contractor Proposal

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate **11 week period** after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Jonathon White
101 Vulcan Park Drive
Hueytown, AL 35023
Email: adandr@bellsouth.net
Day Tel #: 205-497-0354

4. Special Conditions.

Advance Plumbing Company Inc

101 Vulcan Park Dr
 Hueytown, AL 35023
 Phone 205 497-0354

Estimate

Date	Estimate #
6/16/2020	1085

Name / Address
Mountain Brook Park & Recreation 3690 Bethune Drive Mountain Brook, AL 35213

Project

Description	Qty	Rate	Total
Estimate #2 Irondale Furnace Price is to dig up water main for tap, set meter, back-flow preventer, and run a 1" pex service to owner supplied water fountain approximately 40' from tap. Price does not include a hot box for back-flow		7,300.00	7,300.00
Thank you for your business.		Total	\$7,300.00

New Meter and Drinking Fountain Installation

Project Address: Irondale Furnace Trail, 4143 Stone River Road

Project Start Date: approximately July 14, 2020.

Project Contact: Shanda Williams, Mountain Brook Parks and Recreation
williamssh@mtnbrook.org 205-802-3879

Project Description:

Work with BWWB to provide and install a new meter and RPZ backflow preventer.

- The water line is on the same side of the road as the trail, but under a concrete drive. Please cut the concrete cleanly and we will replace the concrete. You will need to backfill the hole.
- You will need to supply the RPZ backflow preventer.
- The meter and RPZ can be installed within approximately 10 feet from the tap, behind the park sign. There are flowers in this area that need to be removed or protected. We will aid in this, but ask for your cooperation in caring for any remaining plants.
- Please list the standard RPZ cover as an optional cost. We prefer to use a decorative (rock)cover if you can provide a cost for that as well.
- Do not include BWWB tap fee of \$1768. We have paid that already.

Install Drinking Fountain to manufacturer specifications

- Elkay Model LK4420BF1UDB (provided)
- Installed within approximately 30 ft from the RPZ.
- A 5 ft x 6ft concrete base that is level with the ground for ADA compliance will need to be installed
- Use Pex where applicable
- Backfill the trench. We will replace the trail gravel.

Site and Fountain Photos:





CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: June 22, 2020

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

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

On May 22, 2017, the city council approved a temporary office use/test kitchen for Chester's International. The use is set to expire on either the date of lease expiration, or on January 31, 2021, which ever comes first.

MOTION NO. 2017-069

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

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

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

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

Council President Smith thereupon declared that said motion is adopted by a vote of ~~4xk~~ 3-2.

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct synopsis of a motion approved by the City Council of the City of Mountain Brook at its regular meeting held on May 22, 2017, as same appears in the minutes of record of said meeting.



City Clerk



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: May 18, 2017

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

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

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

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

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

The code definition of a business office is as follows:

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

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

May 22, 2017

Mountain Brook City Council
City Hall Council Chamber (Room A108)
56 Church Street
Mountain Brook, AL 35213

Dear Council Members:

Thank you for discussing the Culinary Innovation Center this evening. I regret I am unable to attend this evening as I am currently traveling for business. We have enjoyed having our corporate headquarters in English Village, and the opportunity to continue growing. We began leasing 2037 Cahaba Road in February in good faith as an extension to our offices at 2020 and 2021 Cahaba Suites C and D.

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

About our Company

- We operate under three retail brands: Chester's, Wynn's Grain & Spice, and BirdShack
- We have been in business over 50 years and have a coast-to-coast footprint in convenience stores, travel centers, and supermarkets in 47 states, Puerto Rico, and throughout the Caribbean. Our model is the store-in-store concept, we do not have standalone restaurants.
- Annually ranked by *Entrepreneur Magazine* as a top franchise.

Intended use of the Culinary Innovation Center

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

Positive Impact

- This space will generate sales tax revenue.
 - Increase in the number of business partners visiting Mountain Brook rather than traveling to our facilities in Montgomery.
 - Visitors frequently stay at The Grand Bohemian and visit local restaurants and shops.
- Due to the proximity of the space, no additional parking requirements.
- Tenant stability for 2037 Cahaba.

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

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

Best Regards,

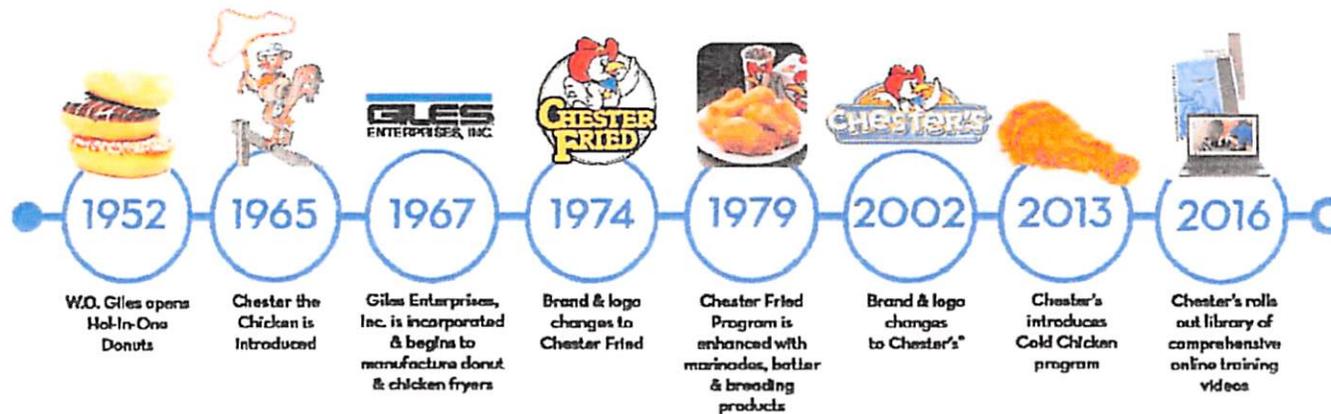


Ted W. Giles
CEO
Chester's International, LLC

COMPANY OVERVIEW



History of Chester's



Family of Brands

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

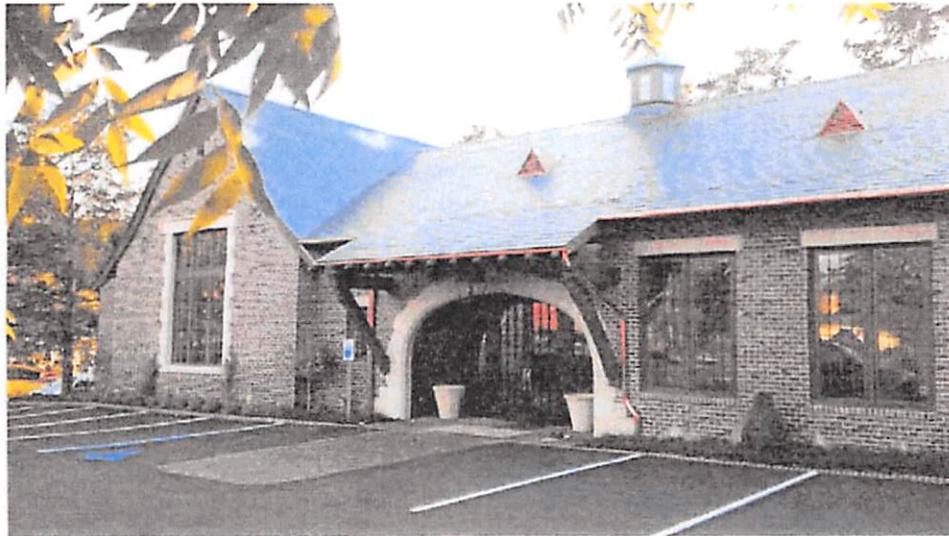


In the News



CHESTER'S INTERNATIONAL, LLC

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