

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

NOVEMBER 14, 2022, 6:00 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 11142022)

1. Change order for the parking lot fill project by Field # 1-Sam Gaston (See attached information. This item may be added to the formal agenda.)
2. Contract with Focus Creative Birmingham for social media management, communications consulting and other services-Stuart Franco (See attached information. This item may be added to the formal agenda.)
3. Two Board of Landscape Design re-appointments-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
4. Conditional Use application for Watkins Branch to serve lunch at 2708 Culver Road-Dana Hazen (See attached information. This item may be added to the formal agenda.)
5. Executive Session

Morris Shea Bridge Company
 Fill Project at Mountain Brook Athletic Complex Field 1
 Change Order Log

Description	Quantity	Unit	Unit Price	Amount	Notes
Tree Removal	1	LS	\$ 10,350.00	\$ 10,350.00	
Excavator Rental	1	LS	\$ 3,329.45	\$ 3,329.45	
				\$ -	
				\$ -	
				\$ -	
Subtotal				\$ 13,679.45	
Total (Excluding Bond)				\$ 13,679.45	

CONTRACTOR AGREEMENT

MORRIS-SHEA BRIDGE COMPANY, INC. (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

Name of Project: Fill Project at the Mountain Brook Athletic Complex
Field #1

Site of Project: Mountain Brook High School
Field #1
3650 Bethune Drive
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A - Specifications (which includes Attachment 1 — Preliminary Fill Plan), which is attached and incorporated herein.

3. **Undertaking of Parties.** 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 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 six (6) 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 Contract Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of One Hundred Dollars (\$100.00) 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 needed to complete the Project, including without limitation, a business license and building permit issued by the City (at no cost) (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 and Exhibit A (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.

In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall take govern and control: (1) this Contractor Agreement; (2) Exhibit A to this Agreement; and (3) Attachment 1 to Exhibit A.

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 in whole or part assign its rights, obligations, or benefits of this Agreement or subcontract any of its obligations hereunder to any third party without the written consent of City, which consent may be withheld for any reason. Any authorized subcontractors

shall comply with the applicable provisions of the Agreement, and the Contractor shall be fully responsible for the acts and omissions of their authorized subcontractors.

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.

g. 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.

h. 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.

i. 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.

j. 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: James J. Huston

Its: Mayor City Manager

Date: 10-4-22

MORRIS-SHEA BRIDGE COMPANY, INC.

By: [Signature]

Its: Secretary / Treasurer

Date: 10/5/22

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

The Project shall consist of providing approximately 10,000-15,000 cubic yards of rock and dirt fill that will be placed and graded in an area adjacent to Field #1 at the Mountain Brook High School sports complex, consisting of, in part, right of way under the control and authority of the Alabama Department of Transportation (“ALDOT”) as set forth herein and in the preliminary grading plan in Attachment 1, all of which are incorporated herein.

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. The Parties anticipate that the Work will begin on or about September or October, 2022. Contractor expects to complete the Work within an approximate 6-month period after the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Sam Gaston
56 Church Street
Birmingham, AL 35223
Email: sgaston@mtnbrook.org
Day Tel #: 205-802-3803

Contractor Project Representative:
Richard Shea
609 20th Street South
Irondale, AL 35210
Email: bshea@morrisshea.com
Day Tel #: 205-956-9518

4. Special Conditions.

a) The Work shall generally conform to Attachment 1, the preliminary grading plan.

b) [intentionally omitted]

CS c) All Permits ~~and fees~~ are the responsibility of the Contractor.

d) Work in the ALDOT Right-of-Way to be performed to the satisfaction of the Alabama Department of Transportation.

e) At the City’s election and cost, the provision, delivery and placement of fill may be monitored by a Geotechnical consultant to be hired by City and testing results furnished to the City of Mountain Brook. In such case, Contractor agrees to coordinate with such consultant to allow for monitoring. *Contractor not responsible for*

f) Erosion control to be installed and maintained by Contractor throughout the duration of the work.

any specific compaction requirement.
CS

g) Any damages to facilities of the City Mountain Brook or the Mountain Brook Board of Education are the responsibility of the Contractor and shall be repaired to the satisfaction of the City of Mountain Brook.

h) Job site safety is the responsibility of the Contractor.

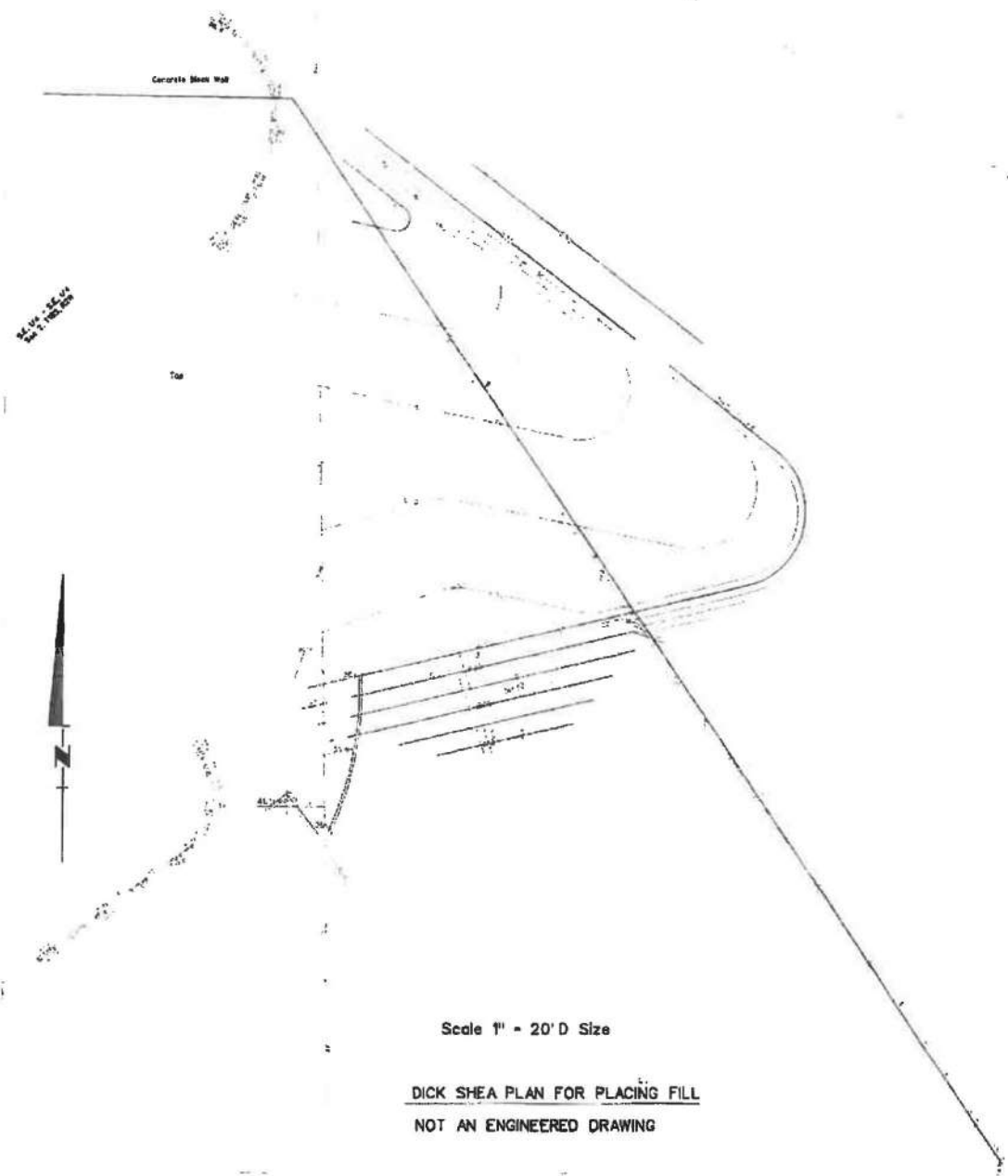
and i) MSE walls not included in this scope of work.

Contractor understands that, during the Term, improvements other than this Project will be ongoing at the Project Site. Contractor agrees to coordinate the performance of its Work in a manner and at a time that does not interfere with those other operations.

A

City Rep

Shonda Williams
City of Mtn Brook
56 Church St
Mtn Brook, AL 35218



Scale 1" = 20' D Size

DICK SHEA PLAN FOR PLACING FILL
NOT AN ENGINEERED DRAWING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Morris-Shea Bridge Co., Inc. 609 South 20th Street Irondale, AL 352102025	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C: The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAC#	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C: The First Liberty Insurance Corporation	33588	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: W26131249** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RISO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A		Y	TB7-251-292210-032	05/01/2022	05/01/2023	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
	OTHER:					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	A52-251-292210-012	05/01/2022	05/01/2023	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB					
	DEP RETENTION \$					
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	WC6-251-292210-052	05/01/2022	05/01/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Fill Project at the Mountain Brook Athletic Complex

The General Aggregate limit on the General Liability policy applies 'per project' and 'per location' subject to a total aggregate limit of \$50,000,000 for all projects and locations.

City of Mountain Brook, Alabama is an additional insured on the General Liability and Auto Liability policy if

CERTIFICATE HOLDER

CANCELLATION

City of Mountain Brook, Alabama
56 Church Street
Mountain Brook, AL 35213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jana C. Morris

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Morris-Shea Bridge Co., Inc. 609 South 20th Street Irondale, AL 352102025	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Scott Insurance (Knoxville, TN) 10100 Global Way Suite 240 Knoxville TN 37932		CONTACT NAME: Melanie Hackworth PHONE (A/C No. Ext): 434-832-2295 E-MAIL ADDRESS: mhackworth@scottins.com FAX (A/C No.): 434-455-8851	
INSURED Wright Brothers Construction Co., Inc. Hiwassee Paving, LLC P. O. Box 437 Charleston TN 37310		INSURER(S) AFFORDING COVERAGE	
WRIGH-7		INSURER A: MidSouth Mutual Insurance Company (NR)	NAIC # 12839
		INSURER B: Hartford Casualty Insurance Company (A+)	NAIC # 29424
		INSURER C: Berkley National Insurance Company (A+)	NAIC # 38911
		INSURER D: Endurance Risk Solutions Assurance Co. (A+)	NAIC # 43630
		INSURER E: National Fire Insurance Company of Hartford (A)	NAIC # 20478
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 641405408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDC: SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	14 UEN OE0157	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO REFINED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED PHYS. <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Dmgpt: 100000		14 UEN OE0158	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		42-UMO-314454-02 EXC30005268601	4/1/2022 4/1/2022	4/1/2023 4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC-03147-2022	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		1041833	4/1/2022	4/1/2023	Leased/Rented: \$750,000 Per Item Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: TAW Parking
Alabama Power Company is an additional insured as respects General Liability if required by written contract.

CERTIFICATE HOLDER Alabama Power Company Post Office Box 2641 Birmingham AL 35291	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Morris-Shea Bridge Co., Inc. 609 South 20th Street Irondale, AL 352102025		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Insurance Corporation	NAIC# 42404
		INSURER B: Liberty Mutual Fire Insurance Company	23035
		INSURER C: The First Liberty Insurance Corporation	33588
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W24630182 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	TB7-E51-292210-032	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	AS2-E51-292210-012	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE	Y	TB7-E51-292210-092	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A Y	WC6-E51-292210-052	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Easement Agreement for Mt. Brook High School Athletic Complex.

The General Aggregate limit on the General Liability policy applies 'per project' and 'per location' subject to a total aggregate limit of \$50,000,000 for all projects and locations.

The Umbrella Liability policy follows the form of the GL, Auto Liability, and Employers' Liability, subject to policy

CERTIFICATE HOLDER	CANCELLATION
Alabama Power Company P.O. Box 2641 Birmingham, AL 35291	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jana L. Morris</i>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Morris-Shen Bridge Co., Inc. 609 South 20th Street Irondale, AL 352102025	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

terms, conditions, exclusions and limitations.

Alabama Power Company and its respective officers, directors, employees, agents and representatives are additional insured on the General Liability, Auto Liability and Umbrella Liability if required by written contract.

Waiver of Subrogation in favor of Additional Insureds applies as respects the Workers' Compensation Coverage, where required by written contract or written agreement and permissible by law (not applicable in KS, KY, MO or NJ).

Policy Number
 Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with Company	Per schedule on file with Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number TB7-Z51-292210-032
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Alabama Power Company	P.O. Box 2641 Birmingham, AL 35291	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number TH7-Z51-292210-091
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s)/ Organization(s):	Email Address or Mailing Address:	Number of Days Notice:
Per Schedule on File with Company	Per Schedule on File with Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event shall the notice period applicable to the third party exceed the notice to the first named Insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with Company	Per schedule on file with Company	30

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No.

Effective Date

Premium \$

Issued to

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Blanket Additional Insured Where Required By Written Agreement**
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
- Item 2. Blanket Additional Insured – Grantor Of Permits**
- Item 3. Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

- 1. Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- 2.M anagers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
- a. In connection with your premises; or
 - b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

- 6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:
 - a. In the performance of your ongoing operations; or
 - b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1.:

- 1. Applies to the extent permitted by law;
- 2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;
- 3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- 4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- 5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "sult".

Sam Gaston

From: Sam Gaston
Sent: Thursday, November 10, 2022 1:00 PM
To: 'Stuart Padove'
Cc: 'Virginia C Smith'; 'Billy Pritchard'; forbesj@mtnbrook.org
Subject: Contract

In reading the contract with this group, do they need to give us more specifics? Such as developing the Reporter - are they writing feature stories or all of the articles? How will they work with the departments in what they are posting on social media?

When I met with them last week, they said they were "rebranding the city." Do we need more details on this?

Do we have a general idea on how we will measure this campaign?

Stuart-we need additional information on your contract. Can you provide this by email by Monday at noon?

We will see you and Paul Monday night at 6pm at our pre-meeting.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax



Mountain Brook Social Media & Communications Contract

~~CONFIDENTIAL~~

This Social Media Management, Communications Consulting, and Graphic Design AGREEMENT (the "**Agreement**") is made as of this ____ day of _____, 2022 (the "**Effective Date**"), by and between **The City of Mountain Brook ("The City")**, with offices at _____, and **Cotton State Media LLC (DBA Focus Creative Birmingham) ("Consultant")**, with a mailing address at 120 19th St N Suite 250, Birmingham Alabama 35226. The City and Consultant are referred to herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS, The City desires to engage Consultant as an independent contractor to perform social media management, communications consulting, videography, photography, and graphic design services ("Services");

WHEREAS, Consultant is agreeable to providing such services; and

NOW, THEREFORE, in consideration of these mutual covenants and agreements, the sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, covenant and agree as follows:

1. SERVICES

1.1. Consultant agrees to perform such consulting and advisory services to and for Company as may be reasonably requested from time to time by Company, including, but not limited to, the services and duties listed on the attached Exhibit A and such other services as may be agreed upon from time to time (the "Services").

1.2. During the term of this Agreement, Consultant may provide services to other parties provided such services do not conflict with the interests of The City for which Consultant is performing Services under the terms of this Agreement.

1.3. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of The City, or to be

deemed to provide Consultant with the power or authority to act for or on behalf of The City, or to bind The City to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. For the avoidance of confusion, however, during the term of the Agreement, Consultant may represent publicly that it is affiliated with The City, and The City may represent publicly that it is affiliated with Consultant.

2. COMPENSATION, EXPENSES, INVOICING, TAXES, AND BENEFITS

2.1. In exchange for performance of the Services, Consultant will receive a monthly retainer equivalent to \$7,000 (six thousand five hundred dollars) per month (the "**Retainer Fee**"). Should this Agreement be effective for any part of a month, less than a whole, the retainer shall be prorated proportionally. Additionally, reasonable business expenses incurred by Consultant in the performance of the Services shall be reimbursed by The City.

2.2. During the Term of this Agreement, Consultant will invoice The City on a monthly basis for both the Retainer Fee and for any reimbursable costs and expenses.

2.3. Consultant's monthly invoices are payable by The City within 15 days after receipt.

2.4. The City will provide Consultant with a 1099 tax form, if applicable, for the Consultant's filing.

2.5. Consultant is solely responsible for the payment of Consultant's federal, state, and local taxes, and for any filings required in connection with such taxes. The City is not responsible for the payment of, or withholding of, federal, state, or local income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from The City, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such claim or entitlement.

3. TERM OF ENGAGEMENT

3.1. This Agreement shall be for the period commencing on the Effective Date and continuing for a period of seven (12) months, unless terminated in accordance with this Section 3.

3.2. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other.

3.3. If this Agreement is terminated for any reason, The City will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination.

4. CONFIDENTIALITY

4.1. Consultant and The City mutually acknowledge that each Party may have access to written, computerized, oral, and other confidential information, which is highly proprietary to the other Party, and the disclosure of which, beyond each Party and its employees and consultants, is not authorized. Except as necessary to perform the Services hereunder, each Party agrees that it will not disclose or use any confidential information, in any form, for any purpose, except with the other Party's express, written, prior approval or with the express written, prior approval of such designee as the other Party may choose. This provision does not apply to information already in the public domain at the time of the disclosure or use through no fault of the first Party, or disclosure required by law or court order.

4.2. Each Party will assume that all information it will receive in the course of Services under this Agreement is confidential, unless such information clearly is in the public domain.

4.3. Each Party (and its employees, agents, or independent contractors) will not, during or after the Term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to it as a consequence of or through Services under this Agreement.

4.4. Immediately upon the termination of this Agreement, Consultant will deliver to The City (without retaining any copies thereof), any and all documents, files (electronic or otherwise), work products, statements or other written information, or other property obtained from The City that contain, are based upon, or are generated from confidential information.

5. INDEMNIFICATION

5.1. The City agrees to indemnify Consultant and hold it harmless from any cost or expenses, including attorney fees, and any and all liability or loss resulting from or arising in any way out of the performance of Services under this Agreement, *provided that* the actions taken by Consultant and resulting in such cost, expense, liability, or loss (i) were authorized by The City and (ii) adhered to all of the policies and procedures instituted by The City and provided to Consultant in advance of the date on which Consultant took such actions leading to or resulting in said cost, expense, liability, or loss.

6. INTELLECTUAL PROPERTY

6.1. To the extent that any work product delivered to The City pursuant to this Agreement includes material subject to copyright, Consultant agrees that the work product is created as a "work for hire" as that term is defined under United States copyright law, and that as a result, The City shall own all copyrights in the work product. The Company reserves the right to use the photographs/images/graphics for advertising and promotional purposes or otherwise.

6.2. To the extent that such work product does not qualify as a work for hire under applicable law, and to the extent that such work product includes material subject to copyright, trademark, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to The City, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, trademarks, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by The City to carry out the assignment contemplated by this paragraph.

6.3. Any documents, files, images, audio, video, magnetically or optically encoded media, or any other materials created by Consultant pursuant to this Agreement

shall be the exclusive property of The City and subject to the terms of this Agreement.

7. GENERAL PROVISIONS

7.1. The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, by Consultant or The City without prior written consent.

7.2. All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

7.3. Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with jurisdiction sitting in the State of Alabama. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Alabama without giving effect to any choice of conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

7.4. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

7.5. The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

7.6. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7.7. Except as specified otherwise, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

7.8. The provisions of this Agreement were negotiated by the parties hereto and said agreement shall be deemed to have been drafted jointly by all of the parties hereto and it shall not be deemed to be the work of either party, nor shall it be interpreted against either party as the drafter. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

7.9. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon electronic mail (with confirmation of receipt), or personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other Party as set forth in the opening paragraph.

7.10. This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and The City with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

7.11. Time is of the essence with respect to each and every provision of this Agreement.

7.12. Each exhibit and schedule hereto shall be attached hereto and shall be considered a part hereof as if set forth in the body hereof in full.

7.14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties herby have executed this Agreement as of the Effective Date.

Consultant:

Cotton State Media LLC (DBA Focus Creative Birmingham)

By: _____

Name: **STUART FRANCO**

Its: Owner

City of Mountain Brook

By: _____

Name: _____

Its: _____

EXHIBIT A

SERVICES

The Consultant agrees to provide the following Services:

1. Social Media

- a. Management of three social media platforms Facebook, and Instagram for the City of Mountain Brook
- b. Build engaging graphics and social media content which will highlight the people of the city. At the end of each month, we will propose content calendars for the city's approval. Once approved we will ensure that at least three posts are made per week on these social media platforms. In addition, we will also develop a quarterly newsletter.
- c. We plan to create engaging videos to be used to communicate City notices and happenings to the citizens.

2. Marketing and Public Relations

- a. Deploy and develop newsletter
- b. Create monthly stories and work with media in the area to create more engaging content about the city.

65655254.v2

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6913
slatent@mtnbrook.org
www.mtnbrook.org

DATE: November 14, 2022

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Ro Holman's BLD term expires on November 25, 2022; Ms. Holman has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that she renew for another term.

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802-3811
Fax: 205.879.6913
slatent@mtnbrook.org
www.mtnbrook.org

DATE: November 14, 2022

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Elizabeth Poynor's BLD term expires on November 25, 2022; Ms. Poynor has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that she renew for another term.

**City of Mountain Brook
Public Service Application**

Date: 10-31-21 Name Dustiin A. Dew

Phone Number: (919) 935 - 2265 Email: dustindew@gmail.com

Address: 825 Sims Ave Mountain Brook AL 35213
Street City State Zip Code

How long have you been a resident of Mountain Brook? 2 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
UWCA VAT Team 11	2022	VAT Team
TechBirmingham	2020-Present	Board Member
Redeemer Community Church	2016-Present	Member
Alabama Cycling Association	2015-Present	Race Director
Mid-AL Red Cross	2021-2022	Board Member
Committee for the Future-Children's of Alabama	2019	Class of 2019
Birmingham Business Alliance ON Board	2015	Inaugural Class 2015
Freshwater Land Trust	2014-2016	Junior Board Member

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.
I take pride in the city of Mountain Brook and its beautiful landscape. Since the landscape and trees are the first impressions to visitors, it would be an honor to serve alongside the City Arborist and Planner to maintain and sustain our community forest.

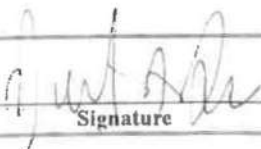
What specific objectives would you work towards as a member of the selected board?
I would work with the City's Arborist to make their knowledge available to the public so our citizens can make responsible decisions concerning tree removal. Additionally, citizens could then have access to resources for planting trees that are complementary to our city's ecosystem.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.
See my resume attached.

Certification

By initialing here (___ DD ___), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

<u>Dustin A. Dew</u> Printed Name of Applicant	 Signature	<u>10-31-22</u> Date
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Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

DUSTIN A. DEW

(919) 935-2265 ▪ dustindew@gmail.com
825 Sims Ave., Birmingham, AL 35222

EDUCATION

East Carolina University

Greenville, North Carolina

Masters of Art in Health Education and Promotion, December 2013

Appalachian State University

Boone, North Carolina

Bachelor of Science in Health Promotion, May 2010

Minor: Psychology

Honors: Dean's List

Activities: Cycling Team, Undergraduate Research, Community Fitness Testing

PROFESSIONAL EXPERIENCE

Protective Life Corporation

Birmingham, Alabama

Innovation Leader, March 2022 – Present

- Support the company's growth by either entering net new markets, developing brand-new products and service models, or developing new ways of running our current business
- Drive a portfolio of projects within the context of our corporate innovation center of excellence
- Develop prototype solutions in partnership with the business
- Support an organization-wide innovation program that allows staff to develop and test new ideas
- Train internal teams on the principles of customer-led, lean innovation while staying relevant to trends in technology and startups to help the company stay abreast of major opportunities that can accelerate our growth

Lakeshore Foundation-UAB/Lakeshore Research Collaborative

Birmingham, Alabama

Director of Research Operations, July 2018 – March 2022

- Oversee daily operations for \$7 million in research projects with direct oversight of \$2 million in funding. (funding sources-NIH, CDC, NIDDLR, Neilson Foundation, etc) which includes protocol and budget oversight, risk management, adverse events, technology, and logistics
- Supervise and mentor 20 staff including hiring, termination, and evaluation
- Developed organization wide innovation program that allowed staff to develop and test new ideas
- Work with the executive leadership team to attract new projects to our facility to generate revenue
- Serve as the primary contact to all UAB faculty and staff to generate new grant ideas for research and programs
- Facilitate relationships with community partners by educating them about our organizations and potential partnerships. Since our capital campaign, the focus has been more on donor relations and increasing awareness
- Work with the Alabama start-up and technology community to create collaborations with Lakeshore to drive innovation on our campus
- Key Foundation contact on the development of a \$7 million 17,000 sqft building addition and \$5 million 14,000sqft building renovation
- Serve on Lakeshore Foundation Strategic Planning Committee and Risk Management as well as the development of onboarding policies for staff work on our campus.

Alabama Cycling Association

Birmingham, Alabama

Race Director, February 2015 – Present

- Manage the production of a 6 race mountain bike series for over 800 youth in grades 6-12.
- Supervise 15 core staff and 90 volunteers for each race weekend
- Work with State land managers to plan and execute each race which includes lodging, emergency services, venue insurance, risk management, etc.
- Serve as a league training coordinator for the National Interscholastic Cycling Association

UAB/Lakeshore Research Collaborative

Birmingham, Alabama

Collaborative Manager, July 2015 – July 2018

- Oversaw daily research operations in our research projects that include budget oversight, risk management, and protocol development.
- Supervised and mentor 15 staff working on the projects
- Monitored grant funds (approx. \$5 million/year)
- Facilitated relationships with external researchers working with the Collaborative and proactively identified new relationships and future direction of the research
- Developed and implemented a 4-day workshop on Transformative Exercise
- Collaborated with national and international researchers to progress Paralympic Sport
- Served on Lakeshore Foundation Risk Management Board and Website Committee

Exercise and Sport Science Laboratory Coordinator, February 2014 – July 2015

- Managed all aspects of the 18 ongoing research projects within the Sports Science Laboratory (equipment, testing, inventory, etc.)
- Worked with managers, coaches, and athletes to coordinate sports science testing
- Developed exercise testing protocols for research projects
- Prepared and monitor IRB applications and guidelines
- Supervised one lab assistant

**Appalachian State/North Carolina Research Campus
Human Performance Lab**

Boone, North Carolina

Research Manager, May 2010 – February 2014

- Coordinated over 45 research studies focused in novel nutrition supplements and their effects on exercise performance, inflammation, oxidative stress, and changes in immune function in athletes
- Helped with the development of IRB applications and designing research protocols
- Managed all aspects of subject recruitment, compliance, and retention for research studies
- Supervised one research assistant
- Organized data analysis, subject reports, and staffing for data collection
- Facilitated internship programs for undergraduate, graduate, and PhD level internships
- Implemented the community fitness testing program
- Performed nutrient analysis and blood assays in the bio-chemistry lab

Professional Boards & CIVIC AFFILIATIONS

United Way Central Alabama Visiting Allocation Team 11 (2022)

Mid-Alabama American Red Cross Board Member (2021-2022)

Birmingham Business Journal NextGenBHM: Health, Tech and Innovation (2020)

TechBirmingham Board Member (2020-Present)

Committee for the Future- Children's of Alabama (Class of 2019)

Birmingham Business Journal Top 40 under 40 class of 2017

Redeemer Community Church Member

Birmingham Business Alliance ON BOARD Member (Summer 2015)

RESNA Committee on Inclusive Fitness (2014-2016)

Fresh Water Land Trust Junior Board Member (Spring 2014-Fall 2016)

Southeastern College of Sports Medicine Member (2010-Present)

Appalachian State University Cycling Team (2009-2010)



Dana Hazen
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: November 14, 2022
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, Director of PB&S
RE: Conditional Lunchtime Food Use – Watkins Branch
2708 Culver Road

Watkins Branch has been in operation as a dinner service in Mountain Brook Village for the past 3 years. At this time the applicant proposes the addition of a lunchtime service.

Please see the attached letter from the applicant as to the details of the proposed use, the proposed menu, and the interior floor plan. It is anticipated that up to 70 people may be served between 11:00a-1:00p. There are 28 seats inside the facility (no outdoor dining is proposed in conjunction with the lunchtime operation). It is anticipated that on premise diners may remain for 35 minutes; but that there will be an emphasis on “to-go” orders as well. Employees will continue to park in the all-day parking along Montevallo Road.

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.



2708 Culver Road
Mountain Brook, AL. 35223
P: (205) 593-4403 | watkinsbranchbham@gmail.com
www.watkinsbranch.com

JON HOLLAND
watkinsbranchbham@gmail.com

October 17, 2022

Mountain Brook City Council
Dana Hazen
hazend@mtnbrook.org

RE: Conditional Use Application

To the Mountain Brook City Council,

We hope this letter finds you at the start of a strong week! Please allow this letter to serve as a formal conditional use application to serve lunch by our current concept - Watkins Branch, located at 2708 Culver Road. Watkins Branch is the second restaurant concept by Jon Holland of The Fig Tree in Cahaba Heights. Currently, Watkins Branch has served the Mountain Brook Village area for nearly three years with their Chef-driven dishes rooted in classic French cooking techniques, a full bar with an immense bourbon collection, and craft cocktails. The team behind this successful concept is looking to expand their business by offering a lunch service for the area.

I. Watkins Branch Lunch Concept

- A. As a full-service dinner destination, Watkins Branch is ready to serve the immediate area with delicious lunchtime options. With indoor seating and the capability to serve items "to-go," the restaurant makes use of the freshest ingredients, locally-sourced when possible. They team up with local producers such as Yellowhammer Farms, Grandview Farms, Pure Chilean, and McEwen and Sons to provide produce and protein fit for the Chef-driven plates. Though a patio exists, we do not wish to include it in this use application. Instead, we would like

to focus our business prospects on serving the employees of Mountain Brook Village and the pedestrians shopping the existing and incoming retailers. This way, we hope to help relieve parking pressure as a whole and make Watkins lunch a destination within a destination.

B. Operations

1. Proposed Hours of Operation:
 - a) Tuesday - Friday 11:00am - 10:00pm
 - b) Saturday 10:00am - 11:00pm
 - c) Sunday - 10:00am - 8:00pm
2. Number of Employees:
 - a) Daytime - 3
 - b) Nighttime - 4
3. Employee Parking
 - a) Staff will continue parking on Montevallo Road
 - b) Our staff carpools or uses rideshare for 90% of working hours, making our parking needs very low (3 cars at most any given day)
4. Tables and Seating
 - a) 28 seats including those for bar patrons
 - b) Outdoor seating not available during lunch operation
 - c) Emphasis on To-Go service
 - d) Current indoor seating plan attached
5. Turnover Rate
 - a) Expected dining time: 35 minutes
 - b) Expected average number of guests served: 70
6. Menu
 - a) Prospective menu attached
 - b) Upscale casual plates, reasonably priced and plated with aesthetics in mind to highlight the quality ingredients
 - c) Staff group discounts available

II. Conclusion

Following your review of the above information, Watkins Branch respectfully requests that the Mountain Brook City Council approve this conditional use application for lunchtime service. Any other information necessary we will happily provide.

Kind regards,

Jon Holland

Enclosed:
Seating Plan
Menu

SMALL PLATES

TRUFFLE FRIES truffle oil, shaved parmesan 10

DEVILED EGGS farm eggs, house filling, Chef's daily topping 8

WRAPPED PEARS grilled prosciutto, goat cheese, local honey drizzle 12

CRAB CAKE steamed claw meat, pickled shallot, house remoulade 19

MONKFISH DIP roasted monkfish, artisanal blend of creamy cheeses, crostinis 10

ENTREES

CHICKEN CAESAR SALAD Joyce Farms chicken breast, romaine, housemade croutons, parmesan 15

JOYCE FARMS CHICKEN WINGS French-boned organic chicken, buffalo sauce, house ranch 16

WB OMELET heritage pork sausage, spinach, mushroom, parmesan cheese, side cheese grits 17

CHICKEN SANDWICH Airline chicken breast, aioli, dill havarti, bacon, spring mix, tomato 15

CONECUH DOG house mustard, Alecia's tomato chutney, crispy garlic, housemade chips 12

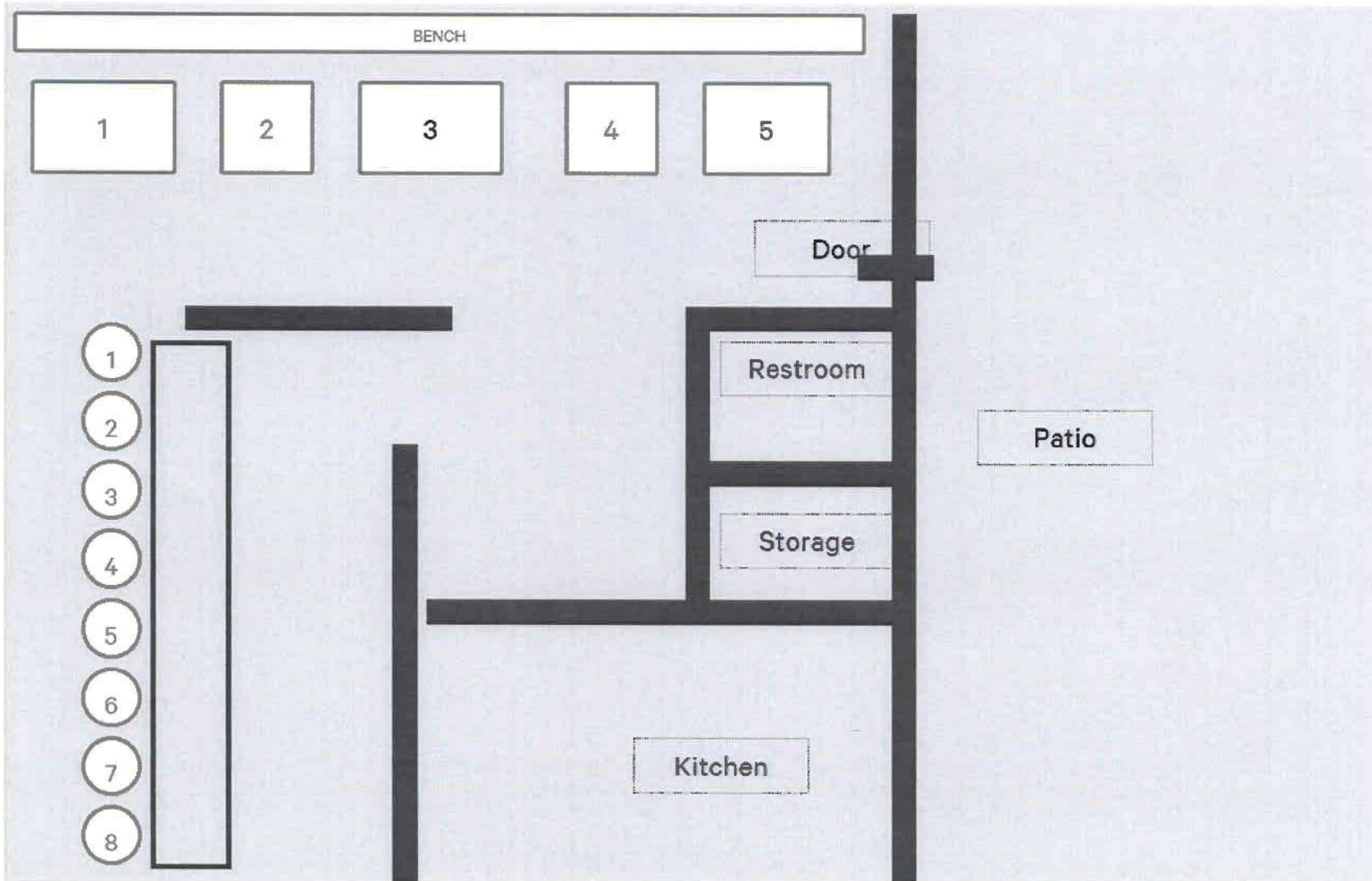
FARM BURGER dill-havarti cheese, lettuce, tomato, onion, local bun, truffle fries 18*

BEVERAGES

NON-ALCOHOLIC >> Coke, Diet Coke, Sprite, Q Gingerale, Q Gingerbeer, Juice, Tea, Coffee 3

MOCKTAILS >> based on your taste 6

** Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness*



CULVER ROAD



VICTORY

N 62° 02' 29" E 50.0'
N 60° 32' 40" E 61.8'
61.8' M & R

FLOOD ZONE X (SHADDED)

N 52° 02' 29" E 50.0'
N 50° 32' 40" E 61.8'
61.8' M & R

FLOOD ZONE X (SHADDED)

N 62° 02' 29" E 50.0'
N 60° 32' 40" E 61.8'
61.8' M & R

FLOOD ZONE X (SHADDED)

N 59° 48' 27" W 52.0'
N 57° 14' 20" W 47.30'
52.0' M & R

FLOOD ZONE X (SHADDED)

N 22° 43' 35" E 21.00'
N 24° 38' 50" W 21.00'
21.00' M & R

FLOOD ZONE X (SHADDED)

N 81° 15' 24" E 14.20'
N 80° 59' 30" E 14.27'
14.20' M & R

FLOOD ZONE X (SHADDED)

N 51° 51' 44" W 4.0'
N 53° 36' 20" W 4.0'
4.0' M & R

N 21° 37' 06" E 53.22'
N 19° 52' 30" E 53.22'
53.22' M & R

N 21° 37' 06" E 53.22'
N 19° 52' 30" E 53.22'
53.22' M & R

S 21° 37' 06" E 53.22'
S 19° 52' 30" E 53.22'
53.22' M & R

S 21° 37' 06" E 53.22'
S 19° 52' 30" E 53.22'
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S 59° 48' 27" W 52.0'
S 57° 14' 20" W 47.30'
52.0' M & R



CAHABA ROAD

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation for Watkins Branch) at 2708 Culver Road.

ADOPTED: This 14th day of November, 2022.

Council President

APPROVED: This 14th day of November, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 November 14, 2022, as same appears in the minutes of record of said meeting.

Heather Richards, City Clerk