

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 9, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 9th day of November, 2015. 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
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Jack D. Carl

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

1. AGENDA

1. Proposals from Sain Associates to improve the South Brookwood Road sidewalks and guardrails–Alicia Bailey of Sain Associates (Appendix 1). (Before deciding on any improvements, the Council wants to: 1) present drawings to school officials to solicit their input and 2) wants to survey Brookwood Forest Elementary parents to determine how many additional children may walk to and from school if improvements to the sidewalks are implemented. It is currently estimated that 26–44 children may be walking to and from school along this sidewalk currently.)
2. Early retirement window for eligible employees–Steven Boone. (Resolution No. 2015-163 was added to the formal meeting agenda.)
3. Request by ClasTran for \$200 funding from the City in fiscal year 2016–Samantha St. John of ClasTran. (A service agreement shall be presented for Council consideration on November 23, 2015.)
4. Parking pad encroachment request for 98 Country Club Boulevard located on Montevallo Road–Dana Hazen. (Resolution No. 2015-169 was added to the formal meeting agenda.)
5. Birmingham Blueprint project funding–Rick Davis, Senior Vice-President, Birmingham Business Alliance (Appendix 2). (Currently, about 68% of local support is used for personnel costs. The members of the City Council will consider the Birmingham Business Alliance’s request for the fifth annual installment of \$5,000 at a later date.)
6. Introduction of Trenton Wright who was appointed to the Parks and Recreation Board on October 26, 2015.
7. Review and discussion of the 7 p.m. formal meeting agenda topics. (The update of the resident survey by ETC Institute was removed from the formal meeting agenda. The members of the City Council expressed their desire to consider updating the survey every three years instead of two years.)

2. ADJOURNMENT

There being no further matters for discussion, the Council President adjourned the meeting.

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 at City Hall, Pre-Council Room (A106) on November 9, 2015, 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

**SOUTH BROOKWOOD ROAD
SIDEWALK OPTIONS
November 4, 2015
City of Mountain Brook, AL**

These options and opinions of cost are based on a preliminary site review. No design or evaluation has been completed.

Option 1:

Spotted improvement of extending guardrail where existing sidewalk is close to road and replacing sidewalk behind the new guardrail
Estimated opinion of probable cost - \$55,000
Pros - extension of guardrail and wider sidewalk would be installed where existing sidewalk is close to the road
Cons - construction impacts drainage ditch and cut slope, loss of 5-6 car lengths for on street parking

Option 2:

Widen the existing sidewalk with no change to the existing guardrail, valley gutter, and grass strip
Estimated opinion of probable cost - \$70,000
Pros - wider sidewalk, no loss of on street parking
Cons - some areas the sidewalk gets close to the road, construction impacts drainage ditch and cut slope

Option 3:

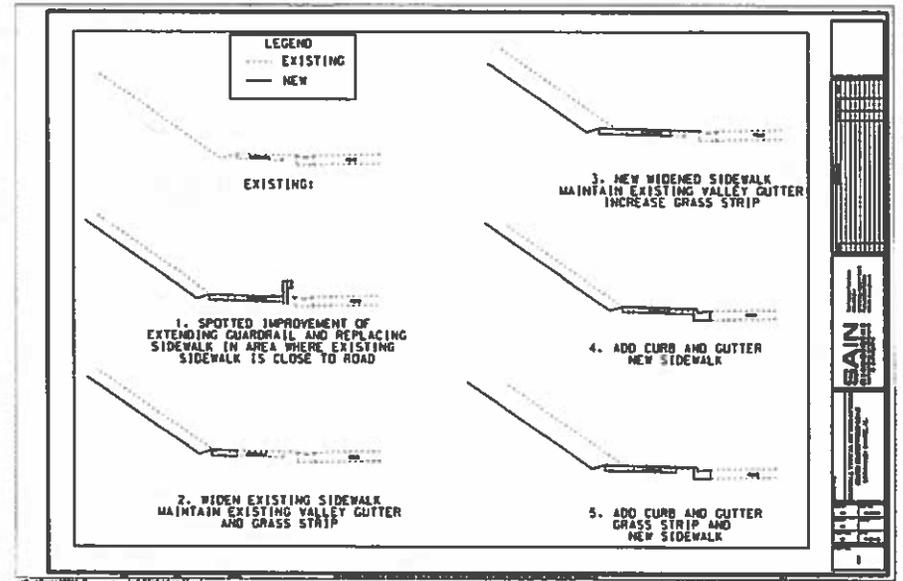
Maintain the existing valley gutter and increase the grass strip, remove and install a wider sidewalk
Estimated opinion of probable cost - \$120,000
Pros - wider sidewalk, increases separation between the road and sidewalk, no loss of on street parking
Cons - construction impacts drainage ditch and cut slope

Option 4:

Add curb and gutter and new sidewalk
Estimated opinion of probable cost - \$145,000
Pros - wider sidewalk, provides curb as a barrier between road and sidewalk
Cons - construction impacts drainage ditch and cut slope, total loss of on street parking

Option 5:

Add curb and gutter, new sidewalk, grass strip and guardrail
Estimated opinion of probable cost - \$170,000
Pros - wider sidewalk, provides curb as a barrier and increases separation between road and sidewalk
Cons - construction impacts drainage ditch and cut slope, total loss of on street parking



APPENDIX 1



November 2, 2015

Hon. Lawrence Oden
Mayor
City of Mountain Brook
P O Box 130009
Birmingham, AL 35213

Dear Mayor Oden:

Thank you for your past support of the Birmingham Business Alliance. This past year, the economy of the Birmingham region continued to grow, and with your investment, our seven-county metro area enjoyed another meaningful, productive year.

Our results tell the story. In just the past five years, the number of jobs announced locally in new and expanding industries totals more than 12,500 and additional indirect jobs created as a result of those job announcements totals another 12,000. Even more encouraging is the growth in capital investment – the dollars that flowed into the region. The investment number now exceeds \$2 billion, again in just the past five years. There is excitement in the air as more than 30 projects take shape in downtown Birmingham and the surrounding areas.

In addition, national media outlets are buzzing about our region. *Money* recently named Birmingham as America's Best City; *Forbes* placed Birmingham at the top of its list for Most Affordable Cities to live and on its Top 10 Happiest Cities to Work; ZAGAT named Birmingham the #1 Next Hot Food City in America; and *Esquire Business* named Birmingham One of Six Cities where Millennials can Afford to Pay Rent. These are excellent signs that our economy is continuing to improve and we look forward to more success.

It is indeed gratifying to reflect on the Birmingham Business Alliance's solid program of work and to know that we are making a difference. With a focus on economic development, image enhancement and workforce development, the Blueprint Birmingham regional growth plan continues to be positively received and to generate meaningful results. We have the right plan in place and our pathway to prosperity is clear. Thank you for the important part you play in moving Birmingham and Alabama forward toward a very bright future.

I enclose with this letter an invoice reflecting what I hope will be your continued investment support for 2015. We need you to help us grow our community and continue to make it a great place to live.

Sincerely,

Loren Taylor
Vice President Investor Relations
Birmingham Business Alliance

*Mayor Oden -
Thank you for your support. As a resident of Mountain Brook myself I greatly appreciate your leadership!*

Enclosure

505 20th STREET N SUITE 200 BIRMINGHAM AL 35203
PHONE 205 324 2100 FAX 205 324 2567 BIRMINGHAM@BBAALLIANCE.COM



*100 1100 6378
Spoon
11/5/2015*

Birmingham Business Alliance
505 20th Street North Suite 200
Birmingham, AL 35203

INVOICE

Sam S. Gaston
City of Mountain Brook
P O Box 130009
Birmingham, AL 35213

Invoice No.
149549

Customer ID
4044

Date Due
11/01/2015

	Qty.	Rate	Amount
B B A Investment 11/01/2015 to 10/31/2016	1.00	5,000.00	5,000.00
		Total	5,000.00
		Am't Paid	0.00
		Balance Due	5,000.00

Pay your dues online at <http://www.birminghambusinessalliance.com>.
Federal Tax Id#26-4629738

The BBA estimates that 90% of your investment may be deductible as a business expense.
For advice on all tax matters, please consult your tax advisor or an attorney.

By submitting payment, I affirm my acceptance and endorsement of the mission and objectives of the Birmingham Business Alliance, which include the promotion of economic development, business growth and business retention activity within the Birmingham region.

Birmingham Business Alliance 505 20th Street North Suite 200 Birmingham, AL 35203
Phone: (205)324-2100 Fax: (205)324-2560

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 9, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of November, 2015. 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
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Jack D. Carl

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

The City 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 October 26, 2015 regular meeting of the City Council.

Approval of the minutes of the November 2, 2015 special meeting of the City Council.

2015-149	Ratify internal fund transfers as of and for the year ended September 30, 2015 (Park Board to General Operations and General Operations to Emergency Reserves)	Exhibit 1, Appendix 1
2015-150	Authorize the street light upgrades (3) on Brook Manor Drive Authorize the execution of the following service agreements:	Exhibit 2, Appendix 2
2015-151	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 3, Appendix 3
2015-152	Exceptional Foundation	Exhibit 4, Appendix 4
2015-153	Jefferson County Historical Commission	Exhibit 5, Appendix 5
2015-154	Alabama Veterans' Memorial Foundation	Exhibit 6, Appendix 6
2015-155	Birmingham Museum of Art	Exhibit 7, Appendix 7
2015-156	Alabama Symphonic Association	Exhibit 8, Appendix 8
2015-157	Birmingham Botanical Society	Exhibit 9, Appendix 9
2015-158	Birmingham Children's Theatre	Exhibit 10, Appendix 10

2015-159	Birmingham Zoo	Exhibit 11, Appendix 11
2015-160	Prescott House	Exhibit 12, Appendix 12
2015-161	McWane Science Center	Exhibit 13, Appendix 13
2015-168	Alabama Ballet	Exhibit 14, Appendix 14
2015-163	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between January 1, 2016 and August 1, 2016	Exhibit 15, Appendix 15
2015-164	Resolutions regarding the [roundabout] improvements to be constructed at the intersection of Cahaba Road/U. S. Highway 280/Culver Road/Lane Park Road: Agreement for Cost Sharing between the City and City of Birmingham with respect to the Roundabout Improvements, ALDOT Project CMAQ-3715()	Exhibit 16, Appendix 16
2015-165	Agreement between the City and ALDOT for Preliminary Engineering (Project CMAQ-3715(), Project Reference Number 100064199	Appendix 17
2015-166	Agreement between the City and ALDOT for Right-of-Way Acquisition (Project CMAQ-3715(), Project Reference Number 100064200	Appendix 18
2015-167	Agreement between the City and ALDOT for Utility and Construction (Project CMAQ-3715(), Project Reference Numbers 100064201 and 100064202	Appendix 19
2015-169	Authorize the execution of an encroachment agreement between the City and Property Owner Troy Rhone of 98 Country Club Boulevard, Mountain Brook, AL 35213	Exhibit 17, Appendix 20

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack 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
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes and resolution (Nos. 2015-149 through 2015-161 and Nos. 2015-163 through 2015-169) are adopted by a vote of 4--0 and as evidence thereof she signed the same.

2. CONSIDERATION: RESOLUTION (NO. 2015-162) AUTHORIZING THE INSTALLATION OF A STREET LIGHT ON MOUNT ROYAL CIRCLE (BETWEEN HOUSES 2720 AND 2724) (EXHIBIT 18, APPENDIX 21)

The resolution was introduced in writing by Council President Smith who then invited questions and comments from the audience.

Mr. Rusty Hyde of 2728 Mt. Royal Circle:

- Designs and sells commercial lighting
- Requests that the City Council consider 100 watt, 5000 lumen LED fixtures that he understands will be available through Alabama Power in January 2016

There being no further comments or discussion, Council President Smith called for a motion. After said resolution had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said resolution to install a 100 watt, 5000 lumen LED street light on an existing pole located between the houses located at 2720 and 2724 Mt. Royal Circle once said LED bulbs become available. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said resolution (No. 2015-162) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1943) AMENDING THE EDUCATIONAL INCENTIVE POLICY OF THE CITY WITH RESPECT TO THE DIRECTOR OF PLANNING, BUILDING AND SUSTAINABILITY (EXHIBIT 19, APPENDIX 22)

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

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was carried, as follows:

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

Nays: None

The Council President Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore

Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1943) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, November 23, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving good name and character of an individual, another involving a real estate negotiation, and another involving economic development. The motion was seconded by Council President Pro Tempore Pritchard. The City Attorney certified that the subjects of said executive session are covered under the Open Meetings Act. 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
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 4—0 and then asked that the members of the audience be excused. She also announced that the City Council shall adjourn upon conclusion of the executive session.

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 held at City Hall, Council Chamber (Room A108) on November 9, 2015, 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

EXHIBIT 1**RESOLUTION NO. 2015-149**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies and approves the transfer of funds as follows as of and for the year ended September 30, 2015:

Ledger Number	Ledger Description	Amount
115-1001-0000	Cash (Park Board)	\$46,979.96 CR
115-3408-4810	Transfers to General Fund (Park Board) Transfer surplus from Park Board to General Operations	46,979.96 DR
146-1001-0000	Cash (Emergency Reserves)	41,140.97 DR
146-3408-4810	Transfers to General Fund (Emergency Reserves) Transfer surplus from General Operations to Emergency Reserves	41,140.97 CR
100-1001-0000	Cash (General Operations)	5,838.99 DR
100-1116-6915	Transfers to Park Board (General Operations)	46,979.96 CR
100-1116-6945	Transfers to Emergency Reserves (General Operations) Complete intrafund transfers itemized above	41,140.97 DR

APPENDIX 1**EXHIBIT 2****RESOLUTION NO. 2015-150**

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

- (a) That the Alabama Power Company be requested to upgrade three (3) street lights on existing poles along Brook Manor Drive (see attached map/ illustration - Exhibit A).
- (b) That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 2**EXHIBIT 3****RESOLUTION NO. 2015-151**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson-Blount-St. Clair Mental Health Authority, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 3

EXHIBIT 4**RESOLUTION NO. 2015-152**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Exceptional Foundation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 4

EXHIBIT 5**RESOLUTION NO. 2015-153**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson County Historical Commission, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 5

EXHIBIT 6**RESOLUTION NO. 2015-154**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Alabama Veterans' Memorial Foundation, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 6

EXHIBIT 7**RESOLUTION NO. 2015-155**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Museum of Art subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 7

EXHIBIT 8**RESOLUTION NO. 2015-156**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Alabama Symphonic Association subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 8

EXHIBIT 9

RESOLUTION NO. 2015-157

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 9

EXHIBIT 10

RESOLUTION NO. 2015-158

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Children's Theatre subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 10

EXHIBIT 11

RESOLUTION NO. 2015-159

WHEREAS, the Birmingham Zoo ("Zoo") is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook ("City"); and

WHEREAS, the Zoo serves the Mountain Brook community and its citizens through educational and informational programs, offering educational and family entertainment options, and through its cooperation in the City's recent flood control efforts; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo's commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City's financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement are deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

APPENDIX 11

EXHIBIT 12**RESOLUTION NO. 2015-160**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Prescott House subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 12

EXHIBIT 13**RESOLUTION NO. 2015-161**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the McWane Science Center, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 13

EXHIBIT 14**RESOLUTION NO. 2015-168**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Alabama Ballet subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

EXHIBIT 14

EXHIBIT 15**RESOLUTION NO. 2015-163**

BE IT RESOLVED by the City Council of the City of Mountain Brook ("City"), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
 - (a) have at least twenty (20) years of employment service with the City and are eligible to draw retirement benefits from the Retirement Systems of Alabama (RSA), or
 - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw retirement benefits from the RSA, and
 - (c) retire from service during the period of January 1, 2016 through August 1, 2016, provided that the eligible employee gives written notice at least 31 days prior to their retirement date.
2. Insurance Coverage - Each eligible employee electing to retire must be enrolled in the City's group health insurance plan at the time of their retirement effective date and must meet all eligibility requirements established by the State Employees' Insurance Board (SEIB) for such coverage during retirement. Coverage under the City's group medical insurance plan will continue for the lesser period of:

- (a) thirteen (13) years from the retirement date,
- (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),
- (c) the date that the City no longer offers medical insurance to retirees, or
- (d) until the retiree is determined to be no longer eligible for coverage under the City's group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. **Premium Cost** - The amount of a Retiree's premium to be paid by the City of Mountain Brook for individual or family coverage (last established by Resolution No. 2015-119 dated August 24, 2015) is subject to change at the discretion of the City Council. The retiree's share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City's group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree's medical insurance contract should payment not be received by the City as prescribed above.
4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the "City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement" attached hereto as Exhibit A.

APPENDIX 15

EXHBIT 16

RESOLUTION NO. 2015-164

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Agreement for Cost Sharing between the City of Mountain Brook and City of Birmingham, in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to the roundabout improvements at the intersection of Cahaba Road/US Highway 280/Culver Road/Lane Park Road (ALDOT Project CMAQ-3715()).

APPENDIX 16

EXHBIT 17

RESOLUTION NO. 2015-169

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an encroachment agreement between the City and Property Owner Troy Rhone of 98 Country Club Boulevard, Mountain Brook, AL 35213 in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 20

EXHIBIT 18

RESOLUTION NO. 2015-162

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

1. That the Alabama Power Company be requested to install a street light on an existing pole between 2720 and 2724 Mount Royal Circle (see attached map/ illustration - Exhibit A).
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this

APPENDIX 21

APPENDIX 19

ORDINANCE NO. 1943

APPROVAL OF THE EDUCATIONAL DEGREE PREMIUM PAY PURSUANT TO SECTION 1.VIII.G. OF THE PERSONNEL BOARD OF JEFFERSON COUNTY "SALARY ADMINISTRATION GUIDE & PAY PLAN"

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

SECTION 1. EDUCATIONAL DEGREE PREMIUM PAY PLAN. The City Council hereby approves, subject to the [re]approval of the Personnel Board of Jefferson County [amends Ordinance No. 1942 adopted on October 26, 2015], the payment of Educational Degree Premium Pay pursuant to Section 1.VIII.G. of the Personnel Board of Jefferson County "Salary Administration Guide & Pay Plan" for qualifying degrees earned from accredited institutions of higher education determined to be directly related to the responsibilities and duties of the incumbent's classified position as follows:

Class No.	Job Title	Premium Code		
		Associate 06	Bachelor 21	Graduate/ Professional 31
1082	Assistant City Manager/Finance Director	[REDACTED]	[REDACTED]	One Step
5257	Building Inspections Superintendent II			One Step
5098	Fire Chief III			One Step
5260	Director of Planning, Building and Sustainability			One Step
6093	Police Chief III			One Step
8715	Public Works Director III			One Step
8290	Park/Recreation Superintendent			One Step
	Sworn Fire and Police personnel excluding Chiefs (5098 and 6093) as specified in Fire Departmental Policy No. 106.06 and Police Departmental Policy No. 100-4-1 attached hereto as Exhibit A and B, respectively	One Step	Two Steps	[REDACTED]

Note: Eligible employees may only receive one of the educational degree premiums; the premiums may not be combined.

SECTION 2. 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.

SECTION 3. SEVERABILITY. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be November 1, 2015.

APPENDIX 22

Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 146 General Fund-Storm Reserves

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
A-ASSETS						
146-1001-0000	Posted Cash, Storm Reserves	\$2,490,000.00	\$33,858.99	\$0.00	\$0.00	\$2,456,141.01
146-1002-0000	Cash-Reserve 978-335-380	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-1201-0000	AP-State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-1208-0000	AP-Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-ASSETS Type Totals		\$2,490,000.00	\$33,858.99	\$0.00	\$0.00	\$2,456,141.01
L-LIABILITIES						
146-2000-0000	Accounts Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-2025-0000	Fund Balance Unreserved	(\$2,490,000.00)	\$0.00	\$0.00	\$0.00	(\$2,490,000.00)
146-6000-0000	Revenue Control	\$0.00	\$0.00	(\$33,858.99)	\$0.00	(\$33,858.99)
146-6000-0000	Expenditure Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L-LIABILITIES Type Totals		(\$2,490,000.00)	\$0.00	(\$33,858.99)	\$0.00	(\$2,456,141.01)
R-REVENUES						
146-3108-4310	Grants Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-3208-4310	Grants State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-3407-4400	Other Investment Earnings	\$2,500.00	\$0.00	(\$2,500.00)	\$0.00	(\$0.00)
146-3408-4010	Transfers-City General Fund	\$25,000.00	\$0.00	(\$25,000.00)	\$0.00	\$0.00
R-REVENUES Type Totals		\$27,500.00	\$0.00	(\$27,500.00)	\$0.00	(\$0.00)
X-EXPENSE						
146-1211-0510	Rep & Maint-Grounds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-3810-0501	Rep & Maint-Bldgs & Grounds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-3500-0520	Rep & Maint-Veh	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0810-0501	Rep & Maint-Bldgs & Grounds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0800-0420-0501	Waste Deposit-Hazardous Item	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0800-0420-1101	Waste Deposit-227711 Tonnage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0801-0204	Options	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0801-0118	Benefits FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0801-0120	Benefits RSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0801-0401	Pants-LandEquip	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0802-0204	Overseas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0802-0118	Benefits FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0802-0120	Benefits RSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Wednesday, October 22, 2015

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Voucher List

10/28/2015 1:24:37 PM

City of Mountain Brook

Voucher	Voucher Description	Date Entered	No Trans	Status	Ctrl Total	Actual Total
GJ09-45	GJ 09-45 Intrafund Trans	28-Oct-15	7	B	\$0.00	\$0.00
102320	2015 12 28-Oct-15 10010010000					
102320	2015 12 28-Oct-15 10011108915					
102327	2015 12 28-Oct-15 10011108945					
102321	2015 12 28-Oct-15 11510010000					
102322	2015 12 28-Oct-15 11534084010					
102323	2015 12 28-Oct-15 14610010000					
102324	2015 12 28-Oct-15 14634084010					

Financial Unit	Sum of NonIndependent
100 General Fund	\$0.00
113 Parks and Recreation	\$0.00
146 General Fund-Storm Reserves	\$41,140.97
146 General Fund-Storm Reserves	\$41,140.97

09-45

11/22/15

Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 115 Parks and Recreation

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
A-ASSETS						
115-0001-0000	Posted Cash, Park Bond	\$29,684.19	\$1,254,961.83	(\$1,144,637.73)	\$0.00	\$130,026.29
115-1002-0000	Cash-Reserve 978-335-380	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-1100-0000	Investments-Cameron Stock @ PMV	\$34,682.00	\$16,647.00	\$0.00	\$0.00	\$17,935.00
115-1202-0000	AP-Country	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-1304-0000	AP-School Bond	\$44,236.19	\$0.00	(\$44,236.19)	\$0.00	\$0.00
115-1229-0000	AP-Unassigned	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-1208-0000	AP-Mountain Brook Administ	\$48,401.19	\$44,088.00	(\$48,401.19)	\$0.00	\$54,088.00
A-ASSETS Type Totals		\$187,013.37	\$1,305,735.83	(\$1,227,275.11)	\$0.00	\$225,496.90
L-LIABILITIES						
115-2000-0000	Accounts Payable	(\$7,813.87)	\$94,892.02	(\$91,164.47)	\$0.00	(\$2,661.82)
115-2100-0000	Accrued Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-2210-0000	AP-Optional Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-2000-0000	Fund Balance Unreserved	(\$184,000.00)	\$0.00	\$0.00	\$0.00	(\$184,000.00)
115-6000-0000	Revenue Control	\$0.00	\$0.00	(\$1,221,614.00)	\$0.00	(\$1,221,614.00)
115-6000-0000	Expenditure Control	\$0.00	\$1,372,894.07	(\$98,119.90)	\$0.00	\$1,174,534.80
L-LIABILITIES Type Totals		(\$191,813.87)	\$1,367,786.09	(\$1,420,828.99)	\$0.00	(\$225,496.90)
R-REVENUES						
115-3208-4310	Grants State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-3208-4320	Grants Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-3404-4230	Assoc-Mtn Brook Athletics	\$42,500.00	\$0.00	(\$42,500.00)	\$0.00	\$0.00
115-3404-4231	Assoc-Mtn Brook Soccer	\$27,400.00	\$0.00	(\$27,400.00)	\$0.00	\$0.00
115-3404-4500-1101	Other Miscellaneous Transf	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-3404-4900	Assoc-Mtn SOE	\$48,800.00	\$0.00	(\$48,800.00)	\$0.00	\$0.00
115-3407-4400	Other Investment Earnings	\$500.00	\$0.00	(\$500.00)	\$0.00	(\$0.00)
115-3407-4500	Other Miscellaneous	\$2,000.00	\$0.00	(\$2,000.00)	\$0.00	(\$0.00)
115-3408-4010	Transfers-City General Fund	\$1,208,267.00	\$0.00	(\$1,208,267.00)	\$0.00	\$0.00
115-3408-4020	Transfers-Library	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-3408-4010	Donations-Other	\$0.00	\$0.00	(\$0.00)	\$0.00	(\$0.00)
115-3408-4010-0800	Donations-Park Donations	\$0.00	\$0.00	(\$0.00)	\$0.00	(\$0.00)
115-3408-4010-0201	Donations-Sport Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-3408-4010-1301	Donations-Cable River Walk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Wednesday, October 22, 2015

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Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 146 General Fund-Storm Reserves

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
146-0803-0204	Options	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0803-0118	Benefits FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
146-0803-0120	Benefits RSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
X-EXPENSE Type Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 146 Totals		\$27,800.00	\$33,858.99	(\$47,718.02)	\$0.00	(\$53,776.01)
Grand Totals		\$27,800.00	\$33,858.99	(\$47,718.02)	\$0.00	(\$53,776.01)

SEE 11/9/2015 AGENDA FOR APPROVAL

146 Surplus From 115

\$33,859.03
41140.97
\$75,000.00

115 1001 0000 <46979.96> ①
115 3408 4810 46979.96
146 1001 0000 41140.97 ②
146 3408 4810 <41140.97>
100 1001 0000 5838.99
100 1116 6915 <46979.96> ③
100 1116 6945 <41140.97> ③

- ① TRANSFER 115 SURPLUS > BUDGET TO 100
- ② ROUND 146 SURPLUS TO \$75000
- ③ COMPLETE ①/② TRANSFERS

Wednesday, October 22, 2015

APPENDIX 1

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November 9, 2015

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Minute Book 87

2015-149

Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 115 Parks and Recreation

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
115-7800-6700-6501	Park-Whisper Field One Road	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6504	Park-Parkway Parking Spaces	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6505	Park-Organic Overhead Tent	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6601	Park-Whisper Play Equip	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6602	Park-Isle Fence Fencing	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6604	Park-Memory Triangle	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6605	Park-Beaches	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6702	Park-Sports Complex Misc Plan	X 636,000.00	54,009.42	36 00	00 00	518,725.18
115-7800-6700-6703	Park-Island Improvements	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6705	Park-Beaches Railings	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6706	Park-Beaches Inland Furnace	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6801	Tennis Courts (1/2 Pd by BOE)	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6802	Park Restroom Facility	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6803	Catage Cases for MDE Field	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6804	Park-Playtexas	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6902	Soccer Field Shop Fabric	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-1001	Park-Play Area Overhead Cover	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7001	Park-Shop Lighting	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7002	Park-Fountain (M-42-3)	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7003	Park-Playtexas	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7004	Park-Memorial	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7005	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7006	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7007	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7008	Park-Cemetery Park Fence	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7009	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7010	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7011	Park-Island Overhead Cover	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7012	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-7013	Park-Unauthorized	X 00 00	00 00	00 00	00 00	00 00
X-EXPENSE Type Totals			\$1,272,654.67	(288,170.00)	00 00	\$11,822.91
Fund 115 Totals		\$2,372,634.00	\$2,945,757.68	(\$2,982,737.64)	00 00	(\$23,114.10)
Grand Totals		\$2,372,634.00	\$2,945,757.68	(\$2,982,737.64)	00 00	(\$23,114.10)

Wednesday, October 22, 2015

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November 9, 2015

Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 115 Parks and Recreation

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
115-3400-4510-7001	Donations-Misc Park Cr Intend	R 00 00	00 00	00 00	00 00	00 00
115-3400-4510-7002	Donations-Park Lawn Trees	R 00 00	00 00	00 00	00 00	00 00
115-3400-4510-7003	Donations-Zoo	R 00 00	00 00	00 00	00 00	00 00
115-3400-4510-7004	Donations-Memorial	R 00 00	00 00	00 00	00 00	00 00
115-3400-4510-7005	Donations-Friends of Jerusalem	R 00 00	00 00	00 00	00 00	00 00
R-REVENUES Type Totals		\$1,188,447.00	\$0 00	(\$1,221,514.00)	00 00	(\$33,067.00)
X-EXPENSE						
115-7000-6001	Salaries-Regular Full-Time	X 898,134.00	\$0,657.73	(\$7,787.30)	00 00	\$21,433.82
115-7000-6004	Wages-Overtime	X 232,186.00	\$20,149.82	(\$3,286.77)	00 00	\$6,241.85
115-7000-6010	Special Pay-Longevity	X 122,500.00	\$14,771.12	00 00	00 00	(\$2,391.42)
115-7000-6011	Special Pay-Services Assets	X 00 00	\$122.50	00 00	00 00	00 00
115-7000-6110	Benefits-Taxes FICA (7.65%)	X 540,807.00	\$0,120.19	(\$0,848.91)	00 00	\$1,229.33
115-7000-6120	Benefits-Pension (RS4)	X 36,445.00	\$16,463.21	(\$1,756.19)	00 00	(\$8,290.11)
115-7000-6130	Benefits-Medical/Dental Ins	X 365,900.00	\$38,369.84	(\$13,416.73)	00 00	\$11,829.08
115-7000-6131	Benefits-Group Dental (Group)	X 00 00	00 00	00 00	00 00	00 00
115-7000-6132	Benefits-Group Term Life	X 11,664.00	\$0 00	00 00	00 00	\$344.46
115-7000-6133	Benefits-Long Term Disability	X 23,819.00	\$1,225.07	00 00	00 00	\$903.86
115-7000-6134	Benefits-Flac Plan Admin Fees	X 00 00	\$48.00	00 00	00 00	(\$48.00)
115-7000-6140	Benefits-Workers' Compensation	X 96,274.00	\$14,104.54	00 00	00 00	(\$7,830.54)
115-7000-6150	Benefits-Industrial Invsnt	X 00 00	00 00	00 00	00 00	00 00
115-7000-6152	Benefits-Pro-Employment Exem	X 00 00	\$220.00	00 00	00 00	(\$30.00)
115-7000-6160	Benefits-Drug Testing	X 00 00	\$40.00	00 00	00 00	\$200.00
115-7000-6162	Advances-Advantage	X 00 00	\$0 00	00 00	00 00	\$0 00
115-7000-6163	Advances-Uniforms	X 00 00	\$4,827.76	00 00	00 00	\$1,872.30
115-7000-6164	Advances-Overhead Medical	X 00 00	00 00	00 00	00 00	\$0 00
115-7000-6211	Development-Misc/Equip/Cont	X 22,800.00	\$1,276.38	00 00	00 00	\$723.50
115-7000-6212	Development-Travel/Meals	X 00 00	00 00	00 00	00 00	\$0 00
115-7000-6300	Supplies-Equip Cont	X 14,208.00	\$1,800.88	00 00	00 00	\$2,307.02
115-7000-6303	Supplies-Other Office Equip	X 00 00	\$7,206.01	00 00	00 00	\$1,290.98
115-7000-6314	Misc Expense	X 11,000.00	\$7,117.37	00 00	00 00	\$382.43
115-7000-6314-7001	Misc Expense-Bldg Materials	X 00 00	\$0 00	00 00	00 00	\$1,832.78
115-7000-6314-7002	Misc Expense-Park Admin	X 00 00	\$13,267.93	00 00	00 00	(\$367.82)
115-7000-6314-7003	Misc Expense-Bldg Maint	X 00 00	\$18,317.35	00 00	00 00	(\$2,129.25)

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Trial Balance /Budget

Period 13 / 2015

City of Mountain Brook

Fund 115 Parks and Recreation

Account	Description	Begin Balance/ Budget	YTD Debits	YTD Credits	YTD Encumbr	Ending Balance/ Remain. Budget
115-7800-6314-7004	Misc Expense-Tent	X 225,000.00	\$23,959.94	(\$940.11)	00 00	\$4,880.17
115-7800-6410	Contract Sec-Incidental	X 00 00	\$11,900.00	00 00	00 00	\$520.00
115-7800-6412	Temporary Personnel	X 00 00	\$1,200.00	00 00	00 00	\$1,200.00
115-7800-6422	Tree Removal	X 00 00	\$10,000.00	00 00	00 00	\$900.00
115-7800-6425	Dumping	X 00 00	00 00	00 00	00 00	00 00
115-7800-6425-7001	Dumping-Hauling	X 00 00	\$1,500.00	00 00	00 00	\$1,348.76
115-7800-6431	Security (Guard)	X 00 00	\$2,276.80	(\$994.43)	00 00	(\$384.17)
115-7800-6431	Park-Landscaping	X 00 00	00 00	00 00	00 00	00 00
115-7800-6485	Service Cont-Pest Control	X 00 00	\$336.66	00 00	00 00	\$481.44
115-7800-6485-2501	Service Cont-Pest Control	X 00 00	00 00	00 00	00 00	00 00
115-7800-6501	Rep & Maint-Edges	X 00 00	\$5,045.91	00 00	00 00	(\$45.91)
115-7800-6510-7001	Rep & Maint-Grass Irrig	X 00 00	00 00	00 00	00 00	00 00
115-7800-6510-7002	Rep & Maint-Grass Cuts	X 00 00	\$762.00	00 00	00 00	\$236.80
115-7800-6611	Rep & Maint-Utility	X 00 00	\$18,000.00	\$8,537.53	00 00	\$1,482.47
115-7800-6620	Rep & Maint-Veh	X 00 00	\$8,000.00	\$4,737.83	00 00	\$1,282.17
115-7800-6620-6600	Allocated Plant Repair Charges	X 00 00	\$18,000.00	\$18,766.26	00 00	(\$766.26)
115-7800-6630	Rep & Maint-Equip	X 00 00	\$12,000.00	\$2,743.08	00 00	\$2,256.92
115-7800-6650	Fuel and Lubricants	X 00 00	\$25,000.00	\$23,746.31	00 00	\$1,253.69
115-7800-6800	Lobbies	X 00 00	\$36,000.00	\$46,863.48	00 00	(\$10,863.48)
115-7800-6811	Utilities-Misc Telephone	X 00 00	\$2,800.00	(\$322.80)	00 00	(\$1,800.00)
115-7800-6814	Utilities-Internet	X 00 00	00 00	00 00	00 00	00 00
115-7816-6842	Traveling-Capital ERS	X 00 00	\$137,100.00	00 00	00 00	00 00
115-7800-6314-7005	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7006	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7007	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7008	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7009	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7010	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7011	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7012	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6314-7013	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6506	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6507	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6508	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6509	Unauthorized	X 00 00	00 00	00 00	00 00	00 00
115-7800-6700-6701	Unauthorized	X 00 00	00 00	00 00	00 00	00 00

Wednesday, October 22, 2015

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APPENDIX 1

2015-150

Street Lighting Modification

Alabama Power

Customer: City of Mountain Brook

This is to be done on the 21st day of November 2015

Item	Description	Quantity	Unit Price	Total Price
Upgrade 2	150W HPS Cobraheads-Existing poles along Brook Manor Drive	2	\$13.78	\$27.56
Upgrade 1	150W HPS Cutoff Cobrahead-Existing pole along Brook Manor Drive	1	\$13.99	\$13.99

Total Monthly Lighting Cost = \$47.34

Approved: Dan Johnson, Alabama Power Company

2015-150

SKETCH OF PROPOSED WORK—EMPHASIS W.L.

Project Name	City of Mountain Brook
Project No.	
Project Location	Brook Manor Drive
Project Description	Street Lighting Upgrade



1, 2, and 3 are existing lights that will be upgraded to 150 Watt HPS cobraheads. #1 will be a cutoff cobrahead. A 6 foot spacing bracket will be installed on #1.

EXHIBIT A

APPENDIX 2

2015-150

Lighting Proposal
City of Mountain Brook
Brook Manor Drive
Lighting Upgrade
October 21, 2015

Install:

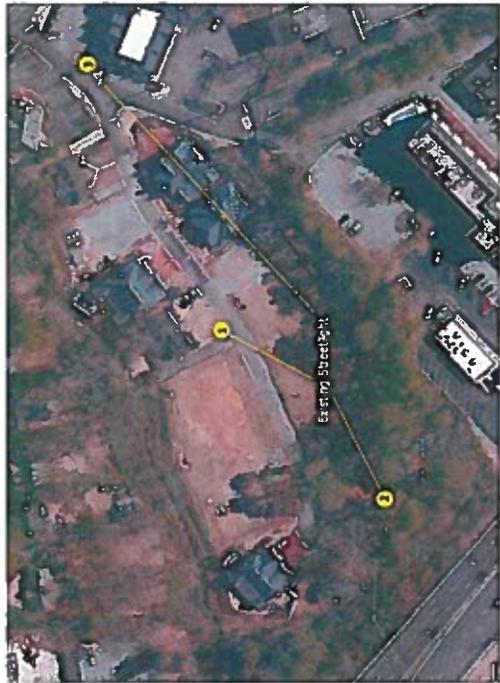
2 - 150 watt HPS Cobraheads	@ \$13.78 ea.	= \$27.56
1 - 150 watt HPS Cutoff Cobrahead	@ \$13.99 ea.	= \$13.99
1 - 6' Upsewer Bracket	@ \$6.00 ea.	= \$6.00
Total Monthly Lighting Cost		= \$47.34

The two cobrahead fixtures on Brook Manor Drive will be a "bronze" color & the Cobrahead near the entrance to Brook Manor Drive will be a "gray" color.

Thank you for the opportunity to provide this quote. If I can be of further assistance you may contact me at 205-257-0115 or danjohn@spower.com

Sincerely,

Dan Johnson
Alabama Power Company
Lighting Services



1, 2, and 3 are existing lights that will be upgraded to 150 Watt HPS cobraheads. #1 will be a cutoff cobrahead. A 6 foot spacing bracket will be installed on #1.

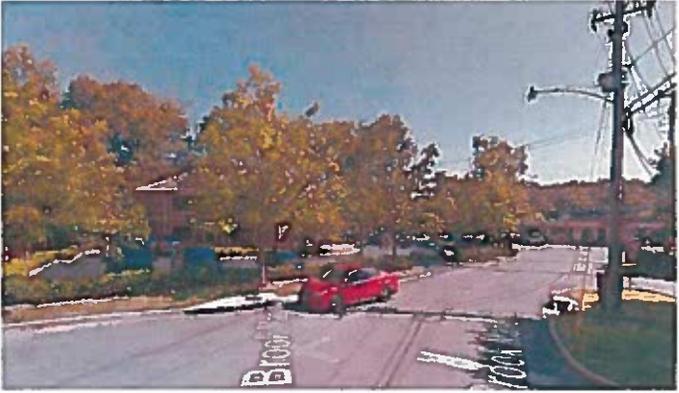


1



2

APPENDIX 2



3



CITY OF MOUNTAIN BROOK
 OFFICE OF THE MAYOR
 64 Church Drive
 P.O. Box 138009
 Mountain Brook, Alabama 35213
 Telephone: 205.937.2007
 Fax: 205.937.2017
 cityofmountainbrook.org
 general_email: mbr@mountainbrook.org

REFERENCE CODE:
 10-11-15

October 21, 2015

Richard Craig, Ph.D.
 Executive Director
 JBS-MH Authority
 940 Montclair Road, Ste 200
 Birmingham, AL 35213

Dear Dr. Craig:

The City of Mountain Brook would like to thank you for sending a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$2,100 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gantman, at sgantman@mountainbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
 Mayor

Virginia C. Smith
 Council President

2015-151

STATE OF ALABAMA
 COUNTY OF JEFFERSON

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this 21st day of November, 2015, by and between the City of Mountain Brook (hereinafter referred to as "City") and the Jefferson

Blount - St. Clair Mental Health Authority (hereinafter referred to as "Contractor"):

WHEREAS, municipalities in the State of Alabama are authorized to promote the public health, safety, morals, security, prosperity, maintenance and the general welfare of the community;

WHEREAS, Jefferson - Blount - St. Clair Mental Health Authority, is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, maintenance and the general welfare in the City of Mountain Brook;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing mental health services to residents of the City of Mountain Brook;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/100 (\$2,100.00) Dollars, for performing the services herein provided for the period beginning October 1, 2015 through September 30, 2016.

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herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.

6. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 meaning that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if needed, 3 days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook: City Manager
 City of Mountain Brook
 P.O. Box 138009
 Mountain Brook, AL 35213

To Contractor: Jefferson - Blount - St. Clair Mental Health Authority
 James A. Craig, Associate Director
 940 Montclair Road, Suite 200
 Birmingham, AL 35213

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Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notices by notifying the other party as party as provided in this paragraph.

No verbal agreement or conversation with any officer, agent, employee, or consultant of the City either before or after execution of this Agreement, will affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation will be considered an unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 9th day of November, 2015.

CITY OF MOUNTAIN BROOK,
 A Municipal Corporation

BY:
 Lawrence Terry Oden
 Mayor, City of Mountain Brook

WITNESSED:

BY:

JEFFERSON - BLOUNT - ST. CLAIR MENTAL
 HEALTH AUTHORITY

BY: _____
 Its Authorized Agent
 Print name: _____
 Title: _____

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2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

- Provide relief for residents who are in need of crisis stabilization for unimpaired mentally ill persons;
 - Provide medication and outpatient therapy for mentally ill persons;
 - Provide housing and treatment for mentally ill persons;
 - Provide in-home therapy for at-risk youths who are in danger of being removed from their homes;
 - Provide case management to ascertain housing and other supports to avoid unnecessary admissions to state hospitals;
 - Provide social work assistance to families; and
 - Contractor agrees to provide any and all personnel, supplies, equipment necessary for the services herein to be provided.
- The Contractor agrees to provide to the City at all reasonable times and places an accounting for the expenditure of funds granted herein.
 - The Contractor shall not transfer or assign this contract or the license or any of the rights and privileges granted herein without the prior written consent of the City.
 - The Contractor agrees that upon violation of any of the covenants and agreements

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STATE OF ALABAMA)
 COUNTY OF JEFFERSON)

I, _____, a notary public in and for said County in and for the State of Alabama, do hereby certify that _____ whose name as Authorized Agent of the JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires _____

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APPENDIX 3

2015-151



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
10 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213

LAWRENCE T. ODEN
MAYOR

October 28, 2015

2015-152

Tricia Kirk
The Exceptional Foundation
1626 Oxmoor Road
Homewood, AL 35209

Dear Ms. Kirk:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$7,500 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at sgaston@mtbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-152



RECEIVED
DATE
TIME
BY
OFFICE

October 29, 2015

Mr. Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009

Dear Mr. Boone,

The Exceptional Foundation is grateful for the ongoing support of our program from the City of Mountain Brook. We would like to request the 2015-2016 budget appropriation of \$7,500.00 at the city's earliest convenience. A check may be mailed to the attention of Tricia Kirk, Executive Director, at The Exceptional Foundation, 1616 Oxmoor Road, Homewood, AL 35209.

Please let me know if additional information is required.

Thank you,

Amanda Terry
Grant Writer

1616 Oxmoor Road | Birmingham, AL 35209
exceptionalfoundation.org

APPENDIX 4

STATE OF ALABAMA
JEFFERSON COUNTY

WITNESS this contract entered into this 28th day of October 2015, by and between the City of Mountain Brook, Alabama, hereinafter referred to as "City", and The Exceptional Foundation, Federal ID # 61-1094835 hereinafter referred to as "Contractor".

WHEREAS, Contractor is a duly incorporated non-profit corporation, incorporated under the laws of the State of Alabama

WHEREAS, Contractor has agreed to accept a General Fund appropriation from City hereinafter designated and to thereafter perform in consideration thereof, the herein described public services and the provisions of this contract:

NOW, THEREFORE, in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant and contract as follows:

- 1. For the fiscal year ending September 30, 2016, City will pay to Contractor the following amount: \$7,500.
2. This upon receipt by Contractor of the contract funds contemplated herein, Contractor shall be responsible for providing the personnel, supplies, equipment and expenses necessary to comply with all provisions, stipulations, terms and conditions of this contract.
3. Contractor is an independent contractor and none of its agents, servants or employees shall be deemed to be under control of City nor in any way shall any of its agents, servants or employees or other persons, firms or corporations consulting business for Contractor be deemed to be employees or agents, servants or employees of City.
4. Contractor shall indemnify and save City safe and harmless from any claims made by any person, firm or corporation against City for injury to property or person arising directly or indirectly out of any activity or pursuit of Contractor, which said obligation of indemnity shall include the payment by Contractor to City of any and all court costs, costs of defense and judgments rendered, if any, in favor of such person, firm or corporation.
5. Contractor shall:
(a) Provide in the City and to the citizens of the City the following public services during the applicable fiscal year: (Here list and describe all public services to be performed by Contractor)
To provide social and recreational activities to individuals who are mentally challenged.
6. Contractor shall be responsible for providing its eligible employees medical, dental, life and disability insurance as Contractor shall deem fit. No agents, servants or employees of Contractor shall be provided nor be eligible for medical, dental, life or disability insurance under any policy or policies offered or provided by or in the name of City or any of its agencies. No employees of Contractor will be carried as an insured on any City insurance policy nor will any Contractor employee be eligible for retirement or other benefits offered by City to its employees.
7. Contractor shall be responsible for all filing and accounting responsibilities for its corporation and its employees, including but not being limited to Social Security, all federal and state tax reporting, unemployment compensation and retirement benefits.
8. Contractor will keep complete records of all sums of money received from City and complete records of all disbursements and purchases from such funds. Contractor will submit upon request, and in no event less than quarterly, itemized statements to the City listing all purchases and expenditures from

the contract funds provided by City.

9. Audit of Funds: Contractor agrees to employ accounting procedures which are appropriate to the type of operation conducted and which are customary in similar operations. All records pertaining to this agreement shall be maintained by Contractor for a period of three (3) years after termination of this contract. Contractor agrees to transmit and maintain all financial obligations for required audits provided for in grant application or the grant itself, utilizing the normal City Auditing Procedures.

Contractor agrees that upon request from City, Contractor will submit to and cooperate with periodic audits by the City Auditor or other City requested audit procedures.

10. Contractor agrees that it will establish and maintain all accounting records, document all project costs and keep all invoices, checks and financial records separate, will submit progress reports as required by the City or other applicable agency or governmental entity and otherwise do all things undertaken by City in connection with any such grant, payment or other contract by which such funds are supplied.

11. Contractor will retain all books, records and other documents relative to this agreement, or any part thereof, for a period of three (3) years after project termination or close out. City or any other parties entitled to such records provided in any separate grant documents or contract executed by and between the City and any other supplier of funds which are ultimately paid to or for the use and benefit of Contractor, shall have full access and right to examine any of said materials at all reasonable times during said period.

12. In the event that Contractor shall in any manner fail to comply with any provisions or requirements of any grant document or contract or provisions of this agreement, such failure will constitute a default and unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this agreement and City shall have a right to terminate this agreement by giving ten (10) days written notice of such termination.

ATTEST: Steven Boone
Witness: [Signature]

CITY OF MOUNTAIN BROOK
By: [Signature]

ATTEST: Amanda Terry
Witness: [Signature]

Contractor (Exceptional Foundation)
By: Tricia Kirk
As its Executive Director

2015-153



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
241 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Linda Nelson
Jefferson County Historical Commission
4700 Seventh Ct. South
Birmingham, AL 35222

Dear Ms. Nelson:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$1,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at gastons@mtmbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-153

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into between the City of Mountain Brook, as Alabama municipal corporation ("City") and the Jefferson County Historical Commission ("Commission").

WHEREAS, the Commission was established in 1971 by an act of the Alabama Legislature; and

WHEREAS, the Commission sponsors publications on Jefferson County history and works with other organizations and agencies to further historic preservation and the documentation and protection of the historic resources of the City of Mountain Brook.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Commission hereby agree as follows:

- 1. This contract shall be effective on the 1st day of October, 2015, and will continue in effect until September 30, 2016, unless terminated sooner by either party.
2. The City shall pay to the Commission the sum of One Thousand Dollars (\$1,000.00), upon execution of this contract for services.
3. In consideration of the payment of the contract fund as provided herein, the Commission shall provide at least the following services to the City ("Services"):
a. The Commission, through its Historic Marker Program, shall identify and recognize houses, commercial, or public buildings, churches, and sites of historic interest and integrity, encouraging the preservation of these historically important places.
b. The Commission shall sponsor publications on Jefferson County history and cooperate with property owners, historical societies and authors in the publication of books, videotapes and audiotapes concerning the City of Mountain Brook and Jefferson County.
c. The Commission shall furnish information concerning advantages of preservation/restoration and provide assistance for architectural/preservation/design interns, teachers, students, and other citizen groups.
d. The Commission shall furnish speakers for civic clubs, parent-teacher associations, and school groups about history and historic preservation and its importance to the past, present, and future.
4. The Commission shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Commission is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City, nor shall any of the agents or employees of other persons, firms, or corporations conducting business for or on behalf of the Commission be deemed to be agents or employees of the City.

APPENDIX 5

5. The Commission shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Commission or its agents or employees of the Commission's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Commission.

6. The Commission agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Commission and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Commission for a period of three (3) years after the expiration or termination of this Contract. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. The Commission agrees that upon request from the City, the Commission will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Commission fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by the Commission within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and the City shall have the right to terminate this Contract by giving the Commission twelve (12) days prior written notice of such termination. Such termination of this Contract by the City shall not relieve the Commission of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

IN WITNESS WHEREOF, the Jefferson County Historical Commission has caused this Contract to be executed by its duly authorized Executive Director on the ___ day of ___, 2015 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on the ___ day of ___, 2015.

ATTEST: JEFFERSON COUNTY HISTORICAL COMMISSION
By:
Its:

ATTEST: CITY OF MOUNTAIN BROOK, ALABAMA
By: Lawrence T. Oden
Its: Mayor



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
501 Church Street
PO Box 1300001
Mountain Brook, Alabama 35213

2015-154

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Alabama Veterans Memorial Foundation ("Foundation").

WHEREAS, the City desires to promote learning opportunities and resources for its citizens; and

WHEREAS, the Foundation provides educational resources to the citizens of the City by operating and maintaining a park which honors Alabama veterans; and

WHEREAS, the City has determined that it is in the public interest to engage the Foundation in order to assist in the development and promotion of said educational resources.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Foundation hereby agree as follows:

1. This contract shall be effective on the 1st day of October, 2015, and will continue in effect until September 30, 2016, unless terminated sooner by either party.

2. The City shall pay to the Foundation the sum of One Thousand Dollars (\$1,000.00) upon execution of this contract for services.

3. In consideration of the payment of the funds as provided herein, the Foundation shall provide at least the following services to the City ("Services"):

- a. The Foundation will continue to operate and maintain the Alabama Veterans Memorial Park so that the park will remain a symbol of our servicemen's and servicewomen's dedication to their country.
b. The Foundation will provide educational resources to the citizens of the City through the Alabama Veterans Memorial Park that will not only teach the high cost of war, but celebrate peace and democracy.

4. The Foundation shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Foundation or its agents or employees of the Foundation's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Foundation.

APPENDIX 6

October 28, 2015

Mr. Robert Mosca
AL Veterans Memorial Foundation
PO Box 366972
Birmingham, AL 35216

Dear Mr. Mosca:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$1,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at gastons@mtainbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-154

6. The Foundation agrees to employ accounting procedures which are appropriate to the type of operations conducted by the Foundation and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Foundation for a period of three (3) years after the expiration or termination of this Contract. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. The Foundation agrees that upon request from the City, the Foundation will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Foundation fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by the Foundation within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and the City shall have the right to terminate this Contract by giving the Foundation twelve (12) days prior written notice of such termination. Such termination of this Contract by the City shall not relieve the Foundation of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

IN WITNESS WHEREOF, the Alabama Veterans Memorial Foundation has caused this Contract to be executed by its duly authorized Executive Director on the _____ day of _____, 2015 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, on the 28th day of October, 2015.

ATTEST:

ALABAMA VETERANS MEMORIAL FOUNDATION

By: _____
Its: Executive Director

CITY OF MOUNTAIN BROOK,

ATTEST:

ALABAMA
Steven Boone
Steven Boone, City Clerk

By: Lawrence T. Oden
Its: Mayor



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
24 Church Street
PO Box 130009
Mountain Brook, Alabama 35213

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Gail Andrews
Birmingham Museum of Art
2000 8th Avenue North
Birmingham, AL 35203

Dear Ms. Andrews:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$11,500 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at gastons@mtgibook.org.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-155



2015-155

June 5, 2015

Mayor Terry Oden
c/o Sam Gaston, City Manager
City of Mountain Brook
Post Office Box 130009
Mountain Brook, AL 35213

Dear Terry,

For more than 15 years the City of Mountain Brook has supported the Birmingham Museum of Art (BMA), helping the BMA continue its mission of providing quality and exciting educational opportunities to our community. We are grateful to the City of Mountain Brook, not just for its financial support of our educational endeavors, but also for its leadership role in providing municipal support to our agency.

Our strong partnership with Mountain Brook has allowed us to work together to provide a higher quality of life for our community, and provide residents of Mountain Brook with unique and unparalleled educational opportunities. In 2014-2015, we welcomed more than 140,000 individuals to the Museum, provided area education experiences to more than 50,000 children in the Greater Birmingham area, and offered more than 1,100 programs and services.

In 2015-2016, the BMA plans to present a wide range of exhibitions and programming that highlight our permanent collection of over 27,000 objects while also bringing in new works for our community to enjoy. The BMA will open the museum with the exhibition Rising Up: Hale Woodruff's Month at Talladega College (6/13/15 - 9/6/15). Rising Up will include works that span Woodruff's career, with a particular focus on his important work as a muralist.

The BMA will also have two exhibitions consisting primarily of works from our permanent collection, Black Like Who? Exploring Race and Representation in American Art (7/11/15 - 11/11/15) and Heiress Plays (12/19/15 - 4/10/16). Exhibitions currently on display that will remain free and open to the public include Daniel Priddy: Woodruff's First Studio Partner (4/18/15 - 12/6/15); Jo Choo in Honor: Sacred Symbols of Asia from the collection of Jim 'Jimmy' Dahl; and Henry H. Wilson (10/25/14 - Fall 2015); and Fresh Flaming: Between Fantasy and Reality (1/27/15 - 8/9/15).

BIRMINGHAM MUSEUM OF ART
2000 Rev. Abraham Woods, Jr. Blvd.
Birmingham, Alabama 35203
P: 205.354.2549 F: 205.731.8425
ARTSBMA.ORG

APPENDIX 7

The Collection of Peggy Stepp. The exhibition will include a variety of colorful 19th-century robes from the Russian Empire worn using the flat technique, as well as a number of other garments and accessories, including hats, boots, crowns, bags, and jewelry.

For our agreement with the City of Mountain Brook, and as is our goal, we will continue to provide Mountain Brook schools and residents with a wide variety of educational services and resources. These will include opportunities for tours and art activities for students, educational workshops for teachers, educational materials which can be borrowed for use in the classroom, an upcoming outreach event at a Mountain Brook school or library, a "Mountain Brook Night" at the museum, and a wide variety of lectures and programs relating to the permanent collection and special exhibitions, all of which will be available to the City and its residents free of charge.

The Museum offers opportunities for a variety of audiences, from studio classes and workshops, to lectures and film series, and musical and dance performances. Adult programs will continue to be a mainstay of the Department's schedule, with efforts dedicated to maintaining its current level of offerings, while diversifying its audience through new programs, workshops, and lectures. Continuing free programs include Bart's ArtVenture, Bart's Books, Family Days, ArtBerkas, lectures, BMA Specials, First Thursdays, and Teen BMA.

The City of Mountain Brook's partnership and support is greatly valued by the Museum, as well as the participation of its residents. Your past appropriations have been a direct investment in arts education, improving the quality of life for our community, and the patronage of your citizens encourages us to continue presenting the best in visual arts opportunities.

Thank you for your consideration of this request, and if you have any additional questions or would like to discuss further, please feel free to contact me or Meghan Ann Halligan, Development Officer for Grants and Individual Giving, at mhalligan@artsbma.org. We look forward to welcoming you to the Museum again soon and to continuing to provide a wide variety of educational opportunities and resources to Mountain Brook students and residents in the coming year.

Sincerely,

Gail Andrews
The R. Hugh Daniel Director
205.254.2855 / gandrews@artsbma.org

Very, we are cordially grateful for your support of the citizens of Mountain Brook, thank you!

CONTRACT FOR SERVICES
Fiscal Year 2016

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipal corporation ("City") and the Birmingham Museum of Art, a non-profit corporation organized under the laws of the State of Alabama ("Contractor").

Whereas, City desires to increase the learning opportunities for students in its school system; and

Whereas, Contractor has developed certain programs, exhibitions and learning laboratories which, in City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibitions and learning laboratories are not available in the Mountain Brook school system; and

Whereas, City has agreed to pay Contractor the sum of eleven thousand five hundred dollars (\$11,500.00) in consideration of Contractor providing City the services referred to in this Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

- 1. City shall pay to Contractor the sum of eleven thousand five hundred dollars (\$11,500.00), upon execution of this contract for services for one year from the date of execution.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
a. Contractor will continue to provide, free of charge, tours of the permanent collection to all students in the Mountain Brook Education system.
b. Teachers of the Mountain Brook school system will be permitted to attend teacher-training seminars and special in-service workshops conducted by Contractor. In addition, teachers will have access without charge to materials in the Contractor's Teacher Resource Center. The Contractor will also make Culture Cases, poster sets, and other educational materials available to teachers for curriculum enhancement. Teachers also have the option for interdisciplinary museum tours and studio classes. These offerings focus on the Museum's permanent collection and complement and enhance core curricula of language arts, social studies, science and math. Tours may include hands-on art lessons that tie into these various curricula.

- c. Contractor will offer the opportunity for an art-making outreach program onsite at a Mountain Brook City school or Emmet O'Neal Library targeting elementary, middle school and high school students.
 - d. During each year of the term of this Contract, Contractor will make available a series of lectures and other programs relating to the Museum's permanent collection and special exhibitions as a part of the programs conducted by the Emmet O'Neal Library, or other locations, in the City of Mountain Brook.
 - e. The City will have the opportunity to host one "Mountain Brook Night" at the Museum, during the year of its contract for services. Museum rental fee will be waived for the event (overhead charges for security and catering will be the responsibility of the City).
3. Contractor shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees of other persons, firms or corporations conducting business for or on behalf of Contractor be deemed to be agents or employees of City.
 4. Contractor shall indemnify and hold harmless the City and its agents, employees and elected officials, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.
 5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from the City, Contractor will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.
 6. If Contractor fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such

default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor twelve (12) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

In witness whereof, the Birmingham Museum of Art has caused this Contract to be executed by its duly authorized Director and City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, all as of the 9th day of November, 2015.

ATTEST: Birmingham Museum of Art

By: _____ Secretary By: _____ Its Director

ATTEST: City of Mountain Brook

By: Edwin Boone City Clerk By: Samuel P. Cook Its Mayor

APPENDIX 7

2015-156



CITY OF MOUNTAIN BROOK

OFFICE OF THE MAYOR
38 Church Street
PO Box 130009
Mountain Brook, Alabama 35113
Telephone: 205 962 2002
Fax: 205 970 3572
www.ci.mountainbrook.org
mayor@ci.mountainbrook.org

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Susan Barclay
Alabama Symphonic Association
3621 Sixth Avenue South
Birmingham, AL 35222

Dear Ms. Barclay:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$12,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at sgaston@mtbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Lawrence T. Oden
Mayor

Virginia C. Smith
Virginia C. Smith
Council President

2015-156

CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipal corporation ("City"), and the Alabama Symphonic Association, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system, including music and other arts-related subjects; and

Whereas, City also desires to enrich the cultural life of its residents by providing opportunities for them to participate in musical and other arts-related events, recognizing that exposure to educational and cultural experiences is valuable to the residents of the City of Mountain Brook; and

Whereas, in consideration of the payment referred to hereinafter, the Association has agreed to provide musical programs and to perform services for the students of City's school system and for the residents of the City.

Now therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to the Association the sum of ten thousand dollars (\$12,000.00) for services for the one-year period from October 1, 2015 through September 30, 2016 ("Contract Funds").
2. In consideration of the payment of the Contract Funds by City, the Association shall provide the following services to the students of City's school system and to the residents of City:
 - a. The Association will perform a concert at a City of Mountain Brook school.
 - Crestline Elementary School before September 30, 2016
 - b. The Association will provide up to 300 tickets for Mountain Brook students to attend an ASO Coffee Concert, Young People's Concert or Explorer Concert during the 2015-16 academic school year.
 - c. The Association will provide Mountain Brook school teachers with access to innovative music education lesson plans associated with the ASO Young People's Concerts.
 - d. The Association will provide lectures, demonstrations, and educational programs for the teachers and students of the Mountain Brook school system on request, schedules permitting.

APPENDIX 8

Exhibit A

- a. The Association will provide opportunities for young musicians from the Mountain Brook school system to participate in pre-concert performances and special masterclass offerings, and audition for the Alabama Symphony Youth Orchestra (ASYO).
3. The Association shall deliver to City's Finance Department a detailed report describing the Association's use of the Contract Funds by the earlier of sixty days following the expenditures or November 30, 2016.
4. The Association shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. The Association is an independent contractor and none of its agents, or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations conducting business for, or on behalf of, the Association be deemed to be agents or employees of City.
5. The Association shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:
 - (a) the performance, or attempted performance, by the Association or its agents or employees of the Association's obligations under this contract; and
 - (b) any claim that the Contract Funds were improperly paid by City to the Association.
6. The Association agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Association and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Association for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. The Association agrees that, upon request from City, the Association will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.
7. The Association and the representative of the Association, who executes this Contract, by the execution of this Contract, certify that:
 - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;

- b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Alabama Symphonic Association has caused this Contract to be executed by its duly authorized Executive Director on (date) _____ and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) 11/9/2015, but this contract shall be effective as of (date) Oct 1, 2015.

ATTEST: Alabama Symphonic Association

Susan Barclay
Its Government Relations Manager

By: Curt Long
Its Executive Director

ATTEST:
Sam S. Gaston
City Clerk

City of Mountain Brook
Sam S. Gaston
Its City Manager

Exhibit A

Exhibit A



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
24 Church Street
P.O. Box 132009
Mountain Brook, Alabama 35213

2015-157

Contract for Services
Fiscal Year 2015

This contract for services ("Contract") is entered into by and between City of Mt. Brook, an Alabama Municipal corporation ("City"), and the Birmingham Botanical Society, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system including: and

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits and learning laboratories are not available in the Mt. Brook school system; and

Whereas, City has agreed to pay contractor the sum of twenty thousand dollars (\$20,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

- 1. City shall pay to Contractor the sum of twenty thousand dollars (\$20,000.00), upon execution of this contract for services for one year from date of execution.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
a. Contractor will continue to provide city students with a variety of free science curriculum-based field trips.
b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation.
c. Field trips are for students in grades Kindergarten (K) through High School, inclusive.
d. The following field trips are available during the following months:

Table with 2 columns: Activity Name, Dates. Includes Native American Area (September-November, March-May), Dr. George Washington Carver (September-November), Garden Gates Workshop (January-February).

APPENDIX 9

2015-157

October 28, 2015

Fred Spicer
Birmingham Botanical Society
2612 Lane Park Road
Birmingham, AL 35223

Dear Mr. Spicer:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$20,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at cgaston@mtbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

Table with 2 columns: (Plant Propagation), Dates. Includes Tropical Rain Forest (March-May), Alabama Woodlands (September-November, March-May), Secret Life of Trees (September-November, March-May), Plants: Inside Out (September-November, March-May).

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays.
f. Schools shall select the students that will attend the contractor's field trips. The Contractor shall not be responsible for providing transportation.
g. Schools shall contact the contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the contractor.
h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip.
i. The city and the contractor shall each monitor the number of students that attend the contractor's field trips and shall agree to reconcile the number at the end of the contract period.
j. The Contractor will engage with sophomores-through-senior city high school students in a field study program.
k. City Chamber of Commerce shall seek additional opportunities with the contractor.

- 3. Contractor shall provide the personnel, supplies, equipment, and expense necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.
4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.

- 5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the city.

- 6. If Contractor fails to comply with the provisions of the Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

- 7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:
a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and
c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of the certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such

termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Birmingham Botanical Society has caused this Contract to be executed by its duly authorized Executive Director on Nov 6, 2015, and City of Mt. Brook has caused this Contract to be executed by its duly authorized representative on 11/17, 2015, but this Contract shall be effective as of October 1, 2015.

Birmingham Botanical Society, Inc.

By [Signature]
Its Chief Executive Officer

City of Mt. Brook

By [Signature]
Its Mayor



November 2, 2015

Mr. Sam S. Gaston
City Manager
City of Mountain Brook
56 Church Street
Birmingham, AL 35213

Dear Mr. Gaston:

Thank you and everyone with the City of Mountain Brook for everything you have done for Birmingham Botanical Gardens over our more than 50 years as a cultural and educational landmark. It is only thanks to great partners like the City of Mountain Brook that we are able to celebrate this milestone and all of our accomplishments.

Discovery Field Trips are once again in full swing with several Mountain Brook schools already scheduled to partake in these science curriculum based experiences at The Gardens. We are so happy to provide these educational experiences to thousands of Mountain Brook students over the more than 16 years of Discovery Field Trips. The City of Mountain Brook's funding helps to ensure that this program remains free and of the highest quality for your students, and for that, we are grateful.

With the city's continued support in 2015, we hope to continue our great tradition of providing free, hands-on science curriculum-based education to Mountain Brook students as well as expanding those offerings. This year we look to introduce an environmental science field study focused on soil science and plant-soil relationships to Mountain Brook high school students.

We are well aware that there are many worthy organizations to partner with and we continue to be truly grateful that Mountain Brook has chosen to partner with us. While participation continues to increase, so do the costs. With that reality in mind, we hope that you and the City of Mountain Brook will consider increasing our contract for services to a \$20,000 gift for Discovery Field Trips, the new high school science field study program and to allow us to explore new opportunities to partner with the Mountain Brook Chamber of Commerce.

We cannot overstate the importance of the City of Mountain Brook's continued funding for our programs, and we sincerely appreciate your consideration.

For The Gardens,

[Signature]
Frederick H. Miller, Jr.
Executive Director
205.414.3903

[Signature]
Drew Rachel
Donor Relations Officer
205.414.3955

Enclosure: Proposal and Education Impact Statement

- 2015 Board of Directors
- President
Bruce Ray
- President-Elect
R. Kelly Hays
- Past President
B. Thomas Rugh Jr.
- Treasurer
Steve Williams
- Secretary
Paul Jones
- VP Development
Randy Hays
- VP Culture and Endowments
Elizabeth McLaughlin
- Governance Chair
F. Scott Grinstead
- Officers
- Willy L. Lee
- Thomas Collier
- James Bond President
Annals Index
- At Large
- Lukey Adams
- Lang Beatty
- May Beatty
- Cheryl Banks
- Evody Beatty
- James Beatty
- Charles G. G. G. G.
- John H. H. H.
- John H. H. H.
- J. James Jones
- Bill Johnson
- Elizabeth Johnson
- Carl Jones
- Yvonne Kelly
- Gene Kelly
- John Kelly
- John Kelly

APPENDIX 9

Friends of Birmingham Botanical Gardens*
Funding Request
City of Mountain Brook



Birmingham Botanical Gardens features 67.5 acres of breathtaking gardens which include over 3,000 types of plants, a large conservatory (recently improved and reopened) and more than 30 works of outdoor sculpture, all enjoyed by over 350,000 annual visitors. With more than 25 separate specialty gardens and woodlands areas representing the best of Alabama's horticultural and natural wonders, The Gardens is an important part of our region's biodiversity as well as a beautiful asset to Alabama and our neighbors in Mountain Brook.

Friends of Birmingham Botanical Gardens (The Friends) provides staff, volunteers and funding for educational programming, garden maintenance, plant and library collection expansion, long range planning and physical development. The Friends is also responsible for direction and day to day management of all Gardens' employees. Most importantly, The Friends raises and administers funds that provide year round educational programming for children and adults, helps to keep The Gardens - the most visited free attraction in the state - clean and green, and assists in maintaining the most extensive living plant collection in the region.

Science education is the keystone of The Friends' mission. The benefits of involvement in horticultural activities and exposure to nature can be seen in cognitive, psychological, social, and physical realms and research continues to reveal these connections across many groups of people. Friends of Birmingham Botanical Gardens was the first area organization to base its children's education program, Discovery Field Trips, on the approved state science curriculum. We are proud to see that our model has been so successful that it has been adapted by other local non-profits, expanding the number of hands-on education opportunities to Mountain Brook school children.

Discovery Field Trips are hands-on science curriculum based field trips for students from preschool through high school. Participants learn about interdependence of plants and animals in the ecosystem, basic plant and flower parts and methods of propagation, photosynthesis and plant expansion, the life and scientific contributions of Dr. George Washington Carver, varieties of plants utilized by Native Americans, plant adaptation to tropical rain forests, and "The Secret Life of Trees." Discovery Field Trips are available free of charge to City of Mountain Brook students. Over its more than 16-year history, thousands of Mountain Brook students have engaged in these interactive learning experiences. We thank the City of Mountain Brook for helping us connect these children to nature.

We are also looking to expand our educational offerings to Mountain Brook students by engaging sophomores-through-senior high school students in a hands-on, science curriculum-based environmental science field study focused on soil science and plant-soil relationships. These on site field studies will last approximately 40 minutes and cover topics such as soil formation, particle size, pore space, watering, mineral and organic content, root growth zone, soil development, tree growth response to land-use position and soil depth, erosion mitigation, and more. All topics coordinate with state curricula for those grade levels.

In addition, as you know, The Gardens attracts many visitors to the area, acting as an economic catalyst for Mountain Brook Village, Crestline Village, the Grand Bohemian Hotel, and more. As such, we look to foster our relationship with the City of Mountain Brook's Chamber of Commerce. As funding allows, we will investigate further opportunities for us to partner with the chamber and work with your city.

Friends of Birmingham Botanical Gardens respectfully requests continued support in the amount of \$20,000 from the City of Mountain Brook to help underwrite Discovery Field Trips, the new environmental field study program, and our work with the Mountain Brook Chamber of Commerce for the 2015/2016 academic year. Funds provided by the City of Mountain Brook will support the administrative, training and coordination costs, materials and equipment for the field trips, maintenance of gardens where trips take place and professional development workshops.

With your help, The Friends will continue to expand educational programming, environmental science, facilities maintenance and development, as well as horticultural health and diversity. Birmingham Botanical Gardens constitutes a valuable resource for our community which must be maintained and enhanced for present and future visitors.

* Birmingham Botanical Society, Inc. dba Friends of Birmingham Botanical Gardens



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
34 Church Street
PO Box 136207
Mountain Brook, Alabama 35213
Telephone 205 967 3683
Fax: 205 970 3377
mso@mountainbrook.org
www.mountainbrook.org

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Ricky Strickland
Birmingham Children's Theatre
PO Box 1362
Birmingham, AL 35201

Dear Mr. Strickland:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$3,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gason, at gason@smbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-158



AGREEMENT

This Agreement (Agreement) is entered into by the City of Mountain Brook, Alabama, a municipal corporation (City) and Birmingham Children's Theatre (BCT), a not-for-profit corporation organized under the laws of the State of Alabama, effective as of the date last signed below by a party.

WHEREAS, BCT offers professional theatre for children in the Greater Birmingham Area and associated educational and instruction services aligned to the Alabama Course of Study used in public schools for children who attend its productions (collectively, the Services);

WHEREAS, the Services provided by BCT provide unique educational and enrichment experiences for children living in any community;

WHEREAS, pursuant to the term, conditions and understandings in this Agreement, the City desires that the BCT provides Services that benefit students who attend elementary schools located in the City of Mountain Brook; and

WHEREAS, BCT's performance of Services for students who attend elementary schools in the City enhances the quality of life therein and serves a public purpose for its citizens.

Witnesseth

In consideration of the mutual covenants herein and other consideration, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and BCT agree as follows:

1. BCT shall offer the following productions and provide Services in connection therewith for students who attend elementary schools located in the City:

Mainstage productions - for students in grades 2-5 include:

Table with 3 columns: Production Name, Date, and Performances. Includes Seussical, Tweedle Function, and Pinocchio.

APPENDIX 10

2015-158

Web Series Productions - for students in grades pre-K-1 include:

Table with 3 columns: Production Name, Date, and Performances. Includes Dear Santa and The Jack and the Beanstalk.

• Web also tour with BCT On Tour

Additional information and commitments by BCT about the Services it will provide are set forth on BCT's Request for Contract for Service that is attached hereto and incorporated by reference herein.

2. As part of BCT's mission to integrate the arts into classroom academics, BCT also will provide, at no additional charge other than set forth herein, an on-site Study Guide Live for one grade level at each Mountain Brook elementary school for a BCT production of their choice.

3. In consideration for BCT providing the Services and performing its other obligations set forth herein, the City will pay BCT five thousand dollars (\$5,000) for its fiscal year October 1, 2015 - September 30, 2016. These funds will be paid to BCT on or before December 31, 2015.

4. Other Terms and Conditions.

- (a) At its expense, BCT shall provide all personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Agreement.
(b) BCT is an independent contractor of the City. The City has no right to control the persons, agents or employees of BCT who provide the Services, and none of them are agents or employees of the City.
(c) BCT shall indemnify and hold harmless City and its agents, employees, and elected officials (collectively the City) from and against all actions, causes, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by the City arising out of, or in connection with the acts or conduct of BCT, and its agents, employees and representatives, in performing or failing to perform any of their obligations under this Agreement.
(d) BCT agrees to utilize commercially reasonable accounting procedures which are customary to similar operations. BCT shall maintain all financial records and other documents pertaining to its performance of obligations under this Agreement for a period of three (3) years after its expiration or termination.
(e) If BCT fails to perform or comply with any of its material obligations under this Agreement, any such failure shall constitute a default hereunder unless corrected by BCT within thirty (30) days following its receipt of written notice of such default from the City.

occurrence of any such default, the City shall have a right to terminate this Agreement before its expiration by giving BCT written notice of such termination effective as of the time designated in that notice. Any such termination by City shall not relieve BCT of its obligations or liability to City arising hereunder that relate to or arise from events occurring before the termination or early expiration of this Contract.

(f) This Agreement contains the complete terms, conditions, understandings, representations and covenants between the City and BCT concerning the matters set forth herein. Unless stated herein, any prior negotiations or understandings concerning these matters are merged herein and of no effect.

In witness whereof, the undersigned, duly authorized representatives of the parties have affixed their signatures with the intent to bind their respective entities to the obligations in this Agreement.

BIRMINGHAM CHILDREN'S THEATRE

By: Ricky Strickland
Printed Name: Ricky Strickland
Its: Executive Director
Date:

CITY OF MOUNTAIN BROOK, ALABAMA

By: Lawrence T. Oden
Printed Name: Lawrence T. Oden
Its: Mayor
Date: Nov 9, 2015

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

Name of the Organization:

Birmingham Children's Theatre

Mission of the Organization:

To educate, entertain and enrich the lives of children through the magic of professional theatre.

Request:

Birmingham Children's Theatre requests a \$5,000 contract for funds from City of Mountain Brook to provide services that create and increase access to live theatre to Mountain Brook school students, parents and teachers. BCT will also provide on-site Study Guide Live to one grade level of the elementary schools in the city.

Agency Background:

Birmingham Children's Theatre (BCT), established in 1947, is one of the nation's oldest and largest professional theatre companies for young audiences. The mission of Birmingham Children's Theatre (BCT) is to educate, entertain and enrich the lives of children through the magic of professional theatre. BCT produces high-quality, professional theatrical entertainment and curriculum-relevant arts education experiences for children and families. BCT reaches upwards of 150,000 young people annually through its performances in Birmingham and on tour throughout Alabama and the Southeast. In its seven decades, BCT has touched the lives of more than 12 million children.

BCT celebrates the connection between literature and theatre and bridges professional theatrical entertainment with relevant curriculum-based education experiences for children. Research has shown that when students have access to arts education they perform better academically, participate more actively in extracurricular activities and are more likely to pursue higher education. BCT is committed to live theatre for young audiences within a professional theatre setting.

BCT is second largest employer of professional theatre artists in Alabama. As the resident professional theatre of the Birmingham-Jefferson Convention Complex (BJCC), BCT operates the 150-seat Dornick Studio Theatre, the intimate 250-seat Wee Folks Theatre for students ages 3-6 and the larger 900-seat MainStage Theatre for students ages 6-up.

For the 2015-2016 season, Birmingham Children's Theatre is producing eight works including a new commissioned script and an Alabama premiere. BCT On Tour will tour four productions to rural Alabama and the Southeastern United States; the Academy will offer workshops and master classes; and we will provide additional community education programming. BCT's Academy of Performing Arts workshops and camps provide individualized instruction and theatre training for students ages 4-16 each year.

BCT's ongoing *New Voices Project* has commissioned more than 50 original scripts, stories, musicals and adaptations for young audiences since 1982. BCT maintains a commitment to discovering new voices among playwrights, and the presentation and experimentation in dramatic literature for youth. It is Alabama's only ongoing new play development project that focuses specifically on theatre for young audiences.

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

2015-2016 Season Request for Services:

Birmingham Children's Theatre desires to enter into a contract for services with the City of Mountain Brook thereby increasing opportunities for learning in the Mountain Brook School System. BCT is a community resource that provides the City of Mountain Brook students, parents and teachers access to live theatre within a professional theatre setting. The children benefit from the exposure, immersion and integration of arts education. At BCT, we are "education" wrapped in amazing, inspiring productions that engage your students. The productions that BCT chooses to present are relevant, fresh stories covering a variety of topics and classroom literature suggestions and requirements. Generation after generation of Mountain Brook residents have attended performances - children, parents, grandparents, great grandparents. Yearly, all four of the Mountain Brook elementary schools attend BCT with over 1,800 elementary students attending a BCT performance during the 2014-2015 season. This does not include children attending from Mountain Brook daycares, performances at the Emmett O'Neal Library and public performances.

As part of BCT's mission to integrate the arts into classroom academics, BCT will provide an on-site Study Guide Live for one grade level at each Mountain Brook elementary school for a BCT production of their choice. The Study Guide Live Program is a supplement to the Study Guide offered to teachers for each show, but taken to the next level. All BCT Study Guides are tailored for each PreK-8th grade classroom and are carefully designed to include both National Arts Standards and State curriculum standards outlined by the Alabama Course of Study.

Study Guide Live focuses on the merit of language arts, its relevance in everyday life and it's usefulness in the career field. It is an interactive program that seeks to educate children through the art of theatre with a focus on communication, imagination and team-work. Prior to attending the BCT production, BCT staff and teachers work together to create an age appropriate and relevant curriculum, based on state standards with focuses on subjects such as history, language arts and theatre craft. Students will participate in theatre games and warm ups, and they will also be introduced to various theatre careers, practices and etiquette. These activities will stimulate lively responses and multi-sensory explorations of concepts in order to use the theatrical event as a vehicle for cross-curriculum and language arts learning. Session will last approximately one hour at a time designated by the teacher and school.

Birmingham Children's Theatre also provides access to Study Guides that empower teachers and parents with customized lesson plans, concrete examples of cross-curriculum learning and specified arts integration techniques, while challenging students of all ages to bridge their arts experiences with current educational standards. These well researched resources will be available for all BCT productions and are sure to become a key in-school component for supporting and sustaining arts education both in and out of the classroom.

Birmingham Children's Theatre's actors and teachers attended and brought study guides to all four elementary schools this year. Audience reaction to the productions and Study Guide Live was extremely positive and well received, by both student and teachers. Some of the teacher's comments were, "very interactive and engaging; good for active 1st graders"; "I feel the students will get more out of the play because of the presentation"; "children asked good questions - had our children thinking" and "went along with our Reader's Theatre".

BCT instills a love of theatre while imparting important life lessons and addressing issues facing our children. BCT's MainStage productions will stimulate the creativity and innovation that will prove critical to classroom learning. These series of productions are carefully constructed to provide curriculum-based entertainment, offering productions, often based in literature or history. BCT puts great importance into integrating important social issues, such as bullying and greed, into each season's shows.

APPENDIX 10

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

This season, MainStage Productions will share the lessons of love and appreciation of reading and books, the consequences of cyber bullying and the effects of technology, the value of people and the powers of friendship, loyalty, family and community.

MainStage Productions - for students in grades 3-6 include:

<i>The Reluctant Dragon</i> +	September 29 - October 9, 2015	18 performances
<i>Sexsual</i>	December 2 - 19, 2015	28 performances
<i>Force/Time</i> +	February 3 - 20, 2016	30 performances
<i>Phoebio</i>	April 3 - 27, 2016	34 performances

Summer Series - productions for families:

<i>Gingerbread Boy</i>	June 2 - 13; July 20 - Aug. 1, 2015	40 performances
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Wee Folks productions will share messages and principles such as the value of hard work, the difference in doing all you can and doing nothing at all, the value of friendship, that nothing is ever hopeless and any problem can be solved with a little bit of thinking.

Wee Folks Productions - for students in grades pre-K-1 include:

<i>The Little Red Hen</i> +	Sept. 13 - Oct. 2, 2015	31 performances
<i>Dear Santa</i>	Nov. 23 - 30; Dec. 1 - 18, 2015	42 performances
<i>The Jack and the Beanstalk</i> +	Feb. 2 - 20; April 13 - 24, 2016	60 performances

+ New commissioned work
+ Will also tour with BCT On Tour

Goals and Objectives

Birmingham Children's Theatre strives to meet the following goals each and every season: (1) Provide ideas and tools for teachers to utilize in their existing programs along with ways to use theatre arts in other areas of study, such as history, social studies and language arts; (2) To help students gain a better understanding of theatrical arts, which research has shown brings overall improvement in their other educational studies; and (3) To introduce theatre arts to students who may never have attended a professional live theatre performance.

Key Personnel

Ricky Stricklin (Executive Director) is a CPA and retired as Vice President of Finance for Shoak and Fletcher Insulation Company. He holds a degree in business and accounting from the University of Alabama. He previously was the Director of Finance and Administration at BCT. His experience in strategic planning, visioning, and managing financial operations and human resources in a senior management position combined with his longtime support and love of the arts community make him a great addition to Birmingham Children's Theatre.

Leah Luker (Production Manager) has written, directed, stage managed and starred in many BCT productions over the past eight years. Leah has a degree in theatre and is a proud member of the Actors' Equity Association.

Meredee Robinson (Director of Touring) holds a BA in Theatre Technical and a BA in Theatre Performance. She has been working in theatre for the past ten years and has spent the past four years touring professionally with several different theatre companies.

Staff: BCT maintains a full-time administrative and production staff of 15, and will employ over 100 professional theatre artists in 2015-2016 including actors, directors, choreographers, designers, costumers, musicians, technicians and teaching artists.

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

Need

Arts education plays an important role in providing Alabama students with a well-rounded education. "The arts provide a vehicle through which to learn almost any subject currently taught in public schools today, but regrettably arts education is one of the first programs to be last when budgets are limited," said Tommy Elice, State Superintendent of Education, in a statement. "It is imperative that we create a priority for the arts in our total school program for it is through this creative learning experience so many of our students find their 'voice' -- in its broadest sense."

U.S. Secretary of Education Arne Duncan remarks that "arts education can help build the case for the importance of a well-rounded, content-rich curriculum in at least three ways. First, the arts significantly boost student achievement, reduce discipline problems and increase the odds that students will go on to graduate from college. Second, arts education is essential to stimulating the creativity and innovation that will prove critical to young Americans competing in a global economy. And last, but not least, the arts are valuable for their own sake, and they empower students to create and appreciate aesthetic works."

Every season, BCT performs a series of shows for local school children and the general public giving children and families the opportunity to share the total theatre experience. BCT is open to all children, regardless of age, race, religion or nationality. Over 50% of the youth that attend BCT performances are from culturally and financially underserved communities. BCT seeks to expose its youth-centric audiences to new heritages, traditions and art forms by producing works that elevate the public perception of art and continue to reinforce the artistic merit of live theatre for young audiences. Regardless of the need, BCT continues to maintain a policy of ensuring that children can attend a performance and works closely with many schools and families to provide complimentary tickets or subsidized tickets to the underserved communities. Through generous contributions from institutional donors and individuals, BCT makes performances available to all students in the Greater Birmingham metropolitan area.

Project Evaluation

BCT will evaluate the entire season by collecting standard metrics of participation including numbers of teachers served through the utilization of BCT Study Guides, number of students served through in-school theatre education workshops and overall number of schools, teachers, students and individuals reached by BCT's performances at home and on tour. Beyond these standard attendance measures, BCT's Director of Production and Education will oversee formal and informal evaluation of all education programs and activities. Both written and electronic surveys will be distributed to attendees to collect feedback regarding the quality of work presented, professionalism and instructional techniques displayed by teaching artists and staff and the overall degree to which attendees benefited and felt engaged. Additionally, both anecdotal and formal survey feedback will be sought from home season and tour performance attendees from which all formal evaluation and statistical analysis will occur, and if BCT is meeting its specific objectives by producing a long-term impact on attendees. All evaluations inform BCT staff and board committees in determining future programming.



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
36 Church Street
M.O. Box 120000
Mountain Brook, Alabama 35213
Telephone 205 807-3921
Fax 205 810-2117
www.ci.mountainbrook.al.us

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Dr. Bill Foster, CEO
Birmingham Zoo
1 Wild Place
Birmingham, AL 35223

Dear Dr. Foster:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$30,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Geston, at gsgeston@mountainbrook.gov. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

will need to acquire any remaining rights from Evcon, Inc. before utilizing any such Materials for its purposes.

4. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or other persons, firms, or corporations conducting business for or on behalf of the Zoo be deemed to be agents or employees of the City.

5. The Zoo shall indemnify the City and its agents, employees, and elected officials and hold them harmless from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance by the Zoo or its agents or employees of the Zoo's obligations under this Agreement; and (b) any claim that the payments described herein were improperly paid by the City to the Zoo.

6. The Zoo agrees to employ accounting procedures which are appropriate to the types of operation conducted by the Zoo and which are customary to similar operations. All financial records and other documents pertaining to this Agreement shall be maintained by the Zoo for a period of three (3) years after the expiration or termination of this Agreement. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Agreement and during said three-year period. The Zoo agrees that upon request from the City, the Zoo will submit to and cooperate with periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Zoo fails to comply with the provisions of this Agreement, such failure shall constitute a default under this Agreement and, unless corrected by the Zoo within thirty (30) days following receipt of written notice for the City of such default, shall be deemed a breach of this Agreement and the City shall have a right to terminate this Agreement by giving The Zoo twelve (12) days prior written notice of such termination, and the City shall not be obligated to make any additional payments to the Zoo. Such termination of this Agreement by the City shall not relieve the Zoo of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Agreement, whether such obligations or liabilities occur or accrue before or after the termination of this Agreement.

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, all as of the 14th day of November, 2015.

CITY OF MOUNTAIN BROOK

BIRMINGHAM ZOO, INC.

Lawrence T. Oden
Mayor, City of Mountain Brook

William R. Foster
Chief Executive Officer, Birmingham Zoo, Inc.

Attest: Steven Boone
City Clerk

Attest:

2015-159

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 9th day of November, 2015 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo"), an Alabama non-profit corporation.

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City's opinion, will be helpful and instructive to said students; and

WHEREAS, such programs, exhibits, and learning laboratories are not available at Mountain Brook City Schools; and

WHEREAS, the Zoo has agreed to work cooperatively with and assist the City with future public works projects; and

WHEREAS, the City has agreed to pay the Zoo the sum of Twenty Thousand Dollars (\$20,000.00), in consideration of the Zoo providing the City the services referred to in this Agreement.

NOW, THEREFORE, consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Zoo hereby agree as follows:

- 1. The City shall pay to the Zoo Seventy-Five Thousand Dollars (\$75,000.00) in April of 2016.
2. In consideration of the payment of the funds as provided herein, the Zoo shall provide at least the following services to the City ("Services"):
a. The Zoo will provide guides and educational enrichment for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for one (1) year from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admission program.
b. The Zoo will provide to Mountain Brook City Schools a series of educational programming and classes targeting elementary, middle, and high school students free of charge for one (1) year from the date of execution of this Agreement.
c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.
3. Effective upon the execution of this agreement, the City conveys and the Zoo accepts all remaining right, title and interest the City still has in the soil, dirt, earth and other excavated material that was removed as a result of the City's Flood Control Project ("Materials") with no further obligation on the City's part with respect to the storage, removal, or redistribution of such Materials. Such conveyance is made with the understanding that the City has previously conveyed certain rights to the soil, dirt, and other excavated material to Evcon, Inc. for its use in conjunction with its redevelopment activities and that the Zoo

2015-159



CITY OF MOUNTAIN BROOK

OFFICE OF THE MAYOR
25 Church Street
PO Box 110000
Mountain Brook, Alabama 35201
Telephone: 205.921.3803
Fax: 205.921.3819
www.cityofmountainbrook.org
external email: town@mountainbrook.org

2015-160

CONTRACT

LAWRENCE T. ODEN
MAYOR

October 28, 2015

Mr. David Barber
Prescott House
1730 14th Avenue South
Birmingham, AL 35205

Dear Mr. Barber:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$5,000 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at sgaston@mountainbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

WHEREAS, Prescott House provides forensic interviews for law enforcement agencies in reported cases of reported, or suspected, child physical abuse and sexual abuse; and

WHEREAS, Prescott House has been providing said services to law enforcement agencies in the Birmingham Division of Jefferson County, Alabama, including the Mountain Brook Police Department, since Prescott House began operation in March, 1987; and

WHEREAS, Prescott House provides these services at no cost to the child, the child's family, or to the Mountain Brook Police Department; and

WHEREAS, Prescott House is a not-for-profit corporation under the laws of the State of Alabama, and has been granted non-profit status under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Prescott House has never received any financial support from the City of Mountain Brook, Alabama, in support of its continuous services to the City;

PRESCOTT HOUSE offers to enter into an agreement with the City of Mountain Brook whereby Prescott House will continue to provide such services to the citizens of Mountain Brook, and the Mountain Brook Police Department, as needed, for FY 2016 in consideration of Five Thousand dollars (\$5,000.00) to be paid to Prescott House during FY 2016.

Done this 9th day of November, 2015, by

For the City of Mountain Brook, AL

David Barber, Founder & President of the Board
On behalf of Prescott House

APPENDIX 12

2015-160

From: Barber, David (mailto:barberd@tocal.org)
Sent: Monday, November 02, 2015 8:51 PM
To: Sam Gaston
Cc: Barber, David
Subject: Fwd: Service Contract for City of Mt. Brook, 2016

Sam, THANK YOU for your help in securing this funding for Prescott House for the new FY!

My Executive Director called me this morning with the good news, so attached is the contract you requested. Prosecutors are not known for their contract drafting skills, so if the City Attorney wants to tweak the attached document that is perfectly acceptable to me - no pride of authorship here!

Let me know if this document is acceptable and I will come by City Hall and sign it.

Thanks again!

David Barber
205-511-3375 (Cell)

contract for his/her particular school and work with a designated McWane Science Center Visitor Services representative or Groups Sales staff member.

Each Mountain Brook City School shall be responsible for providing transportation to the science center for both visits to the science center and participation in the Challenger Learning Center. Adult chaperones shall be provided by Mountain Brook City Schools for students at McWane Science Center. McWane Science Center requires one chaperone for every six students in grades K-8.

Each Mountain Brook School Admin shall contact the McWane Science Center Grants Administrator at least 12 school days prior to a proposed visit to the science center.

During the late spring, McWane Science Center can have over 1,500 students a day. McWane Science Center would like to strongly encourage a visit, mission or a program early in the spring term so that the students can take full advantage of this contract.

Both the Mountain Brook City Schools and McWane Science Center shall keep a record of the number of students who have participated in programs through the use of this contract and the programs in which they have participated. They shall work together to reconcile these numbers each year and report these numbers to the Mountain Brook Superintendent, the Mayor of the City of Mountain Brook and the Mountain Brook City Council.

Any fees for services over the allotted amount of \$10,000 shall be covered by either the schools or the students.

Agreement

This agreement represents the entire contract between the City of Mountain Brook and McWane Science Center. The signatures listed below attest to the agreement of the contract as stated.


 Andy W. Tolbert
 President and CEO, McWane Science Center
 11/4/15
 Date


 Lawrence T. Oolin
 Mayor of Mountain Brook
 11/9/2015
 Date



Mountain Brook Involvement With McWane Science Center

City of Mountain Brook
 June 1, 2014 – May 31, 2015

of General Visitors (based on zip codes: 35213, 35223 and 35243) – 13,573

City of Mountain Brook Field Trips – 436

<i>Mountain Brook Elementary School – 275</i>	
Adventure Halls / Robotics Challenge program / IMAX – Mysteries of the Unseen World	91
Adventure Halls / IMAX – Journey into Space	86
Adventure Halls / Electrifying Experiences / IMAX – Mysteries of the Unseen World	98

<i>Mountain Brook High School – 20</i>	
Adventure Halls	20

<i>Crestline Elementary School – 141</i>	
Adventure Halls / IMAX – Mysteries of the Unseen World	141

City of Mountain Brook Outreach Program – 1,358

<i>Brookwood Forest Elementary School – 194</i>	
Star Dome	139
Marvels of Magnets	55

<i>Cherokee Bend Elementary School – 526</i>	
Liquid Lab	99
Light Bright	48
Amazing Animals	46
Marvels of Magnets	50
Reactions in Action	110
Dinosaur Detectives	40
Rocks and Minerals	59

APPENDIX 13

Star Dome	74
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<i>Crestline Elementary School – 489</i>	
Rocks and Minerals	107
Liquid Lab	116
Marvels of Magnets	88
Reactions in Action	127
Reactions in Action	51

<i>Mountain Brook Elementary School – 149</i>	
Marvels of Magnets	70
Star Dome	79

Other Groups (based on zip codes: 35213, 35223 and 35243) – 1,713

Camp Gan Israel	James Reston Foundation
Juvenile Diabetes Research Foundation	YMCA
Youth Serve	Be Kare Child Development Center
Lifeline Fitness Summer Camp	Canterbury Child Development Center
Canterbury United Methodist Church	Country Club of Birmingham
Jewish Levite Community Center	JBS Mental Health Authority
Highland School	Crestline Early Learning Center



CITY OF MOUNTAIN BROOK
OFFICE OF THE MAYOR
32 Church Street
P.O. Box 100004
Mountain Brook, Alabama 35213
Telephone: 205 402 3002
Fax: 205 476 1811
www.cityofmountainbrook.org
personal email: LawrenceT.Oden@ci.mo...

2015-168



Contract for Services - Fiscal Year 2015-16

This Contract for Services ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Alabama Ballet, a not-for-profit corporation organized under the laws of the State of Alabama ("Contractor"), effective as of the date last signed below by a party ("Effective Date").

WHEREAS, the Contractor offers educational and artistic programming and services through professional performances, in-school programs and meaningful outreach efforts at no or below cost; and

WHEREAS, the City desires to increase learning opportunities and provide unique enrichment experiences for students who attend schools in the Mountain Brook system by entering into this Contract pursuant to which the Contractor will perform the educational services contemplated herein; and

WHEREAS, the Contractor's performance of the contemplated services for students who attend schools in the City will enhance the quality of life and serve a public purpose for all its citizens; and

WHEREAS, pursuant to the term, conditions and understandings in this Contract, the City desires that the Contractor provide the educational services for students provided herein.

Now, therefore, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Contractor agree as follows:

- 1. The City shall pay Contractor the sum of two thousand twenty-five hundred dollars (\$2,500.00), within fifteen (15) days following the Effective Date of this Contract.
2. The Contractor shall provide the following minimum level of services during the City's fiscal year beginning October 1, 2015 and ending September 30, 2016 (collectively, the "Services"):
a. Contractor will provide free tickets to students in the City who attend school productions.
b. Contractor will provide one Dance Discovery Workshop at a Mountain Brook City School designated by the City Council or the City of Mountain Brook Board of Education. Grade level to be decided.
c. Contractor will provide one public performance or one school performance of a repertory program at a venue to be approved by both parties.
d. Contractor will provide PDF versions of curriculum guides for all major productions to Mountain Brook public school teachers. The curriculum guide includes the production's plot history, facts, ballet theatre etiquette, ballet vocabulary and a guide for teachers to use to supplement lesson plans regarding the ballet before and after attending the performance.
e. Contractor will keep its ballet school tuition at current rates and maintain scholarship levels for students who attend City Schools.
f. If students are charged to attend school productions, Contractor will keep its ticket prices at \$20.00 per ticket for students who attend schools in the City.
3. Contractor shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract.

APPENDIX 14

2015-168

October 28, 2015

Melanie Mooney
Alabama Ballet
2726 First Avenue South
Birmingham, AL 35223

Dear Ms. Mooney:

The City of Mountain Brook would like to thank you for making a presentation to our City Council on October 7th. We appreciate your interest in partnering with the City to improve the quality of life in our community for our residents.

After much discussion and deliberation, the City of Mountain Brook has decided to enter into a contract for services with your organization in the amount of \$2,500 for FY-2016. If you haven't already done so, please email a proposed contract for services for FY-2016 (October 1, 2015 to September 30, 2016) to our City Manager, Sam Gaston, at cgaston@mountainbrook.org. The City Council will consider your contract for services at its November 9th or 23rd meetings.

Again, thank you for your interest in our community and city government. We look forward to a productive and successful relationship with you in FY-2016.

Sincerely,

Lawrence T. Oden
Mayor

Virginia C. Smith
Council President

2015-168

- 4. The Contractor is an independent contractor of the City. The City has no right to control the persons, agents or employees of the Contractor who provide the Services, and none of them are agents or employees of the City.
5. The Contractor shall indemnify and hold harmless the City and its agents, employees, and elected officials (collectively the "City") from and against all actions, causes, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by the City, arising out of, or in connection with the acts or conduct of the Contractor, and its agents, employees and representatives, in performing or failing to perform any of their obligations or Services under this Agreement. The indemnification obligations in this provision shall survive the expiration or early termination of this Agreement for a period of three years.
6. The Contractor agrees to utilize commercially reasonable accounting procedures which are customary to similar operations. The Contractor shall maintain all financial records and other documents pertaining to its performance of obligations under this Contract for a period of three (3) years after its expiration or termination. Upon advance request by the City, the Contractor agrees to provide the City full access to, and the right to examine and audit, any of such financial records and other documents at reasonable times during the term of this Contract or during the three-year period following its expiration or termination.
7. If the Contractor fails to perform or comply with any of its material obligations under this Contract, any such failure shall constitute a default hereunder unless corrected by Contractor within thirty (30) days following its receipt of written notice of such default from the City. Upon the occurrence of any such default, the City shall have a right to terminate this Agreement before its expiration by giving Contractor written notice of such termination effective as of the time designated in that notice. Any such termination by City shall not relieve Contractor of its obligations or liability to the City arising hereunder that relate to or arise from events occurring before the termination or early expiration of this Contract.
8. This Contract contains the complete terms, conditions, understandings, representations and covenants between the City and the Contractor concerning the matters set forth herein. Unless stated herein, any prior negotiations or understandings concerning these matters are merged herein and of no effect.

In witness whereof, the undersigned, duly authorized representatives of the parties have affixed their signatures with the intent to bind their respective entities to the obligations in this Contract.

ALABAMA BALLET
By:
Printed Name: Melanie Mooney
Its Director
Date:

CITY OF MOUNTAIN BROOK, ALABAMA
By:
Printed Name: Lawrence T. Oden
Its Mayor
Date: 11/9/2015



2015 City of Mountain Brook
Request for Service Contract

Alabama Ballet Company

The Alabama Ballet Company (AB), formed in 1981 is second-to-none in artistic excellence as Birmingham's second largest performing arts organization and Alabama's largest professional ballet company. The mission of AB is to promote and foster the development of classical and contemporary ballet through high quality performances, dance education and community outreach. The company is made up of 42 professional dancers from around the world. Under the artistic direction of Tracey Alvey, the AB performs five major programs during its regular season and tours throughout the state. This includes performances in Anniston, Montgomery, and Rainville. The Alabama Ballet Center for Dance is a 21,500 square-foot facility with six studios which houses the company's administrative and artistic offices, the costume shop (with more than 750 costumes) and the Alabama Ballet School of Dance - Alabama's only ballet school accredited by the Royal Academy of Dance (RAD). In 2008, the Alabama Ballet rounded out its programming by becoming the home of the Alabama Ballet Tappers, a tap group with ages ranging from 3 to 82, with an annual performance in May at the Virginia Sanford Theatre. Each year, the AB touches the lives of more than 30,000 people, including 15,000 youth in Alabama through its education and outreach programs.

There is a long history of ballet in Alabama, and the AB is proud to be the state's premier, professional ballet company. AB is one of only 56 ballet companies in America with budgets of \$1 million or more. AB provides the highest standard for professional dance in Alabama backed by its national reputation of being one of eight companies licensed to perform George Balanchine's The Nutcracker. AB was the first ballet company in the state to offer full-time contracts to its professional dancers. AB also offers the strongest training environment for young professional ballerinas through its apprenticeship program and the Alabama Ballet School of Dance. AB provides a leadership role in strengthening and sharing the state's rich heritage of ballet, giving professional dancers the opportunity to remain in the state and pursue their careers. AB has strong community support and partnerships with numerous organizations including Sanford University and the Alabama School of Fine Arts (ASFA) as our primary performance venues are at Sanford's Wright Center (WC) and ASFA's Dorothy Jemison Day Theatre. Southern Danceworks (SDW) uses our facility for rehearsal space, and AB also provides free office space to the Alabama Dance Council as we partner with them on numerous educational projects. AB is proud to serve Alabama through dance, having a \$2.5 million positive impact on Alabama's economy and strengthening the cultural fabric of the community we serve.

2015/16 is our 34th Season, and it includes five major programs on the home season and a statewide tour, with appearances in Anniston, Rainville and Montgomery, in addition to returning for two productions at the new Alabama School of Fine Arts (ASFA) Dorothy Jemison Day Theatre.

The Alabama Ballet (AB), consisting of 42 professional company dancers, is led by Artistic Director Tracey Alvey. AB will perform 5 major performances in the 2015-16 Season, with appearances in Birmingham, Anniston, Montgomery, and Rainville, Alabama. An additional tour in Oxford is also under review.

There are a total of 41 season performances, and 11 school performances, with a pending tour that would provide 3 additional performances. The 2015-16 Season schedule includes At Home (taped after AB's home facility, the Alabama Ballet School of Dance), September 26-27 and October 1-4; American Horror Stories, October 28-31 and November 1, which include Agnes DeMille's Fall River Legend and Frank Sull's Transfigured Night; Alabama School of Fine Arts (ASFA), Snow White, October 30; (ASFA); George Balanchine's The Nutcracker, December 3-6, Anniston Performing Arts Center (APAC) and December 11-13 and 18-20; Sanford Wright Center (WC), Doe Gluzman, February 13, Northeast Alabama Community Center (NACC), February 18-21 (WC), and March 4-5, Montgomery Performing Arts Center (MPAC), and Coppelia and the Toyshaker, April 7-10 (ASFA).



2015 City of Mountain Brook
Request for Service Contract

Request for Contract Services

The Alabama Ballet respectfully requests \$10,000 from the City of Mountain Brook, which includes:

- free school show tickets to Mountain Brook City School children
- Dance Discovery Workshops to a Mountain Brook City School of the council's choosing
- an opportunity for a performance in a Mountain Brook City School of the council's choosing
- access to curriculum guides for all our major productions to Mountain Brook public school teachers
- keeping Alabama Ballet ticketing pricing below production costs

Alabama Ballet's Current Service Numbers to Mountain Brook Residents

- 24% of the Alabama Ballet ticket buyers live in Mountain Brook
- 15% of the students in our RAD Accredited Ballet School reside in Mountain Brook
- Mountain Brook public schools attend our free school performances such as Cherokee Bend Elementary, Crestline Elementary and Mountain Brook Elementary
- The Alabama Ballet is part of the strong cultural sector of the greater Birmingham area, which makes Mountain Brook an attractive place to live and work as well as has a positive impact on the economy

AB's Current Programs

Professional Dance Company- AB employs forty-two professional dancers for 30 weeks a year. AB members perform classical and modern ballet for thousands of Alabama residents each year. They have classes and rehearsals five to six days a week and many serve as faculty members at numerous colleges and universities throughout the Birmingham area as well as teach students in our own Alabama Ballet School of Dance.

Alabama Ballet School of Dance (ABSD)- The ABSD opened in September 1999 at the new Alabama Ballet Center for Dance. In September 2008, the ABSD became the state's only dance school accredited by the Royal Academy of Dance (RAD). The school's faculty receives several weeks of training in order to offer a unified curriculum and students take annual RAD exams which are developed at the international level. The ABSD provides the highest quality training to aspiring artists, which are specifically designed to be artistically challenging at all ages and skill levels.

Education and Community Programmes- The benefits of educational and outreach programs extend beyond exposing children to the arts. Dance education improves learning, specifically math, and helps to develop social skills as well as building self-esteem. The art form also benefits because it brings in new talent that otherwise might never have made its way to a ballet class. Tracey Alvey, Alabama Ballet's Artistic Director, said, "If we didn't have education outreach, we might miss the next ballet star." AB offers numerous education and community programs including:

Dance Discovery Workshops are presented in schools for students in an assembly atmosphere to introduce basic ballet repertoire and discuss the historical context of the choreography, costumes and music. The Dance Discovery Workshops are designed for groups of 50 to 100 students where company dancers engage children in the basic history of ballet, dance terms and techniques while performing brief excerpts of work that showcase the depth and variety of the ballet repertoire. These programs are targeted for students K-8.

Free School Show Tickets are awarded to at-risk schools for each major production of the season. AB performs school shows for each major production we present throughout the season. These school shows serve more than 10,000 children from around the state. All students are provided a ticket at no cost and priority is given to students from underserved areas. More than 100 schools representing 15 counties in Alabama take advantage of our Free School Shows each year.



City of Mountain Brook
Request for Service Contract

2nd Tuesday is a free educational program in which performances are held at the Alabama Ballet Center for Dance. Our 2nd Tuesday Series is an informal AB performance and "studio class" with Artistic Director Tracey Alvey. These performances are free and open to the public and give a behind-the-scenes glimpse of our season productions.

Summer Programs include skill based programs designed to fill the needs to young dancers. Summer Intensive programs for ages 12-19 are for ballet students who wish to continue their training over the summer break and focus on transitioning into higher level ballet curriculum. Junior Ballet Camp is offered for students 8-12 and Dance Camps for ages 4-7 called "Teens and Tiaras" give younger ballet students and those new to the art form a week-long experience which culminates with an in-studio performance for participants' family and friends.

Touring Programming- AB is the state's premier, professional ballet company and brings its productions to venues throughout the state. Each year, we partner with Knox Concert Series to present George Balanchine's *The Nutcracker* in Anniston. This year, we are also performing Don Chazote in Rainville and Montgomery.

Evaluation

The Alabama Ballet is a strong believer in the importance of evaluating how we meet the needs of the constituents we serve. Our goals are measured by audience attendance, number of services provided and the quality of the performances and the accomplishment of our students. Also considered are factors such as continual development of new ballet works and the presentation of works never performed in Alabama, number and attendance of community outreach programs and the feedback from constituents participating in education programs. A thorough evaluation by our Board of Trustees and staff includes a review of our organization's mission and goals, and a realistic assessment of whether or not our activities serve the core values of the organization. The Alabama Ballet education and artistic staff adhere to the standards of the Royal Academy of Dance (RAD) Curriculum, and our students and school faculty are evaluated annually by RAD representatives. This provides an annual outside assessment of the quality of educational programs.

Financial Information

- Please see attached Line Item Budget
- Other funding sources:

Source	Amount	Status
Alabama Power Foundation	\$10,000	Received
Alabama State Council of the Arts	\$48,200	Received
Mike and Glenn Geisrich Foundation	\$50,000	Pending
Blue Cross Blue Shield of Alabama	\$35,000	Received
Robert R. Mayaw Foundation	\$35,000	Pending
Protective Life Foundation	\$10,000	Pending
Carter Foundation	\$30,000	Pending

- Please see attached Audit for the fiscal year ending on July 31, 2014
- IRS Determination letter is attached

Conclusion

The generous past support of the City of Mountain Brook and the residents of Mountain Brook have helped the Alabama Ballet carry out its purpose to change lives through dance. We promote and foster the development of classical and contemporary ballet through high quality performance, dance education and community outreach. With renewed contracted service funding from the City of Mountain Brook, the Alabama Ballet will maintain the highest possible standards of artistic excellence and sustain its commitment to delivering extraordinary performances, innovative educational programs and enriching community engagement programs for all the citizens of the City of Mountain Brook. Funding from local government agencies is vital to the AB as it serves as matching funds for our Operating Grant from the Alabama State Council on the Arts. Thank you for your consideration.

APPENDIX 14

2015/16 Board of Trustees

Executive Committee

- Page Nathel
Chairman
- Teresa C. Shultzberger
Past Chairman
- Mary Goodrich
Chairman Elect
- Eric Peatt
Secretary
- David Woodall
Treasurer
- Chavis Denton
Tom Felt
Mary Virginia Howard
Shawn Morrison
Cody Mohler
Scott Young

Rose Test & Supply Company

- Capital Health Systems
- Community Volunteer
- Baker Davidson Beaman Cottrell & Beckwith, PC
- PittsburghCocaColaCo, LLP
- Cadman & Associates
- HomeNet Lubricating Co.
- Community Volunteer
- Melkonn Consulting
- Community Volunteer
- Reed 99-Credit Court Judge

*** Honorary Trustee Donations
- Lifetime Board Members**

Board of Trustees

- Percy Connors III
- Byrle Hagan Barnes
- Billy Ferguson Braxton
- Karen Carroll
- Diana Christian
- Avera Cantard
- Leann Dalbey
- Brian Driggers
- Ronald Drummond
- Dr. C. Mueger Eason
- Shirley Beas Ebbitt
- Shel Gordon
- Joseph W. Gower
- Les Gowan
- Jay Drosser
- Wynell R. Hester
- Adrian Henson
- Ray Jester
- Scottie Elgore
- John A. Loney
- Dr. Lee Mann
- Mary Malone
- Kate Inez Mitchell
- Ralph Ponce
- Eva Robinson
- Jimmy Robertson
- Michael Sarvary
- Monica Sifers
- Garland Cain Smith
- Carriy Stephens
- R. Thomas Vidler
- Molly Mitchell Whitely
- George Wilkins

- Southwestern Company
- Community Volunteer
- Birmingham Zoo
- Community Volunteer
- Regions Bank
- Waymond Cooper & Gole, P.C.
- University of Alabama at Birmingham
- Drummond Coal Sales, Inc.
- Dennis, Inge & Smith
- Bradley Asset Bond Carriage LLP
- Community Volunteer
- Bradley Asset Bond Carriage LLP
- Emet & Young LLP
- Regions Bank
- Robert Hester & Daughter Young & Redder, LLC
- Community Volunteer
- Formalities
- Community Volunteer
- Merrill Lynch
- Orlando Medical Consulting
- Community Volunteer
- Community Volunteer
- Urban Energy Enterprises LLC
- Pittsburgh Life
- Smith & Baggett LLP
- Spillman Bacon & Sarvary LLC
- Bar & Pappas LLP
- Community Volunteer
- Community Volunteer
- Bradley Asset Bond Carriage LLP
- Community Volunteer
- Drummond Coal Sales, Inc.

Honorary Board Members

- Gary Beer
- John S. Oliver
- Phyllis Cummings
- Chris Gohmert
- Barbara G. Galt
- Michael Lasser
- John Lee Pratt
- Dorley Reynolds
- Tarney Thomas
- Roberta Wye

- Honorary Trustee Emerita
- Community Volunteer
- Honorary Trustee Emerita
- London University
- Community Volunteer
- Ballet Women's Committee
- Fox II
- Johna O'Hara Dance Studio
- Ballet Guild of Birmingham

Memorandum

To: Bob Coates, City Manager
CC: Mayor and members of the City Council
From: Brian Bunn
Date: 11/4/2015
Re: Retirement Withdraw Analysis

Background
In 2002, the City adopted a resolution (No. 52-077) which allows retirees to withdraw their participation in the City's group annuity insurance plan...

Table with 3 columns: Family, Single, Total. Values: 1,114, 271, 1,385.

Currently annually, the City Council considers adopting this benefit to allow employees with 20 years of service any age or 10 years of service if age 60 or older...

The net savings to the City results from the replacement of the existing employee annuity with an equity based employee plan...

Table with 5 columns: Year, Payroll, Longevity Benefit, Salary/Pension, Amount. Rows 1-6.

Retirement Withdraw Analysis
The amount of money that can be withdrawn from the City's group annuity insurance plan is based on the employee's age and years of service...

Retirement Withdraw Analysis
The amount of money that can be withdrawn from the City's group annuity insurance plan is based on the employee's age and years of service...

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The amount of money that can be withdrawn from the City's group annuity insurance plan is based on the employee's age and years of service...

November 4, 2015

Table with 5 columns: Year, Payroll, Longevity Benefit, Salary/Pension, Amount. Rows 1-6.

Note: The above illustration is for informational purposes only. It does not represent a guarantee of any kind...

The above analysis reflects the estimated net cost to the City of providing the retirement plan...

- 1. Employees eligible for the retirement plan...
2. Employees eligible for the retirement plan...

Retirement Withdraw Analysis
The amount of money that can be withdrawn from the City's group annuity insurance plan is based on the employee's age and years of service...

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The amount of money that can be withdrawn from the City's group annuity insurance plan is based on the employee's age and years of service...

City of Houston Health Services
State of Texas Health Services

Table with 10 columns: Funding Program, Available, Available, Available, Available, Available, Available, Available, Available, Available.

The required minimum funding program is based on the actuarial value of the plan assets...

1. Post-employment benefits
Post-employment benefits are provided to eligible employees who are terminated from the City...

The employee must be a member of the City's group annuity insurance plan at the time of termination...

Employees must be terminated from the City's group annuity insurance plan...

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Employees must be terminated from the City's group annuity insurance plan...

2015-164

AGREEMENT FOR COST SHARING Final Nov 10
Roundabout Improvement - Intersection
Cahaba Road/US-280/Culver Road/Lane Park Road
ALDOT Project # CMAQ-3715

The CITY OF BIRMINGHAM, ALABAMA ("Birmingham"), a municipal corporation and the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation, enter into this AGREEMENT FOR COST SHARING ("Agreement").

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization, and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds ("Federal CMAQ Funds"); and

WHEREAS, Birmingham and Mountain Brook desire to construct a roundabout road improvement (the "Roundabout") at or near the interconnections of Lane Park Road, Cahaba Road, Culver Road and a road that connects to U.S. Highway 280 in order to facilitate the flow of traffic in that area (the "Project"); and

WHEREAS, the intersections in question are important connectors for visitors to the Birmingham Zoo, the Birmingham Botanical Gardens, Mountain Brook Village and other points in that area that are regularly accessed by the citizens of both Birmingham and Mountain Brook; and

WHEREAS, the State of Alabama, acting through the Alabama Department of Transportation ("ALDOT") has designated the Roundabout Project as Project # CMAQ-3715, and Federal CMAQ Funds have been identified for use in conjunction with its construction; and

WHEREAS, in order to administer and implement Project # CMAQ-3715, ALDOT has requested that Mountain Brook enter into the following three (3) agreements with ALDOT: (i) an Agreement for Right of Way Acquisition that estimates the total right of way ("ROW") acquisition costs at \$360,000 and estimates the local share of that expense as \$72,000; (ii) an Agreement for Preliminary Engineering that reflects a total estimate of \$515,000 for engineering expense and estimates the local share of \$103,000 for those costs; and (iii) an Agreement for Utility and Construction that reflects a total estimate \$2,616,000 to construct the Project and estimates a local share of \$523,200 to build the Roundabout (collectively, the "ALDOT/MB Agreements"); and

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2015-164

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WHEREAS, Mountain Brook will enter the ALDOT/MB Agreements if Birmingham enters into this Agreement and agrees to equally share the Local Expense (as defined in Section I below) incurred by Mountain Brook on the Project; and

WHEREAS, pursuant to the terms of this Agreement, Birmingham agrees to reimburse Mountain Brook for one half (1/2) of the Local Expense; and

WHEREAS, it is in the public interest for the Parties and their respective citizens to cooperate on the implementation of the Project; and

WHEREAS, Act 1969-916 of the Acts of Alabama ("Act 1969-916") authorizes municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, as is contemplated and authorized by Act 1969-916, the joint interests of Mountain Brook and Birmingham are promoted by Mountain Brook entering the ALDOT/MB Agreements whereby ALDOT will perform services that jointly benefit each of the two municipalities, Mountain Brook will compensate ALDOT for those services pursuant to the terms to those Agreements, and Mountain Brook and Birmingham enter into this related Cost Sharing Agreement to equally share the Local Expense of the Project.

NOW WHEREFORE

In consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

I. LOCAL EXPENSE: For purposes of this Agreement, "Local Expense" means any expense, cost or expenditure that Mountain Brook pays, incurs, suffers or expends following the Effective Date (as is defined below in Section IV) for the Project that is not covered by, or reimbursed to Mountain Brook through Federal CMAQ Funds. Local Expense includes, but is not limited to, any amount that Mountain Brook pays with respect to any invoice, bill or any other request, demand, action or claim by ALDOT that Mountain Brook owes ALDOT, the Federal Highway Administration ("FHWA") or any other governmental agency, entity or person a monetary sum or other obligation by reason of Mountain Brook entering the ALDOT/MB Agreements. Local Expense does not include ordinary and usual expenses incurred by the employees, officials or the staff of either Party to administer this Agreement, to administer the ALDOT/MB Agreements, or that may be expended to secure approval of this Agreement.

Nothing in this Section I or elsewhere in this Agreement is intended to authorize Mountain Brook to pay any Local Expense unless and until the Parties have completed

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with the processes for approving payment of Local Expenses that is set forth in Section VII(i) below.

II. IMPLEMENTATION OF PROJECT: The Project will be administered by ALDOT and the costs thereof will be financed, when eligible for Federal participation, on the basis of 80% federal CMAQ Funds and 20% local funds. Mountain Brook agrees to enter the ALDOT/MB Agreements and make the payments to ALDOT contemplated in such Agreements or incur other Local Expense, subject to the terms and covenants herein.

III. PURPOSE/SHARING OF LOCAL EXPENSE: The Parties agree that, for purposes of this Agreement, the benefits of the Project are equally proportionate to both jurisdictions. Accordingly, Birmingham will equally share the Local Expense incurred by Mountain Brook on the Project and reimburse it for 50% of those costs.

IV. EFFECTIVE DATE: This Agreement will become effective on the date on which the last of all of the following has occurred: (1) Birmingham's City Council has approved an ordinance authorizing Birmingham to enter into this Agreement; (2) Mountain Brook's City Council has approved an ordinance authorizing Mountain Brook to enter into this Agreement; (3) the respective, duly authorized representatives of the Parties have executed this Agreement; (4) Mountain Brook has executed the ALDOT/MB Agreements; and (5) as contemplated in Act 1969-916, a copy of this Agreement, fully executed, is properly filed with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State (the "Effective Date").

V. TERM: This Agreement shall commence on its Effective Date and continue in effect for five (5) years thereafter or until Project is completed, whichever first occurs; provided that, if the Project is not completed at the end of the initial five year term, this Agreement will be automatically renewed on the terms stated herein for an additional renewal period of three (3) years. If the Project is not completed by the end of the first renewal term, the Parties will engage in good faith negotiations to further extend this Agreement for the period required to complete the Project.

VI. ESTIMATED COSTS OF PROJECT: As of the Effective Date, the estimated costs and expected sources of funding for design, plan and construct the Project are as follows:

Table with 5 columns: Type Expense, Total Estimated, Estimated Fed. CMAQ Funding, Estimated Blam Funding, Estimated Mt. Bl. Funding. Rows include ROW Acquisit., Preliminary Engineering, Utilities, Construction (incl inspection), and TOTAL.

APPENDIX 16

The Parties acknowledge and understand that the above amounts are estimates only. In the event the final costs of the Project exceed the estimated levels, Birmingham and Mountain Brook will be responsible for sharing in and paying the actual expenses incurred on the Project and sharing the Local Expense on the proportional basis and utilizing the process described below.

VII. PROCESS FOR APPROVING, PAYMENT AND REIMBURSEMENT OF MOUNTAIN BROOK FOR LOCAL EXPENSE.

(i) Each Party will designate a senior level representative who will be responsible for administration of its respective organization's responsibilities under this Agreement (the "Contract Administrator").

(ii) Mountain Brook promptly will forward to Birmingham's Contract Administrator any invoices or other requests for payment that it receives from ALDOT, and provide Birmingham advance written notice of any other Local Expense amount it anticipates spending on the Project. Prior to any payment of those amounts by Mountain Brook, the Contract Administrators for each Party will consult and certify in writing that the invoiced amount or other amount that Mountain Brook intends to pay is proper and should be paid by Mountain Brook. Such consultation and certification shall occur not less than 10 days before any such payment is due.

If any dispute, disagreement or conflict arises between the Parties as to (a) the refusal or failure by Birmingham to certify or approve payment by Mountain Brook of a Local Expense or (b) whether Mountain Brook should make a Local Expense payment that it is required by ALDOT to make (collectively, a "Payment Dispute"), the Parties agree to resolve such Payment Dispute as follows. The Payment Dispute first shall be submitted to the Mayor of Birmingham and Mayor of Mountain Brook for consideration and potential resolution by those officials. If those officials do not resolve the Payment Dispute within twenty (20) days after submission to them, either Party may request that the Payment Dispute be submitted for resolution in a non-binding mediation before a neutral third party that is mutually acceptable to the Parties. The provisions of § 6-6-20, Code of Alabama, 1975, shall apply with respect to any such mediation, except that the expense of any such mediation shall be equally shared between the Parties and each Party shall be responsible for its own attorney fees and other costs in such mediation. If the Payment Dispute is not resolved by mediation, the dispute resolution process shall be litigation in Jefferson County Circuit Court; provided that, in any such litigation, each Party agrees to waive any right to a jury trial and the prevailing Party in any such litigation shall be entitled to recover from the other Party the reasonable attorney fees and any costs of court that the prevailing party incurs in that action.

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- (iii) Following the above-described confirmation and certification or the resolution of a Payment Dispute determining that Mountain Brook should pay the Local Expense amount in dispute, Mountain Brook will pay the amount due ALDOT under the ALDOT/MB Agreements or due others for any Local Expense and promptly notify Birmingham, in writing, upon making any such payment.
- (iv) No later than ten (10) days following each such payment, Birmingham will remit to Mountain Brook 50% of the amount of any Local Expense payment made by it. If requested by Birmingham, Mountain Brook will submit and deliver to Birmingham's Contract Representative an invoice evidencing the amount to be remitted by Birmingham.

VIII. **DEFAULT.** The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder (a "Default", which includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for amounts payable by Birmingham hereunder) will have a detrimental impact on the operations of the other Party. Consequently, in the event of a Default by either Party hereunder, the following understandings apply:

- (i) **Default Interest.** Simple interest shall accrue on any delinquent amount payable by one Party to the other hereunder at the rate of 6% per annum until the delinquency is satisfied; and
- (ii) If the non-defaulting Party files litigation to enforce its rights hereunder and prevails in that proceeding, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorney's fees and costs of litigation that it incurs to remedy any such Default; and
- (iii) If the defaulting Party fails to cure the Default within sixty (60) days after receipt of written notice thereof from the non-defaulting Party, the non-defaulting Party, in addition to all other remedies available to it at law or provided herein, may terminate this Agreement effective immediately upon its provision of a second written notice.

IX. **MISCELLANEOUS.**

a. Each municipality shall duly appropriate and finance their anticipated respective costs for the Local Expense of the Project from their Capital Improvement Funds, Gasoline Tax Funds, General Fund or other sources they deem appropriate. The failure of either Party to make such appropriations shall not relieve Mountain Brook of its obligations to make payments for Local Expense due ALDOT under the ALDOT/MB Agreements or Birmingham of its obligation to pay and reimburse Mountain Brook for amounts owed and due it hereunder.

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- b. Unless otherwise agreed in writing, the Parties expressly agree that, following the construction of the Project, neither of them assume any risk or future liability, or any future responsibility for maintaining any portion of the Roundabout improvement that is located outside their respective jurisdiction.
- c. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- d. The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture.
- e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the Agreement.
- f. This Agreement shall not take effect until it has been approved by the governing body of each Party. Approval shall be by adoption of an ordinance of general and permanent operation.
- g. This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- h. With respect to immigration law compliance, the Parties represent and warrant to the other that:
 - (i) they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act");
 - (ii) they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties 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) they will comply with all applicable provisions of the Act with respect to subcontractors, if any, that they engage on the Project by entering

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into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act; and

(iv) by signing this contract, the contracting Parties affirm, for the duration of the Agreement, that they 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 a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

i. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

j. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

k. **ADDITIONAL UNDERSTANDING ON ROW ACQUISITION SERVICES.** Notwithstanding any terms or provisions in the Agreement for Right of Way Acquisition to be executed by Mountain Brook, ALDOT representatives have expressed a willingness to perform the ROW acquisition function for the Project that is needed to acquire land that lies in Birmingham and Mountain Brook. If ALDOT performs those services, the Parties agree that ALDOT will be paid the Local Expense portion of costs incurred in those operations in a manner that is consistent with the payment process contemplated herein. However, if ALDOT does not perform the ROW acquisition services for the Project, the Parties agree to jointly contract with a mutually acceptable third party contractor to obtain those services from that contractor.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

CITY OF BIRMINGHAM, ALABAMA

Date BY: William A. Bell, Sr., Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT

Alabama City Attorney Date

CITY OF MOUNTAIN BROOK, ALABAMA

Date BY: Lawrence Terry Oden, Mayor

ATTEST:

City Clerk

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2015-165



ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGIONAL
OFFICE
1000 UNIVERSITY BOULEVARD
SUITE 400
MONTGOMERY, AL 36102
P.O. BOX 30284
MONTGOMERY, AL 36102-0284
TELEPHONE: (205) 374-6822
June 24, 2015



John R. Egan
Transportation Director

The Honorable Lawrence T. Cain
Mayor, City of Mountain Brook
City Hall
P.O. Box 182028
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. CMAQ 3715 (1)
Proj. No. 10004198
Intersection Improvements Cahaba Road/
US 298/Calver Road/Lane Park Road

Dear Mayor Dear:

I have enclosed the original Preliminary Engineering Agreement (and one copy) between the State of Alabama and the City of Mountain Brook, Alabama, for the above referenced project.

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signature and the City Seal affixed to both to this office for further handling. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be included with the original Agreement, as well as with the copy.

If you supply us with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

Deborah Lawrence, P.E.
East Central Region Engineer

Or, Lane Taylor, P.E.
Asst. Region Engineer, Pre-Construction

LAT/vr
Enclosure
C. Mrs. Sandra P. P. Bonner
File enclosed

AGREEMENT FOR PRELIMINARY ENGINEERING BETWEEN THE STATE OF ALABAMA AND THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAQ-3715 (1)
Project Reference Number 10004199
Intersection Improvements Cahaba Road/US 298/Calver Road/Lane Park Road in the City of Mountain Brook

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and projects are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a preliminary engineering program for intersection improvements Cahaba Road/US 298/Calver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds (CMAQ)

K-15-1348

NOW, THEREFORE, the parties hereto, for, and in consideration of the promises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The CITY will perform or have performed all services required to fulfill the purposes of this Agreement. The East Central Region of the Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.
(2) This Agreement will cover only the preliminary engineering phase of the work.
(3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the Project through construction authorization by the FHWA. The preliminary engineering will be performed by or for the CITY and will include all environmental studies and documentation required by FHWA.
(4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
(5) The project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties is as follows:

Table with 4 columns: Category, Total Estimated Cost, Estimated Federal Funds, Estimated CITY Funds. Row 1: Preliminary Engineering, \$113,000, \$412,800, \$181,000. Row 2: TOTAL, \$113,000, \$412,800, \$181,000.

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share of the final cost. It is especially understood by both parties of this Agreement that all Federal funds will be CMAQ funds, attributable to the Birmingham area.

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- (6) The STATE will under the CITY in any public involvement action that may be required.
(7) The CITY will invoice the STATE for the Federal share of this preliminary engineering costs not more frequently than monthly. Requests for reimbursements will be made on times provided by the STATE and submitted through the East Central Region Engineer for payment.
(8) Invoices for any phase of work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after that twelve-month period will not be eligible for payment.
(9) Any cost for work not eligible for Federal participation will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
(10) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that the Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
(11) Any services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.
(12) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
(13) The STATE will provide without cost to the CITY information available from its records that will facilitate the performance of the work.

- (14) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate agreement will be required for the construction of the proposed improvements.
(15) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial statement will be made between the parties as reflected by the final audit and this Agreement.
(16) The CITY will be responsible in all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid in compensation thereof arising out of or connected with the work performed under this Agreement.
(17) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
(18) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- (19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
(20) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
(21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cover any conflict with Section 23-1-41, Code of Alabama (7.2nd Law).
(22) Exhibits M and N are attached and hereby made a part of this Agreement.

2015-166



ALABAMA DEPARTMENT OF TRANSPORTATION

LAST CENTRAL REGION
180 CORPORATE CENTER
SUITE 400
HOUSTON, AL 35894
P.O. BOX 35248
BIRMINGHAM, AL 35288-0248
TELEPHONE: (205) 327-4802
June 14, 2015



John R. Cooper
MANAGEMENT DIRECTOR

The Honorable Lawrence T. Olin
Mayor, City of Mountain Brook
City Hall
P.O. Box 130009
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. CMAQ-3713 ()
Fwd. Ref. No. 100084382
Intersection Improvements Cahaba Road/US-290/Culver Road/Lane Park Road/
US-290/Culver Road/Lane Park Road

Dear Mayor Olin:

I have enclosed the original Right of Way Acquisition Agreement (and non copy) between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signatures and the City seal affixed to both to this office for further handling. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City seal should be included with the original Agreement, as well as with the copy.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

Deborah Leonard, P.E.
East Central Region Engineer

Deborah Leonard
Deborah Leonard, P.E.
East Central Region Engineer, Pre-Construction

LTD/ps
Enclosure
C. Mrs. Sandra F. F. Bomer
File subject.

K-15-1353

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION
BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAQ-3713 ()
Project Reference Number 100064038
Intersection Improvements Cahaba Road/US-290/Culver Road/Lane Park Road
to the City of Mountain Brook

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE, and the City of Mountain Brook, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA, and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for intersection improvements Cahaba Road/US-290/Culver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2013 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (BMO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds (CMAQ);

2015-166

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises named herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.
- (2) The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY will adhere to all STATE and FHWA regulations pertaining to the acquisition of ROW and will coordinate their activities with the Region Acquisition Manager for guidance. The property will be acquired in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.
- (3) The STATE shall follow all Federal regulations related to the Management, Leasing, and Disposal of right-of-way, unexcused remains and excess right-of-way as found in CFR 23 (710 Subpart D. Proceeds from Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.
- (4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the CITY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (5) This Project will be administered by the STATE and all costs will be financed, which eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

Right-of-way acquisition	Total Estimated	Approved Federal Funds	Estimated CITY Costs
	\$362,000	\$288,000	\$72,000
TOTAL	\$360,000	\$288,000	\$72,000

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Minute Book 87

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It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share. It is expressly understood by both parties of this Agreement that all Federal funds will be CMAQ funds, attributable to the Birmingham area.

- (6) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (7) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (8) The CITY will invoice the STATE for the Federal share of right-of-way acquisition costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.
- (9) Invoices for any phase of work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (10) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (11) The CITY will assist the STATE, if necessary, in any public level-remain actions that may be required.

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- (12) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.
- (13) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (14) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (15) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or and gas, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
- (16) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or auditors. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (17) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or lawfully employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be

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APPENDIX 18

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IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons themselves duly authorized, and the Agreement is deemed to be done and to be effective on the date stated hereinafter at the date of approval of the Government of Alabama.

SEAL

ATTEST: CITY OF MOUNTAIN BROOK, ALABAMA
BY: [Signature]
City Clerk (Signatory) Mayor (Signatory)
[Signature] Lawrence T. Odey, Mayor
Type name of Clerk Type name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

BY: [Signature]
Chief Counsel, Am. S. Iyobina, Jr.

RECOMMENDED FOR APPROVAL:

East Council Region Engineer, DeJervis Leonard, P. E.

Multimodal Transportation Engineer, Robert I. Zito

Chief Engineer, Ronald L. Bobbitt, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of 20

GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-166

1/18/98

CERTIFICATION

Exhibit M

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, modification, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT M

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

RESOLUTION NUMBER 2015-166

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

- That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
Right-of-way acquisition program for Project CMAAQ-3715 (), Project Reference Number 100364280 for Interchange Improvements Calhoun Road/US-280/Cofer Road/Lane Park Road in the City of Mountain Brook, which Agreement is before the Council.
- That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
- That the Agreement be attested by the City Clerk and the seal of the City affixed thereon.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted and approved this 9th day of November 2015

ATTESTED

[Signature] [Signature]
City Clerk Mayor

I, the undersigned qualified and acting clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Mountain Brook, at a regular meeting of such Council held on the 9th day of November, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 9th day of November, 2015.

[Signature]
City Clerk

2015-167



ALABAMA DEPARTMENT OF TRANSPORTATION

1501 CENTRAL EXPRESS
150 CORPORATE PARKWAY
SUITE 400
MONTICELLO, AL 36103
P.O. BOX 30294
BIRMINGHAM, AL 35202-0294
TELEPHONE: (205) 377-4000
June 24, 2013



John B. Owsen
TRANSPORTATION DIRECTOR

The Honorable Lawrence T. O'Brien
Mayor, City of Mountain Brook
City Hall
P.O. Box 13000
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. CMAAQ-3715E
Proj. Ref. No. 2009A-002
Proj. Ref. No. 2009A-002
Intersection Improvements Cahaba Road/
US-280/Cadaver Road/Lane Park Road

Dear Mayor O'Brien:

I have enclosed the original Utility and Construction Agreement (and one copy) between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signatures and the City Seal affixed to both to this office for further handling. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be included with the original Agreement, as well as with the copy.

If I can assist you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

Charles Leonard, P.E.
East Central Region Engineer

By: 
Lonnie Taylor, P.E.
Asst. Region Engineer, Pre-Construction

LAT/vs
Enclosure
C. Mrs. Linda F. P. Rimmer
File reflect.

10-1-1

K-15-1349

AGREEMENT FOR UTILITY AND CONSTRUCTION BETWEEN THE STATE OF ALABAMA AND THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAAQ-3715E
Project Reference Number 100064291
Project Reference Number 10004292
Intersection Improvements Cahaba Road/US-280/Cadaver Road/Lane Park Road in the City of Mountain Brook

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE, and the City of Mountain Brook, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a utility and construction program for intersection improvements Cahaba Road/US-280/Cadaver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically in the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds (CMAAQ).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually provide, stipulate, and agree as follows:

- (1) This Agreement will cover utilities and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.
- (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of advertisement by FHWA. Any deficiency in Federal Aid, or overruns in construction costs will be borne by the CITY. In the event of an under run in construction costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (3) The Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Utilities construction, including engineering and inspection	\$7,114,000	\$400,000	\$150,000
TOTAL	\$7,614,000	\$2,892,000	\$522,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share as above noted and the CITY agrees to pay same to STATE; or in the event the cost is less than the estimate, the CITY will receive a refund accordingly from the STATE.

- (4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payments will be reflected in the final audit. It is expressly understood by both

2015-167

parties of this Agreement that all Federal funds will be CMAAQ funds, attributable to the Birmingham area.

- (5) The CITY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as a part of the Project cost and will be paid as provided herein, with the CITY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under state law.
- (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the CITY for its pro-rata share of the estimated construction cost as reflected by the bid of the successful bidder plus engineering and inspection cost, and the CITY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the CITY as reflected by the bid of the successful bidder, plus the engineering and inspection cost.
- (8) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.
- (9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

- (10) The CITY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the project, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the CITY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (11) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (12) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all claims, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
- (13) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (14) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they 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, a

contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- (15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- (17) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-43, Code of Alabama (1724th Law).
- (18) Exhibits M and N are attached and hereby made a part of this Agreement.

2015-167

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

Edith Boone
City Clerk (Signature)

CITY OF MOUNTAIN BROOK, ALABAMA

BY: Lawrence T. Oden
Mayor (Signature)

Steve Boone
Type name of Clerk

Lawrence T. Oden Mayor
Type name of Mayor

THIS AGREEMENT AS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

BY: _____
Chief Counsel, Jon R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Earl Conrad Regan Engineer, Darvett Leonard, P. E.

Mehmetali Transportation Engineer, Robert J. Ellis

Chief Engineer, Ronald L. Boliver, P. E.

STATE OF ALABAMA
ACTING BY JIM FURBERG THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____, 2015.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-167

7/18/98

CERTIFICATION

EXHIBIT M

This certification is applicable to the instrument in which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1332, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient such prospective party certifies that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1332, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$18,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1332, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subcontracts shall certify and disclose accordingly.

07/01/2003

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendments, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement fails to be executed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Alternative Dispute Resolution or where appropriate, private mediators.

RESOLUTION NUMBER 2015-167

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

- That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: Utility and reconstruction program for Project CMAQ-3713 (), Project Reference Numbers 10064301 and 10064302 for Intersection Improvements Cahaba Road/156-1980 Cahaba Road/Line Park Road in the City of Mountain Brook, which Agreement is before this Council.
- That the Agreement be executed to the name of the City, by its Mayor, for and on its behalf.
- That the Agreement be attested by the City Clerk and the seal of the City affixed thereon.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 9th day of November, 2015.

ATTESTED:

Edith Boone
City Clerk

Lawrence T. Oden
Mayor

I, the undersigned qualified and acting clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9th day of November, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 9th day of November, 2015.

Edith Boone
City Clerk

2015-169

THIS INSTRUMENT PREPARED BY:

JEFFERSON COUNTY)
STATE OF ALABAMA)

RIGHT-OF-WAY ENCRoACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this _____ day of _____ 201____, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and _____ (Owner(s) of Property Encroaching Encroachment) _____ (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 98 County Club Blvd
Parcel ID #: 1 25000 4300 8001 000
Legal Description: _____

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain _____ Describe Permanent Improvement that will Encroach on City ROW _____ at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching improvement within the Encroachment Area (the "Licensee"). No other uses of the City ROW are authorized.
2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching improvement.
3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.
4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use or plans to use that Area, it may revoke the Licensee effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the Licensee is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at his (or their) expense, remove any encroaching improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching improvement placed by the Licensee in the Encroachment Area. If the City revokes the Licensee, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any improvement in the Encroachment Area.
5. The Licensee may not assign or transfer the Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.
6. All plans, designs and work to construct any contemplated encroaching improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.
7. The Licensee shall not permit any mechanic or materialsman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

APPENDIX 20

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching improvement after this Agreement is executed, it shall not replace or construct another or different improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:
Troy Brown
98 County Club Blvd
Mt. Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

- (b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.
- (c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.
- (d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.
- (e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature.
- (f) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST: CITY OF MOUNTAIN BROOK, ALABAMA

By: _____ Mayor

LICENSEE (if individual)

LICENSEE (if individual)

LICENSEE (if entity)

Name of Entity
By: _____
Its: _____

STATE OF ALABAMA) (For Use If Licensee Is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA) (For Use If Licensee Is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA) (For Use If Licensee Is Entity)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name as of _____ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

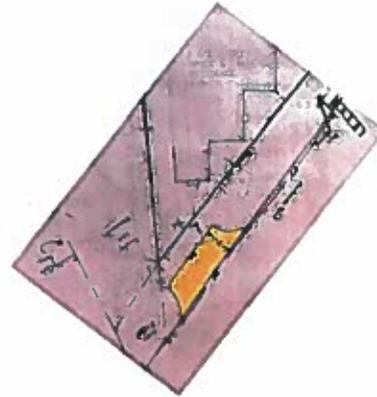
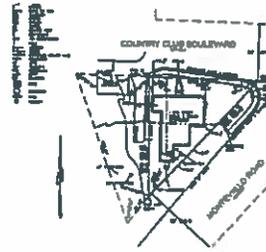
Given under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission expires: _____

Aug 2014

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EXHIBIT A - DEPICTION OF ENCROACHMENT AREA



6

APPENDIX 20

Legal document page 5 containing a detailed site plan, notary seal, and legal text regarding the encroachment. The site plan shows Country Club Boulevard and Montvaldo Road with various lot boundaries and encroachment areas. The notary seal is for a Notary Public in Jefferson County, Alabama, with a commission expiration date of August 2014. The legal text includes a recital of facts and a declaration of the notary's authority.

Legal document page 6 containing a detailed site plan, aerial photograph, and notary seal. The site plan shows Country Club Boulevard and Montvaldo Road with various lot boundaries and encroachment areas. The aerial photograph shows the site with the encroachment area highlighted in yellow and labeled with '115' and '116'. The notary seal is for a Notary Public in Jefferson County, Alabama, with a commission expiration date of August 2014. The legal text includes a recital of facts and a declaration of the notary's authority.



MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 1943 VOLUME: 1 PAGE: 2
 SUBJECT: Education Incentive Program
 SKWED: [Signature] September 4, 2014
 ROBERT W. CROSSLAND, FIRE CHIEF DATE

SCOPE AND PURPOSE: Formal education is one of the core values of the Mountain Brook Fire Department. The department places a high value on the education of its members realizing that well educated employees are critical to the future success of the organization. Each year the department budgets for formal education courses including the provision of all books for those members wishing to attend college. Additionally, the department budgets for pay incentives which are awarded to those members completing their studies and graduating with an approved fire/EMS service or management related degree.

In today's educational environment there are a plethora of degree options. Obviously many of these degrees are not associated with, or related to, making an employee a better firefighter, paramedic or manager in other field. Some of the degrees could possibly be pertinent if a person plans on leaving or being a paramedic applicant. The purpose of this policy is to lend some guidance to those personnel wishing to further their educational life by giving definition to the process.

POLICY:

Tuition Reimbursement: If an employee selects a private institution of higher learning rather than a state school, the employee will only be reimbursed for the costs that would have been paid to the state school (this is usually based on UAB rates).

Any course of study must be approved in advance by the Fire Chief or his designee.

Reimbursement will be made upon receipt of the necessary evidence that the course has been completed and that the costs for the course/books have been previously paid by the employee. Personnel with scholarships, government assistance (GI bill) or other means for tuition payment shall utilize those means and not participate in the City program.

The department's leave time policy will apply to those employees attending college classes. Employees must use regular leave time or swap time to attend classes during their tour of duty.

Studies should preferably lead to an associate degree, bachelor's degree or paramedic license (JCFPS definition). However, in accordance with JCFPS and City policy, 66 semester hours or 96 quarter hours of relevant course work will qualify a person to receive a 5% educational pay incentive. Graduate studies will be available only to those holding the rank of Lieutenant and above and will be reviewed on a case by case basis.

Prerequisites may be required for certain degrees based on the curriculum content of the degree being taught (see page two).

EXHIBIT A

MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 1943 VOLUME: 1 PAGE: 2

Tuition reimbursement will be granted on the following basis:

Completed Course Grade	% of Reimbursement
A	100%
B	100%
C	100%
D	0%
F	0%
Incomplete/Drop	0%

Course of Study Guidance: An employee setting direction to further higher education within the system established generally has two objectives in mind: to become a more well rounded person through education and to increase wage earnings. The administrative perspective for employees furthering their education pertains that of the employee but additionally it is viewed as an investment. It is an investment in the individual and an investment in the future of the department. Since the program is an investment in the best sense of the word, a return on the investment is expected; therefore, the curriculum for a course of study should have some direct connection to the provision of fire and emergency medical services. This can be directly related to the work itself or the management of services.

If a bachelor's course of study is absolutely necessary to the provision of public sector services then no prerequisite is required and the employee can receive 10% pay incentives. Examples of such programs are: BS degree at Auburn University - Public Safety Administration, BS degree at Colorado Southern University - Occupational Safety and Health/Fire Science, and BS degree UAB - Allied Health. Some examples of where a prerequisite would be required is for a general business degree, general management degree, accounting degree, general education, Computer Science, and psychology (not all included). In these instances, an associate degree in Fire Science or a certificate or/or associate degree in Paramedical Services would be needed to help make the connection to the department's mission. Bachelor's degrees such as history, biology, criminal justice, civility, political science (not all included) do not have a direct connection to the fire department mission and therefore will not be considered for reimbursement or wage incentives even if an associate in Fire Science or Paramedical Services is held.

Masters Degrees: Masters Degrees that are mission related (Management, Emergency Management, Allied Health, Public Administration, etc.) are now included within the premium pay system for positions designated by the City Manager. Receiving tuition reimbursement for a Masters Degree will be available for those of Lieutenant's rank or higher in the organization. However, if a firefighter or Apparatus Operator has a bachelor's degree that does not meet the qualifications for compensation, but has earned a Masters Degree that does meet the qualifications, then the Masters Degree can be used to supplement the Bachelor's Degree and will be compensable.

EXHIBIT A

MOUNTAIN BROOK FIRE DEPARTMENT
 POLICY NO. 1943 VOLUME: 1 PAGE: 3

Premium Code Assignment: There is a maximum allowed of 15% premium codes above normal codes. The top priority for premium code assignment will be job functions first and then educational premium codes. For example an assigned paramedic will get 10% premium codes as the first priority and then get additional earned educational premium codes added until reaching the 15% maximum.

Budget: The Education Incentive Program is based on the availability of funds through the budgeting process and an JCFPS policy. No future guarantees are expressed other than those that exist under established JCFPS policy.

EXHIBIT A

1943

RULES AND REGULATIONS Procedure Number 194-1

Educational Assistance and Incentive
 Date Issued: October 13, 2012 | Date Effective: October 13, 2012 | Revision Number: 1 | Page: Page 2 of 2

SCOPE AND PURPOSE: Formal education is one of the core values of the Mountain Brook Police Department. The department places a high value on the education of its members realizing that well educated employees are critical to the future success of the organization. Each year the department budgets for formal education courses including the provision of all books for those members wishing to attend college. Additionally, the department budgets for pay incentives which are awarded to those members completing their studies and graduating with an approved degree. In today's educational environment there are a plethora of degree options. Obviously many of these degrees are not associated with, or related to, making an employee a better police officer. The purpose of this policy is to lend some guidance to those personnel wishing to further their educational life by giving definition to the process.

POLICY:

I. Tuition Reimbursement: If an employee selects a private institution of higher learning rather than a state school, the employee will only be reimbursed for the costs that would have been paid to the state school (this is usually based on UAB rates).

Any course of study that receives tuition reimbursement must be approved in advance by the Chief of Police or his designee.

Reimbursement will be made upon receipt of the necessary evidence that the course has been completed and that the costs for the course/books have been previously paid by the employee. Personnel with scholarships, government assistance (GI bill) or other means for tuition payment shall utilize those means and not participate in the City program.

The department's leave time policy will apply to those employees attending college classes. Employees must use regular leave time or swap time to attend classes during their tour of duty.

Studies should preferably lead to an associate degree, bachelor's degree in a Criminal Justice or related field. The City recognizes that related fields may include but not limited to: Psychology, Sociology, Counseling/Theology, English, Computer Science, Education, Public Administration, Urban Studies, etc.

EXHIBIT B

RULES AND REGULATIONS Procedure Number 194-1

Educational Assistance and Incentive
 Date Issued: October 13, 2012 | Date Effective: October 13, 2012 | Revision Number: 1 | Page: Page 2 of 2

In accordance with JCFPS and City policy, 66 semester hours or 96 quarter hours of relevant course work will qualify a person to receive a 5% educational pay incentive.

Tuition reimbursement will be granted on the following basis:

Completed Course Grade	% of Reimbursement
A	100%
B	100%
C	100%
D	0%
F	0%
Incomplete/Drop	0%

II. Course of Study Guidance: An employee setting direction to further higher education within the system established generally has two objectives in mind: to become a more well-rounded person through education and to increase wage earnings. The administrative perspective for employees furthering their education pertains that of the employee but additionally it is viewed as an investment. It is an investment in the individual and an investment in the future of the department. Since the program is an investment in the best sense of the word, a return on the investment is expected; therefore, the curriculum for a course of study should have some direct connection to the provision of police services. This can be directly related to the work itself or the management of services.

III. Masters Degrees: Masters Degrees that are mission related are now included within the premium pay system for positions (Department Heads) designated by the City Manager.

Receiving tuition reimbursement for a Masters Degree will be available for those of Sergeant's rank or higher in the organization on a case-by-case basis.

If a Police Officer has a bachelor's or associate degree that does not meet the qualifications for compensation, but has earned a Masters Degree that does meet the qualifications, then the Masters Degree can be used to supplement the Bachelor's Degree and may be compensable (10%).

EXHIBIT B

RULES AND REGULATIONS Procedure Number 194-1

Educational Assistance and Incentive
 Date Issued: October 13, 2012 | Date Effective: October 13, 2012 | Revision Number: 1 | Page: Page 2 of 2

IV. Premium Code Assignment: There is a maximum allowed of 15% premium codes above normal codes. The top priority for premium code assignment will be job functions first and then educational premium codes.

V. Budget: The Education Incentive Program is based on the availability of funds through the budgeting process and an JCFPS policy. No future guarantees are expressed other than those that exist under established JCFPS policy.

VI. APPLICATION FOR EDUCATIONAL INCENTIVE:

An employee who applies for educational incentive pay must adhere to the following:

1. A written request for educational incentive pay complete with a certified copy of the applicable transcript must be submitted to the Chief of Police.
2. A copy of the transcript must be submitted to the Training Commander.
3. As soon as practical, the employee will be advised on the outcome of the request and all approved requests will be forwarded to the payroll office for processing.

VI. CITY POLICY: In addition to the above, this process is further regulated as outlined in the City of Mountain Brook Employee Handbook.

EXHIBIT B

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