

**MOUNTAIN BROOK CITY COUNCIL AND  
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT  
PRE-MEETING DISCUSSION  
OCTOBER 10, 2016**

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The City Council of the City of Mountain Brook, Alabama and Board of Commissioners of the Mountain Brook Emergency Communications District (“District”) met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 10th day of October, 2016. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (Chairman)  
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

**1. AGENDA**

1. APPLE Grant consultant selection for sidewalk analysis (Appendix 1). (Motion No. 2016-167 was added to the formal agenda.)
2. Review of the matters to be considered at the formal [7 p.m.] meeting.

**2. EXECUTIVE SESSION**

It was moved by Council President Pro Tempore Pritchard that the City Council convene in executive session to discuss one matter involving real estate negotiations. The motion was seconded by Council President Smith. The City Attorney certified that the subject of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

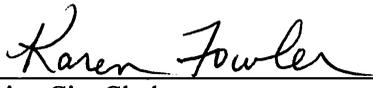
Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Council Chamber (A108) of City Hall.

### 3. CERTIFICATION

I, Karen Fowler, Acting 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 October 10, 2016, 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.

  
\_\_\_\_\_  
Acting City Clerk



September 19, 2016

Mr. Mike Kaczorowski, P.E.  
Birmingham Regional Planning Commission  
Two 20<sup>th</sup> Street North, Suite 1200  
Birmingham, AL 35203

Subject: Statement of Interest to Provide Professional Services for  
Advance Planning Programming & Logical Engineering (APPLE)  
Mountain Brook Sidewalk Study

Dear Mr. Kaczorowski:

Please accept this letter as indication of Sain Associates' interest in providing professional engineering and transportation planning services for the above-referenced project. Sain Associates has reviewed the project corridors and discussed the project with the City of Mountain Brook.

We have reviewed the connections/corridors described in your Notice of Need and are fully capable of completing the required tasks. Based upon our experience with similar projects, we anticipate that the following items will also be important to the planning process and final document:

- Topographical challenges and best options for addressing them
- Impacts to adjacent properties and mitigation options for reducing disturbance
- Maximizing connections to existing and planned facilities and improving community connectivity
- Division of the improvements into phases
- Prioritization of the phases of work, along with the most appropriate funding source for each phase
- Community outreach

Our staff has the expertise and availability to perform all project functions necessary to conduct a thorough advance planning study for the City of Mountain Brook. We have demonstrated our capabilities in this type of sidewalk planning through our work on the Cahaba Liberty trail planning study for the City of Vestavia Hills and the Pelham Trails and Greenways Study for the City of Pelham. Our firm has done several projects recently for Mountain Brook, including sidewalk design & construction inspection, so our staff are familiar with the challenges of designing, constructing, and retrofitting sidewalks with the terrain in Mountain Brook.

I would appreciate your consideration of Sain Associates for this APPLE assignment and look forward to the possibility of working with the RPCGB and the City of Mountain Brook.

Sincerely,

Becky White, PTP  
Vice President / Organization Development

Two Perimeter Park South Suite 500 East | Birmingham, Alabama 35243 | p: 205.940.6420 | f: 205.940.6433 | sain.com

*Recommended  
See also 2016-167*



Gresham, Smith and Partners (GS&P) understands that the City of Mountain Brook has partnered with the RPCGB to conduct an APPLE study to evaluate the feasibility of constructing the proposed sidewalks shown in the City's Walkway Master Plan. The outcome of this study will be conceptual drawings that illustrate recommended sidewalk locations; identification of challenges and constraints such as where additional right of way or easements will be needed, major utility conflicts or relocation, stream crossings, environmentally sensitive areas and permitting; develop estimates of probable project costs (including design through construction); prioritization and recommended phasing of projects; and identification of potential funding sources for the proposed sidewalks. This study will provide the City with valuable information to plan and budget for future sidewalk construction projects.

GS&P has extensive experience with the planning, design and construction of sidewalk and trail projects for City, County and State governments in Alabama and throughout the southeast, and we have completed several feasibility studies for sidewalk and trail projects similar to this project, including:

- **City of Columbiana Sidewalk Master Plan, Columbiana, AL** – Desiring to become a more walkable city, the City of Columbiana selected GS&P to prepare a city-wide sidewalk master plan to determine the City's sidewalk needs and to serve as a guide for the planning of future sidewalk repair and construction projects. The master planning process included conducting two charrettes with the public, preparation of maps showing locations of existing sidewalks and proposed sidewalks, and cost estimates for the repair of existing sidewalks and the construction of new sidewalk projects. Working closely with the City, GS&P also identified and prioritized projects to repair/rehabilitate existing sidewalks and construct new sidewalks around the City.
- **Shelby County Inverness Greenway System Engineering Feasibility Study, Hoover/Shelby County, AL** - GS&P was selected by Shelby County's Office of Development Services to prepare a greenway feasibility study for the Inverness Community in the fast-growing North Shelby County area. GS&P identified the areas such as parks and neighborhoods that should be connected with sidewalks and/or multi-use trails. GS&P prepared maps showing the locations of proposed sidewalk/trails, typical sections, opportunities and constraints, and prepared cost estimates for 5 different sidewalk/trail segments throughout the Inverness Community. Upon completion of the feasibility study, GS&P was retained to design a Phase 1 project for a multi-use trail along Inverness Parkway from Valleydale Road to the City of Hoover's Nature Park.
- **Shelby County Oak Mountain Greenway System Engineering Feasibility Study, Shelby County, AL** - GS&P was selected by Shelby County's Office of Development Services AL to prepare a greenway feasibility study for the Oak Mountain Community in the fast-growing North Shelby County area. Shelby County desired to provide pedestrian and bicycle facilities to connect Oak Mountain Elementary, Intermediate, Middle and High Schools, Heardmont Park and the residential neighborhoods that surround these areas. GS&P prepared maps showing the locations of proposed sidewalk/trails, typical sections, opportunities and constraints, and prepared cost estimates for several different sidewalk/trail segments.
- **City of Mobile Greenspaces Engineering Feasibility Study, Mobile, AL** - GS&P was selected by the City of Mobile to prepare an engineering feasibility study of the previously developed concept master plan for a system of sidewalks, bike paths and greenways generally between The University of South Alabama (USA) and I-65. This network of sidewalks and trails will provide users with access to USA, Langan Park, the Mobile Art Museum, Spring Hill College, numerous residential neighborhoods and commercial areas along I-65. GS&P prepared maps showing the locations of proposed sidewalk/trails, typical sections, opportunities and constraints, and prepared cost estimates for many different sidewalk/trail segments. After completion of the engineering feasibility study, GS&P was retained to design a federally funded project to construct 2.4 miles of sidewalks and bike paths to connect the USA, Langan Park and Spring Hill College. The project included a 454-foot timber pedestrian bridge across a lake at Langan Park, with connections to the existing sidewalks in the park.
- **City of Mobile Crepe Myrtle Trail Engineering Feasibility Study, Mobile, AL** - GS&P was selected by the City of Mobile to prepare an engineering feasibility study of the previously developed concept master plan for this 10-mile bicycle and pedestrian facility located on the west side of Mobile Bay. This network of sidewalks and trails will provide users with waterfront access, exposure to historical and industrial sites along the waterfront, and connections to parks and residential neighborhoods. GS&P prepared maps showing the locations of proposed sidewalk/trails, typical sections, opportunities and constraints, and prepared cost estimates for several different sidewalk/trail segments. After completion of the engineering feasibility study, GS&P was retained to design a federally funded projects to construct 3.6 miles of sidewalk and multi-use path along Bayfront Road and around the perimeter of Brookley Field to connect Doyle Park and McNally Park.

Nimrod Long & Associates (NLA) will team with GS&P as a subconsultant on this study. NLA, having prepared the original Mountain Brook Walkway Master Plan, will provide additional history and insight to make sure that the previously planned concepts are appropriately carried forward in this study.

Blair Perry, P.E., will serve as GS&P's Project Manager for this project. Blair was involved in all of the projects highlighted above. We look forward to the opportunity to complete this project for the City of Mountain Brook. Please feel free to contact Blair Perry, at 298-9232 or via e-mail at blair\_perry@gspnet.com with any questions or if you need any additional information.

Gresham, Smith and Partners 3595 Grandview Parkway, Suite 300, Birmingham, AL 35243 Phone: 205-298-9200

### APPENDIX 1



September 23, 2016

Mr. Mike Kaczorowski  
Principal Planner for Transportation  
Regional Planning Commission of Greater Birmingham  
Two 20<sup>th</sup> Street North, Suite 1200  
Birmingham, AL 35203

RE: Statement of Interest  
Mountain Brook Sidewalks Study

Dear Mr. Kaczorowski:

Neel-Schaffer is grateful for the opportunity to offer our professional planning services to provide a feasibility study of constructing sidewalks in the City of Mountain Brook. We will work with the City of Mountain Brook to develop conceptual drawings that illustrate potential sidewalk locations, determine estimated costs, recommend project phasing and identify potential funding sources.

Our team is ready, experienced, and prepared to go to work immediately on the study. We have completed two Bicycle and Pedestrian Plans in the State of Alabama within the past five years. We developed the Dothan Bicycle and Pedestrian Plan for the City of Dothan. We also completed the Mobile County Bicentennial Bicycle and Pedestrian Master Plan for the South Alabama Regional Planning Commission. We will bring the same passion and dedication that made those studies very successful for their respective communities.

We realize the importance of identifying a comprehensive and functional network of pedestrian facilities that access attractions and destinations within the City of Mountain Brook. We also understand and will take great care to ensure the study addresses the needs of the City of Mountain Brook. The City of Tuscaloosa is a great example of where we took an integrated approach in the recent past. In 2014, our Tuscaloosa office created a workable plan, called the Connectivity Study, for the University of Alabama and the City of Tuscaloosa. We worked alongside officials from the University, as well as the City of Tuscaloosa to create a plan that provides better bicycle and pedestrian access on University Boulevard from downtown to Bryant-Denny Stadium.

Again, we appreciate this opportunity to submit our qualifications for the planning services associated with the City of Mountain Brook Sidewalks Feasibility Study. We look forward to providing the City with the seasoned knowledge and experience of Neel-Schaffer's past performance on other pedestrian studies and plans.

If you have any questions or comments regarding our qualifications or capabilities, I would very much enjoy discussing them with you.

Sincerely,

NEEL-SCHAFFER, INC.

Bob Portera, P.E.  
Senior Transportation Engineer

BIRMINGHAM

APPENDIX 1

3644 Vann Road, Suite 100  
Birmingham, Alabama 35235  
Phone (205) 655-8855 Fax (205) 655-8825

**SKIPPER Consulting, Inc.**

Statement of Interest  
Advance Planning Programming and Logical Engineering  
Mountain Brook Sidewalk Study

Understanding of the Proposed Project  
Skipper Consulting is pleased to provide this response to your Notice of Need of Professional Services for the preparation of an Advanced Planning Programming and Logical Engineering (APPLE) study within the City of Mountain Brook. It is our understanding that the nature of the proposed project will be to prepare a feasibility study and conceptual plans for construction of sidewalks within the City Limits of the City of Mountain Brook to further implement their current Walkway Master Plan. Through a variety of local and State/Federal funding sources, the City of Mountain Brook has aggressively pursued construction of new sidewalks over the past several years. The City has recently completed work on Phases 5 and 6 of their 2011 Walkway Master Plan and a Safe Routes to School project in Mountain Brook Village and Crestline Village. There are five remaining phases of work to implement the current Walkway Master Plan. Moreover, the City continues to receive numerous requests for construction of other sidewalks and pedestrian facilities which are not represented on the Walkway Master Plan. This proposed APPLE project will provide the City of Mountain Brook a tool to understand the implications for further activities related to the Walkway Master Plan and a method to program other pedestrian facilities beyond those shown in the Walkway Master Plan.

Approach to the Proposed Project

The Consultant would begin the project with an initial consultation with the City of Mountain Brook staff and the City Council to determine the current status of ongoing pedestrian-related projects and develop a listing of proposed sidewalk projects to evaluate. This can include both sidewalks identified on the Walkway Master Plan and sidewalks which have been identified but are not part of the current plan. An initial evaluation of each project will be conducted and mapping of the proposed sidewalks will be prepared. This mapping shall include right-of-way information and property ownership. A public involvement meeting will be scheduled to receive public input. Following receipt of input from the Mountain Brook city staff, City Council, and public, the Consultant shall prepare a conceptual plan for construction of new sidewalks and pedestrian facilities in the City of Mountain Brook. The conceptual plan shall indicate sidewalk location, recommended width, required right-of-way, significant utility conflicts and potential environmental concerns. ADA ramps and accessibility features, and roadway crossing design features. Preliminary cost estimates shall be prepared. Potential funding sources will be identified. A phasing plan for construction shall be developed in consultation with the City. The Consultant shall prepare a draft and final report for the project. The Consultant shall also attend and make presentations at as many Mountain Brook City Council meetings as are required for approval of the plan.

Recent Relevant Experience

Skipper Consulting has a rich history in performing traffic engineering operations studies for the City of Mountain Brook which routinely involve planning for new sidewalks, ADA ramps and facilities, and pedestrian crossings. We are currently working on our 27th assignment directly with the City. Among these assignments are several detailed analyses of sidewalks and pedestrian facilities within the City. We propose to leverage our previous work into the proposed project in order to extend the work that can be performed under the budget constraint of the proposed project.

Project Staff

Skipper Consulting employees sufficient staff in our Birmingham office to undertake the entire proposed scope of work on this project. The project manager for Skipper Consulting, Inc. will be Richard L. Caudle, P.E. Mr. Caudle will be familiar to both the staff of the RPC and the City of Mountain Brook due to his long-term and detailed involvement with traffic engineering and transportation planning for both organizations. The combined staff of Skipper Consulting possess over 200 years of professional experience in traffic engineering and transportation planning. We look forward to the opportunity to work with the RPC and the City of Mountain Brook on this project.

Skipper Consulting, Inc.

September 23, 2016

**Exhibit A – Scope of Work**

**Mountain Brook Sidewalks  
Feasibility Study: APPLE**

**Project Summary**

The Mountain Brook Sidewalks Study will evaluate the feasibility of constructing proposed sidewalks. The study will develop conceptual drawings that illustrate recommended sidewalk locations, develop an estimate of probable construction costs, provide recommended phasing of projects, and identify potential funding sources for improvements.

The potential sidewalks to be studied are identified in the City's Walkway Master Plan (see attached map). However, the City may choose to study other potential sidewalks that are not identified in the current plan.

**PROJECT TASKS**

The project tasks and subtasks required to address the scope of work shall include the following:

**Task 1: Existing Conditions**

- A. Develop base maps using GIS data and aerial photography.
- B. Analyze and assess current conceptual plans and any proposed alignments if they exist.
- C. Conduct field reviews to assess the constraints and constructability.
- D. Perform property research to identify ownership and potential right-of-way acquisitions.
- E. Collect and analyze information of record from various agencies.
- F. Identify existing utilities in the area as necessary.
- G. Conduct additional field reviews as necessary.

**Task 2: Concept Plan Development and Evaluation**

- A. Assess potential ROW, environmental, and ADA issues.
- B. Prepare recommendations on the phasing and priorities of sidewalks.
- C. Prepare a preliminary opinion of probable cost for the high priority sidewalks.
- D. Prepare for and attend a meeting with Client and Stakeholders to present findings and recommendations.
- E. Revise the plans to incorporate comments that may be received.
- F. Identify potential funding sources.
- G. Prepare a draft Advanced Planning Report document.
- H. Submit the draft document for review.
- I. Revise the Advanced Planning Report document based on comments that may be received.
- J. Submit the final Advanced Planning Report document.

**Exhibit A – Scope of Work**

**Project Schedule**

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule

Task	Months					
	1	2	3	4	5	6
1. Existing Conditions						
2. Concept Plan Development and Evaluation						

**Exclusions from Scope of Work**

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final plan after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

**Crash Data Restrictions**

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions. [See Article 8 of the Agreement.]

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**MINUTES OF THE JOINT REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA AND  
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT  
OCTOBER 10, 2016**

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The City Council of the City of Mountain Brook, Alabama and members of the Board of Commissioners of the Mountain Brook Emergency Communications District ("District") met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 10th day of October, 2016. The Council President (and Board Chairman) called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (Chairman)  
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

The City Council President (and District Chairman) stated that a quorum was present and that the meeting was open for the transaction of business

**1. JUDGE SHERA GRANT**

Judge Grant, candidate for re-election of District Court, Civil Division, Place 5, introduced herself and requested the support of the elected officials and members of the audience in the upcoming election.

**2. ATTORNEY LEE CLEVELAND**

Attorney, Lee Cleveland, candidate for election of District Court, Civil Division, Place 5, introduced himself and requested the support of the elected officials and members of the audience in the upcoming election.

**3. PRESENTATION**

Mayor Oden read aloud and presented the Council's resolution (No. 2016-149) expressing its gratitude to Bill Warren for his service on the City of Mountain Brook Tree Commission.

**4. CONSENT AGENDA**

Council President (and District Chairman) 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 September 26, 2016 regular meeting of the City Council.

<b>2016-147</b>	Ratify and adopt the fiscal 2017 budget of the Mountain Brook Emergency Communications District (as previously adopted by the Mountain Brook City Council upon its adoption of Ordinance 1961 on September 26, 2016)	Appendix 1
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<b>2016-148</b>	Ratify the transfer of \$291,553 from the Emergency Communications District operating fund to the City of Mountain Brook General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2015 through September 30, 2016	Exhibit 1, Appendix 2
<b>2016-149</b>	Expressing gratitude to Bill Warren for his service on the Tree Commission	Exhibit 2
<b>2016-150</b>	Appoint Stephanie Maxwell to the Editorial Board, to serve without compensation, through October 10, 2020 (replacing Dale Wisely).	Exhibit 3
<b>2016-151</b>	Declare a 1987 International school bus surplus and authorizing its sale at public internet auction	Exhibit 4, Appendix 3
<b>2016-152</b>	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Event Concession, Inc. (trade name: Lane Parke Grand Opening Event) for its October 20, 2016 special event to be held outdoors at 271 Rele Street, Mountain Brook, AL 35233	Exhibit 5, Appendix 4
<b>2016-153</b>	Authorize the execution of the following service agreements: Mountain Brook Chamber of Commerce	Exhibit 6, Appendix 5
<b>2016-154</b>	Alabama Symphonic Association	Exhibit 7, Appendix 6
<b>2016-155</b>	McWane Science Center	Exhibit 8, Appendix 7
<b>2016-156</b>	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 9, Appendix 8
<b>2016-157</b>	Exceptional Foundation	Exhibit 10, Appendix 9
<b>2016-158</b>	Birmingham Museum of Art	Exhibit 11, Appendix 10
<b>2016-159</b>	Birmingham Botanical Society	Exhibit 12, Appendix 11
<b>2016-160</b>	Alabama Ballet	Exhibit 13, Appendix 12
<b>2016-161</b>	Birmingham Children's Theatre	Exhibit 14, Appendix 13
<b>2016-162</b>	Prescott House	Exhibit 15, Appendix 14
<b>2016-163</b>	Birmingham Zoo	Exhibit 16, Appendix 15

<b>2016-164</b>	Alabama Veterans' Memorial Foundation	Exhibit 17, Appendix 16
<b>2016-165</b>	Jefferson County Historical Commission	Exhibit 18, Appendix 17
<b>2016-166</b>	All In Mountain Brook	Exhibit 19, Appendix 18
<b>2016-167 Motion</b>	Accept Sain Associates to provide professional services for the APPLE Mountain Brook Sidewalk Study	Appendix 19

Thereupon, the foregoing minutes and resolutions were introduced by Council President (and District Chairman) Smith and their immediate adoption was moved by Council President Pro Tempore (and Vice Chairman) Pritchard. The minutes, resolutions, and Motion were then considered by the City Council and Board of Commissioners. Council (and District) member Womack seconded the motion to adopt the foregoing minutes, resolutions and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (Chairman)  
William S. Pritchard, III, Council President Pro Tempore (Vice-Chairman)  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President (and Chairman) Smith thereupon declared that said minutes and resolution (Nos. 2016-148 through 2016-167) are adopted by a vote of 5-0 and as evidence thereof she signed the same.

#### 5. 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, October, 24, 2016 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](http://www.mtnbrook.org)) for more information.

#### 6. ADJOURNMENT

There being no further business to come before the City Council President (and District Chairman) Smith adjourned the meeting.

#### 7. CERTIFICATION

I, Karen Fowler, Acting 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 October 10, 2016, 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.

  
\_\_\_\_\_  
Acting City Clerk

**EXHIBIT 1****RESOLUTION NO. 2016-148**

**BE IT RESOLVED** by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby ratifies and approves the transfer of funds in the amount of \$291,553 from the District to the City of Mountain Brook General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2015 through September 30, 2016.

<b>Ledger Number</b>	<b>Ledger Description</b>	<b>Amount</b>
531-3516-6910	Transfers-General Fund	\$291,553 DR
531-1002-2376	Cash	291,553 CR
100-1001-0000	Cash	291,553 DR
100-3800-4831	Transfer-E911 District	291,553 CR

**APPENDIX 2****EXHIBIT 2****RESOLUTION NO. 2016-149**

**EXPRESSION OF GRATITUDE TO WILLIAM WARREN  
FOR HIS DEDICATED SERVICE TO THE CITY ON THE TREE COMMISSION**

**WHEREAS**, William (“Bill”) Warren served on the City of Mountain Brook Tree Commission for fourteen (14) years, beginning on October 29, 2002; and

**WHEREAS**, William Warren served as Chairman of the Tree Commission from 2006–2016;

**WHEREAS**, the City of Mountain Brook has achieved the designation as a “Tree City USA” for twenty-two consecutive years, achieved ten of its fourteen Tree City Growth awards, was awarded the Sterling Tree City Award in 2011 and has been successfully recertified fourteen consecutive years by The National Arbor Day Foundation due in large part to William Warren’s dedicated service; and

**WHEREAS**, William Warren has actively promoted public awareness and education regarding the importance of an urban tree canopy and the importance of caring for these vital trees as evidenced by his passionate participation and eager support of the City’s annual Arbor Day tree giveaway event conducted in cooperation with Boy Scout Troop 320; and

**WHEREAS**, it is the desire of the residents of Mountain Brook to express their appreciation to William Warren and recognize his service to our City.

**NOW, THEREFORE**, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank William Warren for his years of dedicated service and wish him well in his endeavors.

**EXHIBIT 3****RESOLUTION NO. 2016-150**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Stephanie Maxwell is hereby appointed as a member of the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end October 10, 2020.

**EXHIBIT 4****RESOLUTION NO. 2016-151**

**WHEREAS**, the City of Mountain Brook, Alabama, has certain personal property that is no longer needed for public or municipal purposes; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows: It is hereby declares that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Asset</b>	<b>Description</b>	<b>Notes</b>
1		1987 International (model) 1853 school bus VIN: 1HVLPHXL2HHA13785	

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the property above shall be sold by way of public Internet auction, and if not sold, disposed of for scrap value.

**APPENDIX 3****EXHIBIT 5****RESOLUTION NO. 2016-152**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Event Concession, Inc. (trade name: Lane Parke Grand Opening Event) for its October 20, 2016 special event to be held outdoors at 271 Rele Street, Mountain Brook, AL 35233.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

**APPENDIX 4****RESOLUTION NO. 2016-153**

**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 between the City and Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to minor changes as may be determined appropriate by the City Attorney.

**APPENDIX 5****EXHIBIT 7****RESOLUTION NO. 2016-154**

**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 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 6**

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**EXHIBIT 8****RESOLUTION NO. 2016-155**

**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 McWane Science Center, a copy of which contract is attached hereto as Exhibit A.

**APPENDIX 7**

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**EXHIBIT 9****RESOLUTION NO. 2016-156**

**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 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 8**

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**EXHIBIT 10****RESOLUTION NO. 2016-157**

**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 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 9**

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**EXHIBIT 11****RESOLUTION NO. 2016-158**

**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 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 10**

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**EXHIBIT 12****RESOLUTION NO. 2016-159**

**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 11**

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**EXHIBIT 13**

**RESOLUTION NO. 2016-160**

**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 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.

**APPENDIX 12**

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**EXHIBIT 14**

**RESOLUTION NO. 2016-161**

**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 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 13**

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**EXHIBIT 15**

**RESOLUTION NO. 2016-162**

**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 14**

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**EXHIBIT 16**

**RESOLUTION NO. 2016-163**

**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 15**

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**EXHIBIT 17**

**RESOLUTION NO. 2016-164**

**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 16**

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**EXHIBIT 18**

**RESOLUTION NO. 2016-165**

**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 17**

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**EXHIBIT 19**

**RESOLUTION NO. 2016-166**

**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 All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**APPENDIX 18**

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RESOLUTION NO. 2016-147

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

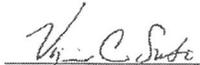
BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communication District ("District"), that the following is the adopted budget for the District for the fiscal year beginning October 1, 2016 and ending September 30, 2017 (as adopted by the City Council of the City of Mountain Brook upon its adoption of Ordinance No. 1961 on September 26, 2016):

Ledger No.	Account Description	(For Reference Only)	
		09/30/2017	09/30/2016
		Budget	Budget
531-3305-4500	Fines & Forfeitures (Act 03-289)	\$ (2,100.00)	\$ (2,100.00)
531-3404-4050-3401	E-911 Surcharge (Mobile)	\$ (388,000.00)	\$ (388,000.00)
531-3407-4400	Other Investment Earnings	\$ (1,300.00)	\$ (1,300.00)
<b>E911 Revenue</b>		<b>\$ (391,400.00)</b>	<b>\$ (391,400.00)</b>
531-1213-6307	Bank Fees	\$ 300.00	\$ 296.00
531-3510-6210	Development-Training	\$ 25,000.00	\$ 25,000.00
531-3510-6300	Supplies/Exp-General	\$ 1,000.00	\$ 1,000.00
531-3510-6464	Service Contr-Comm Equip	\$ 23,002.00	\$ 6,000.00
531-3510-6610	Utilities-Telephone	\$ 82,000.00	\$ 82,000.00
531-3516-6910	Transfers-City General Fund	\$ 200,000.00	\$ 200,000.00
531-3516-6941	Transfers-Capital Projects Fnd	\$ 0.00	\$ 0.00
531-3590-6941	Transfers-Capital Projects Fnd	\$ 0.00	\$ 0.00
<b>E911 Expenses</b>		<b>\$ 331,302.00</b>	<b>\$ 314,296.00</b>
<b>Excess of (Revenue) Over Expenditures</b>		<b>\$ (60,098.00)</b>	<b>\$ (77,104.00)</b>
<b>(Fund Balance), Beginning of Year</b>		<b>\$ (488,114.23)</b>	<b>\$ (411,010.23)</b> <sup>(1)</sup>
<b>(Fund Balance), End of Year</b>		<b>\$ (548,212.23)</b>	<b>\$ (488,114.23)</b>

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the District Administrator is hereby authorized and directed, for and on behalf of the District, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the District in the normal course of public safety operations.

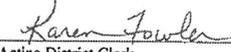
(1) As reported in the audited financial statements of the City of Mountain Brook as of and for the year ended September 30, 2015.

ADOPTED AND APPROVED: The 10th of October, 2016.

  
Virginia C. Smith, Chairman

CERTIFICATION

I, Karen Fowler, Acting District Clerk of the Mountain Brook Emergency Communications District certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the Mountain Brook Emergency Communications District at its meeting held on October 10, 2016, as same appears in the minutes of record of said meeting.

  
Acting District Clerk

2016-147

2016-148

**911 Dispatch Labor Cost**  
**City of Mountain Brook Emergency Communication District**  
**October 1, 2015 through September 30, 2016**

Empl No	Title	Age	Salaries/ Longevity	7.65% FICA	12.55% (Capped) Pension	Medical	Total	Estimated FTE's	Col K/Col E	Base Salary	DOH
							\$ 417.00	<Single			
							\$ 729.00	<Family			
5510-002	0652 Dispatcher II	44	\$ 75,515.90	\$ 5,253.21	\$ 9,311.30	\$ 8,748.00	\$ 98,828.41	1.29		\$ 58,760.00	03/27/2001
5510-004	0652 Dispatcher II	41	\$ 71,157.56	\$ 5,216.78	\$ 8,692.08	\$ 5,004.00	90,070.42	1.27		\$ 55,952.00	06/12/2007
5510-005	0654 Dispatcher III	46	\$ 69,529.81	\$ 5,237.68	\$ 8,470.83	\$ 5,004.00	88,242.32	1.13		\$ 61,692.80	06/26/2007
5510-010	0652 Dispatcher II	40	\$ 59,151.41	\$ 4,189.46	\$ 6,841.09	\$ 5,004.00	75,185.96	1.06		\$ 55,952.00	06/06/1995
5102-003	Dispatcher II	41	\$ 9,578.96	\$ 732.79	\$ 1,202.16	\$ 1,251.00	12,764.91	0.22		\$ 43,867.20	06/21/2016
5510-032	0652 Dispatcher II	40	\$ 51,804.21	\$ 3,963.02	\$ 6,498.34	\$ 5,004.00	67,269.57	1.24		\$ 41,787.20	12/06/2011
5102-004	Dispatcher II	41	\$ 4,775.60	\$ 295.26	\$ 599.34	\$ 1,458.00	7,128.20	0.11		\$ 43,867.20	08/01/2016
5510-015	0652 Dispatcher II	40	\$ 66,783.88	\$ 5,055.39	\$ 8,207.25	\$ 5,004.00	85,050.52	1.31		\$ 50,793.60	11/13/2007
5510-018	0652 Dispatcher II	41	\$ 64,219.92	\$ 4,872.64	\$ 7,885.17	\$ 5,004.00	81,981.73	1.39		\$ 46,113.60	05/20/2009
5510-034	0652 Dispatcher II	40	\$ 71,232.87	\$ 5,449.31	\$ 8,546.87	\$ 5,004.00	90,233.05	1.27		\$ 55,952.00	01/15/2013
5510-031	0652 Dispatcher II	41	\$ 44,561.91	\$ 3,390.63	\$ 5,937.56	\$ 5,004.00	58,894.10	1.02		\$ 43,867.20	09/13/2011
5102-002	0652 Dispatcher II	40	\$ 61,279.38	\$ 4,687.87	\$ 7,690.56	\$ 5,004.00	78,661.81	1.40		\$ 43,867.20	05/26/2015
Annual dispatch labor cost (all positions)							\$ 834,311.00	11.30		\$ 602,472.00	
Number of dispatchers (FTE's)								11.30			
Average annual dispatch labor cost (per FTE)							\$ 73,804.00				
1 dispatcher, 3 shifts/day for 911 coverage + 1/4 FTE back-up for								3.25			
Annual direct dispatch labor cost for 911 coverage							\$ 239,863.00				
Estimated overhead (police supervision, accounting, payroll, accounts payable, utilities, and space)							1.22		<< Unchanged from 2015		
Total estimated cost of 911 dispatch function including overhead							\$ 291,553.00		\$ (91,553.00)	10038004831 Transfers-E911	
									\$ 91,553.00	10010010000 Cash General Fund	
									\$ (91,553.00)	53110010000 Cash E911	
Budgeted transferr to General Fund for 911							\$ 200,000.00		\$ 91,553.00	53135166910 Transfers-General Fund	
									IVPR20160927 - Adjust 911 transfers for labor and overhead to 2016 estimate		
							09/30/2016	\$ 291,553.00			
							09/30/2015	\$ 275,000.00			

2016-151



MOUNTAIN BROOK SCHOOLS

**STATE OF ALABAMA**  
DEPARTMENT OF REVENUE

**CERTIFICATE OF TITLE FOR A VEHICLE** 0996

TITLE NO. 07314505 VEHICLE IDENTIFICATION NUMBER 1HVLPHXL2HHA13785 FRAME TYPE DL DATE ISSUED 10/22/86

VIN 87 MAKE INTL MODEL 1853 BODY TYPE BU PREV AL TITLE NO.

CYL 08 VIEW USED 0000 PURCHASE DATE 09/11/86 NO. LIENS 0 COLOR YELLOW ODOMETER 0000001

NAME(S) AND MAILING ADDRESS OF OWNER:  
MTN BROOK BOARD OF EDUCATION

MAIL TO:  
3 CHURCH ST MTN BROOK BOARD OF EDUCATI  
MTN BROOK AL 35213 3 CHURCH ST  
RECEIPT ADDRESS IF DIFFERENT MTN BROOK AL 35213

LESSOR(S)

1ST LIEN-HOLDER'S NAME ADDRESS AND LIEN DATE

2ND LIEN-HOLDER'S NAME ADDRESS AND LIEN DATE

COMMISSIONER OF REVENUE *Jim White* CONTROL NUMBER 7105064

**BILL OF SALE**

State of Alabama

County of Jefferson

Date: June 17, 2009

FOR AND IN CONSIDERATION OF zero dollars (\$0.00) the Mountain Brook Board of Education hereby donates/transfers ownership of the following vehicle to the City of Mountain Brook.

1987 International Bus VIN #1HVLPHXL2HHA13785

The said property I guarantee is free of all claims and offsets of any and all kinds. Property is transferred AS IS with no warranty.

Signed: *Karen Lusk-Smith*  
Karen Lusk-Smith, Chief School Financial Officer

Witnessed: *Luis Stephens*

APPENDIX 3

effective · challenging · engaging

32 VINE STREET MOUNTAIN BROOK, AL 35213 (205)871-4698 (205)877-8303 FAX  
www.mtnbrook.k12.al.us

Board Meeting: March 9, 2009

Request to Declare as Surplus Property

Item	Quantity	Description	Year	VIN #	Disposition Requested
Ceiling Mounted Speakers	91	PA system speakers removed from Junior High. Simplex Paging System installed in 1994. Removed from service in June 2008.	1897	1HVLPHXL2HHA13785	Transfer ownership to City of Mountain Brook (to be used for training)
43 Passenger Bus	1		1980	1HVBAZRL8LH220560	Attempt to auction

2016-152



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161005090958066



Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00 Trade Name: LANE PARKE GRAND OPENING EVENT Filing Fee: \$50.00 Applicant: EVENT CONCESSIONS INC Transfer Fee: Location Address: 271 RELE STREET MOUNTAIN BROOK, AL 35233 Mailing Address: 101 ROYAL PLACE PELHAM, AL 35124 County: JEFFERSON Tobacco sales: NO Type Ownership: CORPORATION

Book, Page, or Document info: 9704 2138 Date Incorporated: 04/01/1997 State Incorporated: AL County Incorporated: JEFFERSON Date of Authority: 04/01/1997 Alabama State Sales Tax ID: 580010705

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: PATRICK JOSEPH OBRIEN II, PRESIDENT, 01/19/1962 MINNESOTA, 101 ROYAL PLACE PELHAM, AL 35124

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES Does ABC have any actions pending against the current licensee? NO Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Contact Person: JOE OBRIEN Home Phone: 205-444-9700 Business Phone: 205-663-4560 Cell Phone: 205-588-0933 Fax: E-mail: EVTCONCESS@AOL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s) License 1: License 2: 2016-152



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161005090958066



If applicant is leasing the property, is a copy of the lease agreement attached? Name of Property owner/lessor and phone number: LANE PARKE RETAIL LLC 205-871-0888 What is lessors primary business? REAL ESTATE DEVELOPER

Does the premise have a fully equipped kitchen? NO Is the business used to habitually and principally provide food to the public? NO Does the establishment have restroom facilities? NO

Will the business be operated primarily as a package store? NO Building Dimensions Square Footage: 99999 Display Square Footage: Building seating capacity: 99999 Does Licensed premises include a patio area? NO License Structure: ONE STORY License covers: OTHER Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. All cells are empty.

APPENDIX 4



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161005090958066



I attest each In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Joe O'Brien Signature of Applicant: [Signature] Notary Name (print): Valencia Johnson Notary Signature: [Signature] Commission expires: 4-22-18

Application Taken: App. Inv. Completed: Forwarded to District Office: Submitted to Local Government: Received from Local Government: Forwarded to Central Office: Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161005090958066



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club Does the club charge and collect dues from elected members? Number of paid up members: Are meetings regularly held? How often? Is business conducted through officers regularly elected? Are members admitted by written application, investigation, and ballot? Has Agent verified membership applications for each member listed? Has at least 10% of members listed been confirmed and highlighted? Agent's Initials: For what purpose is the club organized? Does the property used, as well as the advantages, belong to all the members? Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail Is it for 30 days or less? More than 30 days?

Franchisee or Concessionaire of above? Other valid responsible organization: Explanation:

Special Events / Special Retail (7 days or less) Starting Date: 10/20/2016 Ending Date: 10/20/2016 Special terms and conditions for special event/special retail: ALL ALCOHOL IS TO STAY IN LICENSED EVENT AREA. NO TO GO SALES ALLOWED.

Other Explanations License Covers: OUTDOOR EVENT HELD IN STREET Are there any special restrictions, instructions, and/or conditions for this license?: NO TO GO SALES. ALCOHOL IS TO REMAIN IN THE LICENSED EVENT AREA. EVENT WILL BE HELD THURSDAY OCTOBER 20 FROM 3:00-7:00.

2016-153

EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation ("Chamber"). City and Chamber hereby agree as follows.

- 1. This Agreement shall be in effect for a period of two years (October 1, 2016 through September 30, 2018).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.
3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber's expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City's annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of \$150,000.00 each year from October 1, 2016 through September 30, 2018 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

Table with 2 columns: Installment Due Date or Event, Amount. Rows include: Upon execution of this Agreement (\$37,500.00), December 1, 2016 (37,500.00), May 1, 2017 (37,500.00), September 1, 2017 (37,500.00), On or after October 1, 2017 and after the fiscal 2018 budget is approved by the City (37,500.00), December 1, 2017 (37,500.00).

Table with 2 columns: Installment Due Date or Event, Amount. Rows include: May 1, 2018 (37,500.00), September 1, 2018 (37,500.00).

- 9. In consideration of the foregoing, Chamber agrees to provide City the following services:
(a) provide and maintain within the Chamber organization a program for citywide economic development;
(b) provide a professionally qualified Chamber staff to carry on the functions of Chamber;
(c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
(d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
(e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, etc., as are necessary and required to promote adequately new and expanding commercial and office development within City;
(f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies and organizations with similar purposes such as the Alabama Department of Commerce, industrial development departments of public and private utilities, The Birmingham Business Alliance, local, area and regional planning agencies, highway, air and other transportation agencies, organizations and individuals;
(g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
(h) receive, study and respond to all mail inquires and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States -and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
(i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office

APPENDIX 5

- or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;
(j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, civic presentations and other activities involving City and its officials;
(k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
(l) assist businesses in conjunction with the City Council and assist new and expanding businesses, agencies, institutions and people moving to the area; and through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.
10. In addition to the foregoing services to be provided by Chamber to City:
(a) The Chamber shall solicit and secure funds from various merchants located in the City where such funds shall be used toward the cost of advertising.
(b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. I.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.
(c) Chamber shall use its best good faith efforts to sell advertisements for the Mountain Brook Reporter, City's quarterly newsletter. The gross receipts ("Receipts") from the sale of such advertisements shall be divided equally between City and Chamber. Chamber shall pay City its share of the Receipts on the fifteenth day of each month following the end of each calendar quarter (April 15, July 15, October 15 and January 15) for advertisements sold during each such calendar quarter.
(d) Chamber will conduct a yearly membership drive.
(e) Chamber shall continue to aggressively promote, market and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.
(f) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

- (g) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates beneath their signatures.

ATTEST: CITY OF MOUNTAIN BROOK
By [Signature] Its Mayor

Date of execution

ATTEST: MOUNTAIN BROOK CHAMBER OF COMMERCE
By \_\_\_\_\_ Its \_\_\_\_\_

Date of execution

2016-154

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 (\$10,000.00) for services for the one-year period from October 1, 2016 through September 30, 2017 ("Contract Funds").
2. In consideration of the payment of the Contract Funds by City, the Association shall work with City to develop a package of services that best addresses the needs of their schools and community. As a result of these discussions, the Association may, but is not limited to:
  - a. Provide one performances in City schools.
  - b. Work with band students at the middle and high schools.
  - c. Visit elementary school general music classes.
  - d. Provide tickets for high school students to attend a Coffee Concert and post-concert discussion featuring the Music Director and orchestra musicians.
  - e. Invite City schools to all Association education events, including Explorer, Young Peoples, and Coffee Concerts; masterclasses and guest artist lectures; open rehearsals; and Alabama Symphony Youth Orchestra performances and auditions.
  - f. Provide Mountain Brook school teachers with access to innovative music education lesson plans associated with the ASO Young People's Concerts.

2016-154

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, 2017.
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

APPENDIX 6

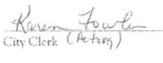
c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

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 President on October 6, 2016, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) Oct 10, 2016. but this contract shall be effective as of October 1, 2016.

ATTEST:  
  
Ashley Snow  
Its Annual Fund Manager

Alabama Symphonic Association  
By:   
Curt Long  
Its President

ATTEST:  
  
Karen Fowle  
City Clerk (Acting)

City of Mountain Brook  
By:   
Sam S. Gaston  
Its City Manager

ASO

FY 2016 Accounting of Funds from the City of Mountain Brook

The Alabama Symphony Orchestra received funds in the amount of \$12,000 from the City of Mountain Brook on November 17, 2015. The funds helped cover the costs of an orchestra performance for an audience of 200 at Mountain Brook Elementary School on December 8, 2015. The costs of the performance were allocated as follows:

Musician wages	\$10,294.06
Pay-per-service expense	\$ 1,024.19
Stage hand wages	\$ 777.99
TOTAL	\$12,096.24

Costs not covered by funding from the City of Mountain Brook were subsidized by the ASO's Annual Fund, which relies on individual, corporate, and foundation support to fund a full season of concerts, educational performances, and community engagement events.

The program included several movements from Tchaikovsky's Nutcracker ballet plus season holiday music. The combination of these pieces was designed to make orchestral music as a whole accessible to students who may never have attended a formal concert before.

The ASO is grateful for the City of Mountain Brook's support. If you have questions about the expenditure of these funds, please contact:

Curt Long, ASO President	Ashley Snow, Annual Fund Manager
205.314.6901	205.314.6912
clong@alabamasympphony.com	asn@alabamasympphony.com

Thank you again for supporting our Alabama Symphony Orchestra!

2016-155



A Contract for Funds to support services provided by McWane Science Center to the students of Mountain Brook October 2016 – September 2017

Submitted to: The City of Mountain Brook

by McWane Science Center 200 Nineteenth Street North Birmingham, AL 35203 Phone: (205) 714-8300 Fax: (205) 714-8400

APPENDIX 7

McWane Science Center logo and list of Board of Trustees 2016 members including Amy W. Templeton, Gordon G. Martin, John W. McCullough, J. Bowen Thagard Jr., D. Scott Adams, Tracy Marant Adams, J. Ivan Alexander, Stephanie Alexander, Lisa Jerrigan Bruhn, Charles A. Ciflat, Jr., Leigh Davis, Taylor P. Davis, John P. Dolac, Jr., Cello Gaston, Charles D. Goodrich, Penney Hestline, Shannon Holt, Alexa M. Jones, Geri L. Kharasat, Lynn LaHassan, Dumpy Marletine, Jenaker Sijetlum, George M. Tribble, Kavita Vasil, Chad Webb, Nicholas O. Willis, Gary York

October 5, 2016

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

Mr. Boone,

Thank you and the City of Mountain Brook for awarding funding to McWane Science Center for fiscal year 2017. This funding will not only assist with science education opportunities for Mountain Brook residents but also help us continue to serve as a positive extension of your school classrooms. Science education is essential for the overall development of our children. Together we can continue to "change lives through science and wonder."

Included, as requested, please find the contract signed by our President and CEO, Amy W. Templeton.

If I can be of any further services, please do not hesitate to ask

Sincerely, Rachel Pace Development Office (205) 714-8359 rpace@mcwane.org

2016-155

McWane Science Center - City of Mountain Brook Contract

The Overview

This contract is entered into by the City of Mountain Brook and McWane Science Center, a non-profit corporation organized under the laws of the State of Alabama.

Both the City of Mountain Brook and McWane Science Center desire to increase the opportunities for learning in the Mountain Brook School System. McWane Science Center serves as a community resource unlike any other educational institution in the Greater Birmingham Area offering hands-on interactive information science and technology education programs. These programs are directly aligned to the Alabama Course of Study Science Education Curriculum and the National Science Standards.

Therefore, due to the ability to enhance science education for school children, the City of Mountain Brook has agreed to pay McWane Science Center \$10,000 for use of the Center and its programs by the students in the Mountain Brook School System for fiscal year October 2016 – September 2017.

McWane Science Center services supported through this contract

This contract supports three different science education programs provided by McWane Science Center. In consideration of this support, students may visit the science center and participate in its programs or participate in our outreach program.

This contract supports services up to \$10,000 for the fiscal year. Each student fee for visits to the science center is \$10 for Adventure Halls and a Reserved School Program. The student fee for both the Adventure Halls and an IMAX film is \$15. Teachers and chaperones on the Reservation are admitted free to Adventure Halls, \$5 for only an IMAX film and \$5 for both the Adventure Halls and an IMAX film.

Fees for outreach programs vary depending on the type of program and classroom size. A classroom outreach of up to 02 students is \$125. An assembly outreach, which accommodate a larger number of students (100+) is \$250.

McWane Science Center shall provide Teacher Guides for each school for the duration of this contract. Educators from McWane Science Center shall be available at least two times each year to participate in teacher professional development workshops, training sessions, and in-service programs. During this time, McWane Science Center educators shall provide Mountain Brook teachers with information about the outreach programs, permanent exhibits, traveling exhibits, and science education programs and demonstrations that tie directly into the Alabama Course of Study Science Education Curriculum.

Other services such as food & beverage, parking and bus parking are available for classes during their visits to McWane Science Center at advertised prices.

Support from Mountain Brook City Schools in consideration of this contract

In coordination with the Mountain Brook Superintendent, Mountain Brook Schools shall select the students and the programs in which these students will participate. Each Mountain Brook City School and the Superintendent's office shall select a liaison for this contract. The liaison shall coordinate this

contract for his/her particular school and work with a designated McWane Science Center Field Trip Coordinator.

Each Mountain Brook City School shall be responsible for providing transportation to the science 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 liaison 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 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.

Amy W. Templeton President and CEO, McWane Science Center

Lawrence T. Oden Mayor of Mountain Brook

10/5/16 Date

10/10/16 Date

2016-156

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 10th day of October 2016, 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, contentment 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, contentment 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.<sup>00</sup>) Dollars, for performing the services herein provided for the period beginning October 1, 2016 through September 30, 2017).

1

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:

- a. Provide relief for residents who are in need of crisis stabilization for uninsured mentally ill persons;
- b. Provide medication and outpatient therapy for mentally ill persons;
- c. Provide housing and treatment for mentally ill persons;
- d. Provide in-home therapy for at-risk youths who are in danger of being removed from their homes;
- e. Provide case management to access housing and other supports to avoid unnecessary admissions to state hospitals;
- f. Provide social work assistance to families; and
- g. Contractor agrees to provide any and all personnel, supplies, equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places an accounting for the expenditure of funds granted herein.

4. 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.

5. The Contractor agrees that upon violation of any of the covenants and agreements

2

APPENDIX 8

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 assuring 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 mailed, 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 130009  
Mountain Brook, AL 35213

To Contractor: Jefferson - Blount - St. Clair Mental Health Authority  
James A. Crego, 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 notice 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 as 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 10th day of October, 2016.

CITY OF MOUNTAIN BROOK,  
A Municipal Corporation

BY: Lawrence Terry Oden  
Lawrence Terry Oden  
Mayor, City of Mountain Brook

WITNESSED:

BY: Steven Beane

JEFFERSON - BLOUNT - ST. CLAIR MENTAL  
HEALTH AUTHORITY

BY: Richard Craig  
Its Authorized Agent  
Print name: Richard Craig  
Title: Executive Director

4

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Mary Ann Cater a notary public in and for said County in said State, hereby certify that Richard Craig 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 10<sup>th</sup> day of October, 2016.

Mary Ann Cater  
NOTARY PUBLIC

My Commission Expires

My Commission Expires : August 12, 2017



APPENDIX 8

JEFFERSON - BLOUNT - ST. CLAIR  
MENTAL HEALTH / MENTAL RETARDATION AUTHORITY  
940 Montclair Road Suite 200 Birmingham, Alabama 35213 www.jbamha.com  
Telephone: (205) 595-4555 Voice Mail: (205) 380-6460 Fax: (205) 592-3639 TDD: 1-800-545-1833 ext. 516

October 14, 2016

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

Re: Agreement for Services

Dear Mr. Boone:

Please find enclosed a fully executed Agreement for Services for the year ending September 30, 2017. I am also enclosing a copy of our 9/30/15 audit report. The 9/30/16 audit report will not be available until June 2017. A copy of the 9/30/16 report will be sent to you upon its completion.

Thank you for your support of our organization. Please contact me at 443.2226 if you have any questions or need any additional information.

Sincerely,

James A. Crego  
James A. Crego  
Associate Director

Enclosure

Board of Directors composed of three appointees each from:  
Bessemer - Birmingham - Blount County - Fairfield - Gardendale - Hemewood - Hueytown  
Jefferson County - Leeds - Mountain Brook - Oneonta - Pell City - St. Clair County - Tarrant - Vestavia Hills

2016-157

STATE OF ALABAMA  
JEFFERSON COUNTY

WITNESS this contract entered into this 10<sup>th</sup> day of Oct., 2016, by and between the City of Mountain Brook, Alabama, hereinafter referred to as "City", and The Exceptional Foundation, Federal ID # 63-1096855 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, 2017, City will pay to Contractor the following amount: \$ 7,500.00

2. That upon receipt by Contractor of the contract funds contemplated herein, Contractor shall be responsible for providing the personnel, supplies, equipment and expertise 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 conducting 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 attorneys' fees, costs of defense and judgments rendered, if any, in favor of such person, firm or corporation.

5. Contractor shall:  
(a) Provide to 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 advisable. 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 City 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

2016-157

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 to 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 arrange and assume 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 Auditors 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 make 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 document 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 to 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 requirement 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: *Steve Boone*  
Witness

CITY OF MOUNTAIN BROOK  
By: *Samuel Cole*  
Mayor

ATTEST: *Tricia Kirk*  
Witness

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

APPENDIX 9



October 13, 2016

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

Dear Mr. Boone,

On behalf of the board of directors, staff and participants of The Exceptional Foundation, I would like to thank the City of Mountain Brook for approving \$7,500 in funding for our programs for fiscal year 2017. With your help, The Exceptional Foundation has been able to expand the number of exceptional individuals we serve as well as the social and recreational opportunities we are able to offer.

We served approximately 600 individuals with special needs through our daily and extracurricular programs in fiscal year 2016, 42 of whom are residents of the City of Mountain Brook. Not only do these individuals have access to quality programs that enhance their lives but their parents and guardians receive much-needed respite, as their caregiving responsibilities are life-long.

Again, thank you for your ongoing support.

Sincerely,  
*Tricia Kirk*  
Tricia Kirk  
Executive Director

2016-158

**CONTRACT FOR SERVICES**  
Fiscal Year 2017

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 hand-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

APPENDIX 10

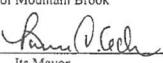
default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor twelve (12) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by 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 \_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: Birmingham Museum of Art

By: \_\_\_\_\_ By: \_\_\_\_\_  
 Secretary Its Director

ATTEST: City of Mountain Brook

By: \_\_\_\_\_ By:  \_\_\_\_\_  
 City Clerk Its Mayor

**Contract for Services  
Fiscal Year 2017**

2016-159

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. The trained docents provide activities which are based on Alabama Course of Study: Science.
  - 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:

Native American Area	September-November March-May
Dr. George Washington Carver	September-November
Garden Gates Workshop	January-February

2016-159

(Plant Propagation)	
Tropical Rain Forest	March-May
Alabama Woodlands (Interdependence)	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 sophomore-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 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 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.

APPENDIX 11

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 Chief Financial Officer on 10/05, 2016, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on \_\_\_\_ 2016, but this Contract shall be effective as of October 1, 2016.

Birmingham Botanical Society, Inc.

By:   
Its Chief Financial Officer

City of Mt. Brook

By:   
Its Mayor



Contract for Services - Fiscal Year 2016-2017

2016-160

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 wherefore, 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 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, 2016 and ending September 30, 2017 (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.
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 CITY OF MOUNTAIN BROOK, ALABAMA
By: [Signature] By: [Signature]
Printed Name: Melanie Mooney Printed Name: Lawrence T. Oden
Its: Executive Director Its: Mayor
Date: Date: 10/10/2016

APPENDIX 12



The Alabama Ballet Company (AB) was formed in 1981 and continues to be Birmingham's second largest performing arts organization and Alabama's largest professional ballet company. AB's mission is to change lives through dance. It strives 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 39 professional dancers across the globe. 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, Tuscaloosa and Rainsville. 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 2009, 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 Samford 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 only 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 Samford University and the Alabama School of Fine Arts (ASFA) as our primary performance venues are at Samford's Wright Center (WC) and ASFA's Dorothy Jamison Day Theater. 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 million positive impact on Alabama's economy and strengthening the cultural fabric of the community we serve.

2016-2017: Two Major Milestones This season marks two major milestones for the organization. First, this season will be AB's 35th year, and includes five major programs on the home season and a statewide tour, with appearances in Anniston, Rainsville, Oxford and Montgomery, in addition to returning for two productions at the new Alabama School of Fine Arts (ASFA) Dorothy Jamison Day Theatre. Secondly, this season marks the 10th anniversary of our Artistic Director, Tracey Alvey, who not only has grown the professional ballet company to new heights by providing exceptional ballet pieces, but is also responsible for bringing the Royal Academy of Dance school certification to the Alabama Ballet.

The Alabama Ballet (AB)'s 2016-17 Season will employ 39 professional company dancers, and will perform 5 major performances with appearances in Birmingham, Anniston, Oxford, and Rainsville, Alabama. There are a total of 41 season performances and 11 school performances, which include: At Home (aptly named after AB's home facility, the Alabama Ballet School of Dance), September 23-25 and September 30-October 1; Bonnie & Clyde, October 28-30, choreographed by Roger Van Fleteren, AB's Resident Choreographer and Associate Artistic Director, Alabama School of Fine Arts (ASFA), George Balanchine's The Nutcracker, December 9-18, Leslie S. Wright Fine Arts Center, Samford University (WC), Giselle, February 17-19 (WC), and Ovation, featuring Twyla Tharp's In The Upper Room April 6-9 (ASFA). A special tribute performance is being planned as well for April, but currently embargoed by the AB until it is prepared to formally announce the performance.

Request for Contract Services
The Alabama Ballet respectfully requests \$10,000 from the City of Mountain Brook to provide:

- Free school show tickets to Mountain Brook City School children
• Dance Discovery Workshops to a Mountain Brook City School or other Municipality of the Council's choosing
• 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

Alabama Ballet's Current Service Numbers to Mountain Brook Residents

- Approximately 24% of the Alabama Ballet ticket buyers live in Mountain Brook
• 15% of the students in our Royal Academy of Dance Accredited Ballet School reside in Mountain Brook
• 32 of the 48 members of AB's Board of Trustees are Mountain Brook residents
• 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 is comprised of 39 professional dancers who work on a contract basis for 28 weeks a year. Company members perform classical and modern ballet for thousands of Alabama residents each year. The average salary of a professional dancer is approximately \$13,000/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) opened in September 1999 at the new Alabama Ballet Center for Dance. Thanks to Artistic Director, Tracey Alvey, in 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 that are specifically designed to be artistically challenging at all ages and skill levels.

Education and Community Programming are critical to sustenance of the AB mission. Our educational and outreach programs extend beyond exposing children to the arts. Dance education improves learning, specifically math, and helps to develop social skills, athletic ability, strength and flexibility. The discipline of ballet also helps build self-esteem and posture. 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 and other municipal settings 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.

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 chat" 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 fit 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 "Tutus 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 is a benefit to not only our state, but to our professional dancers, who crave the opportunity to visit and tour other areas of Alabama. AB, in turn, 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.

**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 Budget, Audit (fiscal year ending July 31, 2015), and IRS Determination Letter
- Other funding sources:

Source	Amount	Status
Alabama State Council of the Arts	\$48,200	Pending
Mike and Gillian Goodrich Foundation	\$50,000	Received
The Caring Foundation	\$30,000	Pending
The Daniel Foundation	\$50,000	Approved
Hugh Kaul Foundation	\$50,000	Approved
Wells Fargo	\$20,000	Approved

**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 exhilarating 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.

**Alabama Ballet 2015/16 Board of Trustees**

**Executive Committee**  
 Page Nathel, *President*  
 Teresa C. Shuffelbarger, *Past President*  
 Mary Goodrich, *President-Elect*  
 Eric Pruitt, *Secretary*  
 David Woodrill, *Treasurer*  
 Glenda Cochran  
 Tom Fox  
 Eileen Markstein  
 Colin Mitchell

**Members at Large**

Sylvia Hogan Barnes  
 Priscilla Bull  
 Dornia Christian  
 Anne Copeland  
 Lauren DeMoss  
 Susan Driggers  
 Krystal Drummond  
 Dr. C. Morgan Elard  
 Shirley Brice Elliott  
 Shari Garrison  
 James W. Gwin  
 Joy Grarer  
 Lori Goodson  
 Wyatt R. Haskell\*\*  
 Ashley Inasco  
 Ray Jordan  
 Scarlett Kigore  
 John A. Lacey  
 Dr. Lisa Mini  
 Mary McInnis  
 Kacy Ireland Mitchell\*\*  
 Raphael Piarce  
 Jeremy Retherford  
 Michael Sansbury  
 Garland Cook Smith\*\*  
 Courtney Stephens  
 Scott Vowell  
 R. Thomas Warburton  
 Malpe Whalley  
 George Wilbanks

**Honorary Board Members**

Betty Ferguson Brice\*\*  
 Gage Bush\*  
 Jane S. Comer\*\*  
 Penelope Cunningham\*  
 Clara Germant  
 Barbara G. Gollieb  
 Dudley C. Reynolds

\* Honorary Trustee Emeritus

Ram Tool & Supply Company  
 Baptist Health System  
 Community Volunteer  
 Baker, Donelson, Beamman, Caldwell & Berkowitz, PC  
 PricewaterhouseCoopers LLP  
 Cochran & Associates  
 National Tube Holding Co.  
 Markstein Consulting, LLC  
 Community Volunteer

Southeastern Conference  
 Community Volunteer  
 Community Volunteer  
 Regions Bank  
 Burr Forman LLP  
 Magic Moments  
 Drummond Coal Sales, Inc.  
 Doctor, Image South  
 Bradley Arant Boult Cummings LLP  
 Community Volunteer  
 Bradley Arant Boult Cummings LLP  
 Regions Wealth Management  
 Ernst & Young  
 Retired Haskell Slaughter Young & Redker, LLC  
 Community Volunteer  
 FlowerBuds  
 Community Volunteer  
 Merrill Lynch  
 Occupational Medicine Consultant  
 Community Volunteer  
 Community Volunteer  
 Urban Energias Enterprises  
 Balch & Bingham LLC  
 Spotswood Sanson & Sansbury LLC  
 Community Volunteer  
 Community Volunteer  
 Retired 10<sup>th</sup> Circuit Court Judge  
 Bradley Arant Boult Cummings LLP  
 Community Volunteer  
 Drummond Coal Sales, Inc.

Community Volunteer  
 Honorary Trustee Emeritus  
 Community Volunteer  
 Honorary Trustee Emeritus  
 Sanford University  
 Community Volunteer  
 AltagascoEnergien

\*\* Lifetime Board Members



2016-161

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 acknowledges, 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 2-8 include:

<i>A Christmas Carol</i>	<i>November 15-December 18</i>	<i>24 performances</i>
<i>Einstein is a Dummy</i>	<i>January 31-February 24</i>	<i>20 performances</i>
<i>James and the Giant Peach</i>	<i>April 4-April 28</i>	<i>22 performances</i>

2016-161

Wee Folks Productions - for students in grades preK-1 include:

<i>Twas the Night Before Christmas</i>	<i>November 29-December 15</i>	<i>32 Performances</i>
<i>Wake Up Brother Bear +</i>	<i>January 10-January 28</i>	<i>32 Performances</i>
<i>Ballooney</i>	<i>February 28-March 31</i>	<i>38 Performances</i>
+ Will 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, 2016 - September 30, 2017. These funds will be paid to BCT on or before December 31, 2016.

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. The indemnification obligations in this provision shall survive the expiration or early termination of this Agreement for a period of three years.

(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. Upon advance request by the City, BCT 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 Agreement or during the three-year period following 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. Upon the

APPENDIX 13

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 merger 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:   
Printed Name: Scarlotte Kilgore  
Its: Executive Director  
Date: Oct 5, 16

CITY OF MOUNTAIN BROOK, ALABAMA

By:   
Printed Name: Lawrence T. Oden  
Its: Mayor  
Date: Oct 10, 2016

2016-162

**CONTRACT**

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

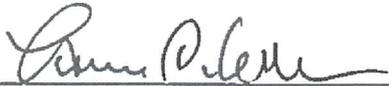
WHEREAS, Prescott House provides these services at no cost to the child, the child's family, or to the Mountain Brook Police Department; and

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 it's 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 2017 in consideration of Five Thousand dollars (\$5,000.00) to be paid to Prescott House during FY 2017.

Done this 10<sup>th</sup> day of October, 2016, by



For the City of Mountain Brook, AL

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

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4. 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.

5. 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.

6. 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 \_\_\_ day of October, 2016.

CITY OF MOUNTAIN BROOK

*Lawrence T. Oden*  
Lawrence T. Oden  
Mayor, City of Mountain Brook

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

BIRMINGHAM ZOO, INC.

Attest: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**AGREEMENT FOR SERVICES**

THIS AGREEMENT made this 10th day of October, 2016 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 2017.

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. 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.

**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, 2016, and will continue in effect until September 30, 2017, 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 provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Foundation 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 Foundation be deemed to be agents or employees of the City.
5. 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.

6. The Foundation agrees to employ accounting procedures which are appropriate to the types 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 <sup>President</sup> Executive Director on the 19th day of October, 2016 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, on the 10th day of October, 2016.

ATTEST:

  
\_\_\_\_\_  
C

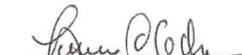
ALABAMA VETERANS MEMORIAL FOUNDATION

  
By: J. Thomas Martin  
Its: Executive Director <sup>President</sup>

ATTEST:  
ALABAMA

  
\_\_\_\_\_  
Sharon Dote, City Clerk  
Attyng

CITY OF MOUNTAIN BROOK,

  
\_\_\_\_\_  
By: Lawrence T. Oden  
Its: Mayor

2016-164

**CONTRACT FOR SERVICES**

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

WHEREAS, the Commission was established in 1971 by a 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, 2016, and will continue in effect until September 30, 2017, 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.
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 \_\_\_\_\_, 2016 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on the 10th day of October, 2016.

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

JEFFERSON COUNTY HISTORICAL COMMISSION

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_  
 By: Lawrence T. Oden  
 Its: Mayor

CITY OF MOUNTAIN BROOK, ALABAMA

2016-165

2016-166

L. JACKSON YOUNG, JR.  
DIRECT LINE 205-380-6984  
EMAIL LJY@FMYLAW.COM

LAW OFFICES OF  
**FERGUSON FROST MOORE &  
YOUNG, LLP**  
1400 URBAN CENTER DRIVE  
SUITE 200  
BIRMINGHAM, ALABAMA 35242

MAILING ADDRESS:  
P.O. BOX 430189  
BIRMINGHAM, AL 35243-0189  
TELEPHONE (205) 879-8722  
TELECOPIER (205) 879-8831  
WWW.FMYLAW.COM

June 10, 2016

Via Electronic (boones@mtbrook.org)  
& U.S. Mail

Mr. Steven Boone  
City Clerk  
City of Mountain Brook  
Post Office Box 130009  
Mountain Brook, Alabama 35213

Dear Mr. Boone:

Attached are All In Mountain Brook's proposed Contract Agreement with the City of Mountain Brook; draft Resolution approving the Contract Agreement; and report detailing All In programming paid for by funds received from the City of Mountain Brook for the 2015-2016 school year. Please let me know if there is anything further the City needs, and thank you very much for your assistance.

Sincerely yours,  
  
L. Jackson Young, Jr.

LJYjr/abk  
Enclosures

(06/07/2016)

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

**CONTRACT AGREEMENT**

THIS AGREEMENT is entered into on this the \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Mountain Brook (hereinafter referred to as "City") and All In Mountain Brook (hereinafter referred to as "Contractor"):

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

WHEREAS, All In Mountain Brook is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook—specifically, the enhancement and protection of the lives of Mountain Brook youth;

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 services and resources to residents of the City of Mountain Brook which are designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk;

**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 \$10,000.00 (Ten Thousand and No/100 Dollars) (hereinafter referred to as the "Contract Amount") for performing the services herein provided for the period beginning October 1, 2016, through September 30, 2017.

**2. SCOPE OF SERVICES:**

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that the Contractor shall be totally responsible for, and shall have exclusive control over, the management and disbursement of the Contract Amount, and that the Contract Amount shall be used only for the purposes herein described:

- a. To underwrite All In Mountain Brook programming at the six Mountain Brook City schools, thereby targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speakers, activities, services, materials, and communications designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk.
- b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.

APPENDIX 18

(06/07/2016)

c. Contractor anticipates the following disbursement of the contract amount:

- (1) \$5,000.00 to Mountain Brook High School;
- (2) \$3,000.00 to Mountain Brook Junior High School; and
- (3) \$2,000.00 (\$500.00 apiece) to the four elementary schools—Brookwood Forest Elementary School, Cherokee Bend Elementary School, Crestline Elementary School, and Mountain Brook Elementary School;

d. Contractor agrees to provide any and all personnel, supplies, and/or equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places an accounting of the Contractor's expenditure of the Contract Amount.

4. The Contractor shall not transfer or assign this contract or any of the rights and privileges granted herein without the prior written consent of the City.

5. The Contractor agrees that upon violation of any of the covenants and agreements 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 it will comply with Title 6 of the Civil Rights Act of 1964 assuring 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 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 mailed, three 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  
Post Office Box 130009  
Mountain Brook, Alabama 35213

(06/07/2016)

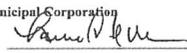
To Contractor: All In Mountain Brook  
c/o Ms. Leigh Ann Sisson  
2653 Montevallo Road  
Mountain Brook, Alabama 35223

9. 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 individual to receive notice by notifying the other party as provided in this paragraph.

10. No oral agreement or communication 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 oral agreement or communication will be considered as 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 10<sup>th</sup> day of October, 2016.

**CITY OF MOUNTAIN BROOK,**

A Municipal Corporation  
BY:   
Mayor, City of Mountain Brook

WITNESSED:

BY: \_\_\_\_\_

**ALL IN MOUNTAIN BROOK**

BY:   
(Its Authorized Agent)

Print name: L. Jackson Young, Jr.  
Title: Chairman, All in Mountain Brook

(06/07/2016)

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

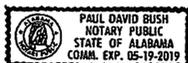
I, Paul Bush, a notary public in and for said County in said State, hereby certify that L. Jackson Young, Jr., whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, 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 10th day of June, 2016.

*[Signature]*

NOTARY PUBLIC

My Commission Expires:



(N047187 1)

RESOLUTION NO. 2016-\_\_

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 All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Council President

APPROVED: This \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor, City of Mountain Brook

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on the \_\_\_ day of \_\_\_\_\_, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

(N047187 1)

APPENDIX 18

City of Mountain Brook  
\$10,000 AIMB Donation Allocation  
2015-2016 School Year

Mountain Brook High School (MBHS) - \$8,302.35

\*Tailgate/Cookout Prior to MB/Vestavia Home Football Game  
\$1,442.08 (To provide an activity for the MBHS Students)

\*Banners/Posters/Shakers/Promotional material throughout the year \$874.36

\*Josh Ochs - Speaker \$5,803.72  
(Please note this actually benefitted MBHS, MBJH, as well as Parents)

- Social Media Safety Student Assembly Speech for Students at both MBHS and MBJH.
- Social Media Parent Forum Speech held at Mountain Brook Baptist Church for the parents in the evening.
- Flight, Rental Car and Hotel expenses.
- The Forum was recorded and a free video playback link was provided one week after the event.

Mountain Brook Junior High (MBJH) - \$3,038.84

\*AMP1 Program to MBJH Students and Faculty - \$2,438.84  
A team of amputees that play stand up basketball with the purpose to bring HOPE and to spread the message of "Never Give UP." AMP1 aims to reach everyone and remind them that each of them has a dream and a purpose.

- Two assemblies for MBJH students with message and basketball game.
- 3 Plane tickets
- 2 Hotel rooms
- One meal
- Honorarium

\*Kimberly Carraway - Speaker on Stress and Emotions - \$600.00  
-Stress and Emotions affect learning. This event was provided in

(N047218 1)

the evening to all MBJH parents as well as all Mountain Brook parents in the area to learn about the relationship between stress and the learning process. Strategies were provided for helping parents work with their child in dealing with stress and emotions in a healthy way.

Cherokee Bend Elementary (CBE) - \$500.00

\*Alice Churnock and Trey Hill - Speakers to 5<sup>th</sup> and 6<sup>th</sup> grade students on managing stress and anxiety \$250.00

\*Trevor Romain Curriculum Videos \$178.90

\*To cover partial cost of Social Emotional Learning Books \$71.10

Brookwood Forest Elementary (BWF) - \$250.00

\*Alice Churnock and Trey Hill - Speakers to 5<sup>th</sup> and 6<sup>th</sup> grade students on managing stress and anxiety \$250.00

Crestline Elementary School (CES) - \$0

\*Please note CES did not submit a request for reimbursement

Mountain Brook Elementary (MBE) - \$500.00

\*Alice Churnock and Trey Hill - Speakers to 5<sup>th</sup> and 6<sup>th</sup> grade students on managing stress and anxiety \$250.00

\*MBE Counseling Department—\$250.00

-To reimburse a portion of the purchase of DVDs which address the physical and emotional dangers of drugs and alcohol in age-appropriate language

Total Expenses: \$12,591.19 (The overage of \$2,591.19 was covered by All In Mountain Brook membership dues)

(N047218 1)



2016-167

September 19, 2016

Mr. Mike Kaczorowski, P.E.  
 Birmingham Regional Planning Commission  
 Two 20<sup>th</sup> Street North, Suite 1200  
 Birmingham, AL 35203

Subject: Statement of Interest to Provide Professional Services for  
 Advance Planning Programming & Logical Engineering (APPLE)  
 Mountain Brook Sidewalk Study

Dear Mr. Kaczorowski:

Please accept this letter as indication of Sain Associates' interest in providing professional engineering and transportation planning services for the above-referenced project. Sain Associates has reviewed the project corridors and discussed the project with the City of Mountain Brook.

We have reviewed the connections/corridors described in your Notice of Need and are fully capable of completing the required tasks. Based upon our experience with similar projects, we anticipate that the following items will also be important to the planning process and final document:

- Topographical challenges and best options for addressing them
- Impacts to adjacent properties and mitigation options for reducing disturbance
- Maximizing connections to existing and planned facilities and improving community connectivity
- Division of the improvements into phases
- Prioritization of the phases of work, along with the most appropriate funding source for each phase
- Community outreach

Our staff has the expertise and availability to perform all project functions necessary to conduct a thorough advance planning study for the City of Mountain Brook. We have demonstrated our capabilities in this type of sidewalk planning through our work on the Cahaba Liberty Trail planning study for the City of Vestavia Hills and the Pelham Trails and Greenways Study for the City of Pelham. Our firm has done several projects recently for Mountain Brook, including sidewalk design & construction inspection, so our staff are familiar with the challenges of designing, constructing, and retrofitting sidewalks with the terrain in Mountain Brook.

I would appreciate your consideration of Sain Associates for this APPLE assignment and look forward to the possibility of working with the RPCGB and the City of Mountain Brook.

Sincerely,

Becky White, PTP  
 Vice President / Organization Development