

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 25, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 25th day of November, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Smyer Road Geo-Tech Report—David Marsh of ECS (Appendix 1). The engineer shall prepare a more in depth cost analysis of the options for the Council's consideration on December 9, 2019.
2. Two or four hour parking options for Westchester Road—Ted Cook and Sam Gaston (Appendix 2). It was the general consensus of the group that there was no simple solution to the problem and that the matter should be tabled until such time that School officials or affected residents offer a solution acceptable to all and addresses the concerns of the residents.
3. Fire Fighter Cancer benefit—Steven Boone (Resolution No. 2019-186 was added to the formal meeting agenda)
4. Contract with Goodwyn, Mills and Cawood for recreational improvements in the City—Billy Pritchard (Motion No. 2019-188 was added to the formal meeting agenda)
5. Contract with AO Studio for Church Street Improvement Illustrative Renderings and Presentation Graphics—Sim Johnson of the Board of Landscape Design (Motion No. 2019-187 was added to the formal meeting agenda)
6. Resolution No. 2019-184 (60-month mailing system lease) was added to the formal meeting agenda
7. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a real estate matter. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

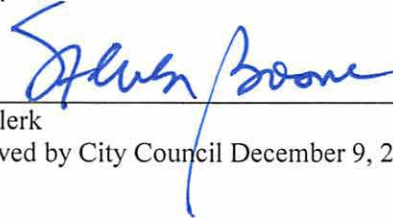
Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion passed by a vote of 5—0 and then requested that the audience members be excused and announced that the City Council shall convene in the Council Chamber at 7 p.m. upon conclusion of the executive session. Council President Smith then adjourned the pre-meeting at approximately 6:40 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 25, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.



City Clerk

Approved by City Council December 9, 2019

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 - Boring Profile Section A, B, & C
 - Photograph
- APPENDIX B – Testing and Lab Information**
- Reference Notes for Boring LOG
 - Boring Logs B-1 through B-3.3
 - Boring Profile Sections A, B, & C
 - Laboratory Test Results Summary



Figure 2.3.1 – Typical View of Pavement Rutting and Tearing



Figure 2.3.2 – Typical View of Pavement Rutting and Tearing, Area of Prior Crack Seal is Visible

November 21, 2019

Mr. Bruce Vaughn
City of Mountain Brook
Department of Public Works
Mountain Brook, AL 35213

Reference: Report of Subsurface Exploration and Geotechnical Engineering Services
Mountain Brook, Jefferson County, Alabama 10236

Dear Mr. Vaughn:

As indicated by the description of our Proposal No. 30-1256-P, dated September 27, 2018, ECS Southeast, LLP (ECS) completed a geotechnical evaluation at the above referenced property. The enclosed report describes the explorations procedures, subsurface conditions, laboratory testing, and recommendations for additional evaluation, and the results of the subsurface exploration presented in soil boring logs and laboratory test data.

This letter provides you with the information contained in this report, or if we can be of further assistance to you, please contact us.

Very truly yours,
ECS Southeast, LLP

Henry Powell, P.E.
Senior Geotechnical Project Manager
hpowell@ecsllp.com

David C. Smith, P.E.
Principal Engineer / Research Manager
dsmith@ecsllp.com

2.0 PROJECT INFORMATION

2.1 PROJECT LOCATION

The subject site is located along the northern portion of Smyer Road in Mountain Brook, Alabama, just west of US Highway 280 and east of the intersection of Smyer Road and Brookwood Place. The area of the evaluation is approximately 125 feet east of the city limits, and is bounded to the north by the road slopes moderately downward from Brookwood Place at the southeast end, and becomes single family residential where it dead ends at the northeast end. The road is bounded to the north and south by steep, rocky wooded slopes. These slopes are typically on the order of steeper than 1:1 V horizontal to 1:1 V vertical.

2.2 PAST SITE HISTORY/USES

We understand from conversations with City of Mountain Brook personnel and the ECS Regional Public Works Director that the area of the evaluation was previously used as a parking lot. The City has undertaken various repair projects over time at the roadway, but has not undertaken any parking lot and distress. Most recently, areas of the roadway had crack seal applied and various seal patches applied. On the order of 20 years ago, a complete repair through reconstruction of the roadway was performed. The area of the evaluation was not included in this reconstruction project. The area has been performing well over the 10 year life span, but ECS has no direct knowledge of these and was not provided records of these repairs.

2.3 CURRENT SITE CONDITIONS

As noted previously, the area of evaluation lies parallel to a steep slope downward from north to south. Generally, the roadway appears to be constructed in a V-shape condition where the upper portion of the roadway is constructed on a fill and the lower (horizontal) portion is constructed in fill. Pavement testing and testing along the portion of Smyer Road was noted, particularly in the westbound lane of the roadway. Typical types of pavement conditions are provided in figures 2.3.1 and 2.3.2. This is further discussed in Section 3.3 and Section 5.3.

APPENDIX 1




ECS SOUTHEAST, LLP
Geotechnical Engineering Report

Smyer Road Evaluation
Smyer Road
Mountain Brook, Jefferson County, Alabama

ECS Project Number: 30-1256-P
November 21, 2019



1.0 INTRODUCTION

1.1 GENERAL

The purpose of this study was to provide geotechnical information and pavement repair recommendations for the roadway pavement failure occurring for a portion of Smyer Road within the Mountain Brook, Alabama area. The study was conducted to provide the City with the information needed to make informed decisions regarding the repair approach. The report discusses our exploratory and testing procedures, presents our findings and evaluations and includes the following:

- A brief review and description of our field and laboratory test procedures and the results of testing conducted;
 - A description of subsurface conditions and the conditions;
 - A review of area and site geologic conditions;
 - Thirteen (13) PPT soil borings for the current exploration;
 - A review of subsurface and stratigraphy with pertinent available physical properties;
 - Recommendations for pavement repair or additional evaluation.
- The recommendations contained herein were developed from the data obtained in the soil test borings, which indicate subsurface conditions at these specific locations at the time of exploration. Soil conditions may vary from those reported herein. The City should consult with the Geotechnical Engineer should be informed so that the conditions can be addressed.

1.2 AUTHORIZATION

Our services were provided in accordance with our Proposal No. 30-1256-P, dated September 27, 2018, and approved by the City of Mountain Brook including the Terms and Conditions of Service outlined with our Proposal.

Option 2 – Limited Depth Replacement. An intermediate option for repair that will provide some depth undercut of the stone backfill at the site and replacement with expanded polystyrene (EPS) block fill. EPS is used extensively worldwide in applications where the typical heavy weight of soil or stone backfill will cause failure or undesirable settlement of a structure and regions that fit with a lightweight alternative that can support roadways. A significant example of such is the interstate system in the area of Salt Lake City, Utah.

EPS stone weighs on the order of 110 pounds per cubic foot (pcf) and we can weigh 130 pcf or more. EPS backfill for a light-duty roadway application would typically around 2 pcf in fact. The application of the EPS would, therefore, significantly reduce the load of the roadway fill over the slope.

We anticipate that the depth of replacement of the existing stone backfill with EPS may be on the order of 5 to 8 feet but it could be deeper. Evaluation of this option will require additional information to determine the depth of replacement and the extent of the replacement. In order to perform the analysis, we also request topographical survey information of regular cross-sections along the roadway.

An important component of this repair approach would be the installation of a drainage system within the EPS backfill. Hydraulic pressure within the substrate is a likely driving force behind the slope movement, so installation of relief of the force is important. It should also be anticipated that this approach would require the full depth replacement of the existing pavement sections at the site after the EPS backfill has been installed. Typically, a 1-foot of soil and stone backfill will be required as a cushion between the EPS and the newly replaced roadway.

Option 3 – Slope Repair. This option would require the installation of dead-end rockery and tiebacks similar to the approach from about 10 years ago or would require the installation of tieback sections to actively tie the slope back to the bedrock at the site. This approach would require a specialty contractor to drill from the slope into regularly spaced anchors into the bedrock. The geotechnical contractor to drill from the slope into regularly spaced anchors into the bedrock. The contractor to tie back to the slope face. This approach would be performed on a design-build basis by the specialty contractor and should be reviewed and observed by ECS.

Local reference examples include the Patton Creek Shopping Center in Hoover and the Pinnacle Shopping Center in Trussville.



Figure 5.1.1 – Example View of EPS Backfill Behind Gravity Retaining Wall (From Author's Personal Photos)

5.3 ADDITIONAL EVALUATION CONSIDERATIONS

Additional engineering observation and evaluation may be performed to further evaluate the slope to be discussed with you at a later time. Additional evaluation methods may include the following and can be discussed with you at a later time.

- **Topographic survey** – As noted in Section 5.2, topographic survey is important for Global Positioning System (GPS) surveys. Additionally, topographic surveys performed at regular intervals in the area of the retaining wall structure and the soil may provide information regarding potential slope movement.
- **Installation and monitoring using inclinometer** – The inclinometer is a tool used for the measurement of slope movement. Inclinometers are installed into the bedrock at the site and a measurement of slope movement. Inclinometers are installed into the bedrock at the site and a measurement of slope movement. Inclinometers are installed into the bedrock at the site and a measurement of slope movement. Inclinometers are installed into the bedrock at the site and a measurement of slope movement.
- **Installation of groundwater monitoring well locations** – Regular measurements of groundwater levels, particularly during or following rain events may help provide additional information regarding the slope movement mechanism.

We will be pleased to discuss these or other potential evaluation options with you and to consult with you during design and repair of the roadway.

6.6 CLOSING

This report has been prepared for the exclusive use of the City of Mountain Brook. ECS has prepared this report of findings, evaluations, and recommendations to guide geotechnical-related design and construction aspects of the project.

The description of the project is based on information provided to ECS. If any of this information is incorrect, incomplete, or otherwise misleading, ECS shall not be responsible for the consequences of any changes and provide additional or alternate recommendations as may be required to reflect the proposed construction.

We recommend that ECS be allowed to review the project's plans and specifications pertaining to our work so that we may ascertain consistency of their plans/specifications with the intent of the geotechnical report.

Field observation, monitoring, and quality assurance testing during earthwork and foundation installation are an extension of and integral to the geotechnical design recommendations. We recommend that ECS be allowed to observe and monitor the construction of the project to ensure that our involvement throughout these critical phases of construction to provide general consultation as an issue arise. ECS is not responsible for the conclusions, opinions, or recommendations of others based on the data in this report.

The scope of this investigation was limited to the evaluation of the load-carrying capabilities and load stability of the soil and bedrock. Oil, hazardous waste, radioactive, inert, pollutants, mines or other subsurface conditions were not investigated. The presence of any such conditions or their presence and/or absence are not implied, inferred or suggested by this report or result of this study.



Figure 5.1.1 – Example View of EPS Backfill Behind Gravity Retaining Wall (From Author's Personal Photos)

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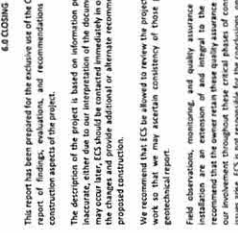


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SMYER ROAD, MOUNTAIN BROOK, ALABAMA
CITY OF MOUNTAIN BROOK, ALABAMA

Site Location Diagram

Scale: 1" = 100' (0, 100, 200 Feet)

Project No. 19-001
Drawing No. 19-001-01
Date: 11/15/19
Author: JCS
Checker: JCS

SMYER ROAD, MOUNTAIN BROOK, ALABAMA
CITY OF MOUNTAIN BROOK, ALABAMA

Boring Location Diagram

Scale: 1" = 100' (0, 100, 200 Feet)

Project No. 19-001
Drawing No. 19-001-02
Date: 11/15/19
Author: JCS
Checker: JCS

APPENDIX A – Drawings & Photo Log
Site Location Diagram
Boring Location Diagram
Pavement Failure Area Details
Photo Log



Photograph 1: Beginning of Road Section at Vestal/Mountain Brook Line




Photograph 2: Area 1: General Condition of Road Surface


SITE PHOTOGRAPHS
NOVEMBER 25, 2019

ECS

SMYER ROAD EVALUATION
MOUNTAIN BROOK, ALABAMA
ECS PROJECT NO. 30-1857



Photograph 7: Area 3: Rutting Depth of 1.5"



Photograph 8: Area 4: General Condition of Road Surface (Worst Area of Rutting Failure)

SITE PHOTOGRAPHS
NOVEMBER 25, 2019

ECS

SMYER ROAD EVALUATION
MOUNTAIN BROOK, ALABAMA
ECS PROJECT NO. 30-1857

ECS SOUTH EAST, LLP
Geotechnical • Construction Management • Environmental • Facilities

Area Name	Area Size Length x Width (ft)	Approximate Rutting Depth (in)	Approximate Road Station (Start to End)
Area 1	55' x 22'	1.5"	1+35 - 1+80
Area 2	140' x 6'	1.5"	1+90 - 3+30
Area 3	50' x 8'	1.5"	3+30 - 3+80
Area 4	50' x 4.5'	3.5" - 4"	3+92 - 4+42
Area 5	45' x 4.5'	0.75"	4+82 - 5+27

Note: Road Station 0+00 begins at the Mount City Branch/Intersect of City Line at the center (West) end of the area of Smyer Road evaluated. Stationing ends at the lower (East) end of the evaluated area.

111.66, Shreveport, LA 70302, 504.833.1111 • 111.66, Houston, TX 77057, 281.486.5200 • 111.66, Dallas, TX 75201, 972.416.1111 • 111.66, Atlanta, GA 30328, 404.875.1111 • 111.66, Charlotte, NC 28202, 704.366.1111 • 111.66, Denver, CO 80202, 303.733.1111 • 111.66, Fort Worth, TX 76102, 817.333.1111 • 111.66, Miami, FL 33136, 305.555.1111 • 111.66, New York, NY 10001, 212.697.1111 • 111.66, Phoenix, AZ 85001, 602.444.1111 • 111.66, San Antonio, TX 78201, 214.444.1111 • 111.66, San Diego, CA 92101, 619.444.1111 • 111.66, Seattle, WA 98101, 206.444.1111 • 111.66, Tampa, FL 33601, 813.444.1111 • 111.66, Washington, DC 20001, 202.444.1111 • 111.66, Wichita, KS 67201, 316.444.1111



Photograph 5: Area 2: Rutting Depth of 1.5"

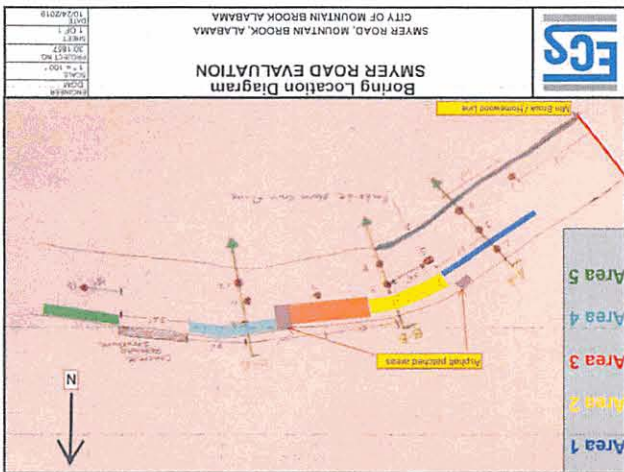


Photograph 6: Area 3: General Condition of Road Surface

SITE PHOTOGRAPHS
NOVEMBER 25, 2019

ECS

SMYER ROAD EVALUATION
MOUNTAIN BROOK, ALABAMA
ECS PROJECT NO. 30-1857




Photograph 3: Area 1: Rutting Depth of 1.5"



Photograph 4: Area 2: General Condition of Road Surface

SITE PHOTOGRAPHS
NOVEMBER 25, 2019

ECS

SMYER ROAD EVALUATION
MOUNTAIN BROOK, ALABAMA
ECS PROJECT NO. 30-1857

REFERENCE NOTES FOR BORING LOGS



Table with 4 columns: MATERIALS, APPENDIX 1, PARTICLE SIZE DETERMINATION, and SOIL TESTS. Lists various soil types and their corresponding test methods.

Construction and materials per ASTM D 2922 (Standard Penetration Test) and ASTM D 1586 (Vibratory Cone Penetration Test). Includes notes on test procedures and data recording.

APPENDIX B - Boring and Lab Information

Reference Notes for Boring Log
Boring Logs B-1 through B-13
Laboratory Test Results Summary

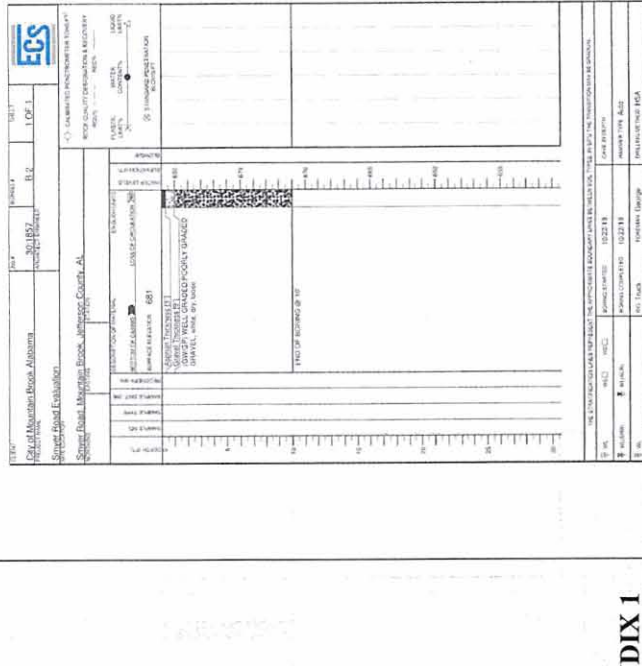
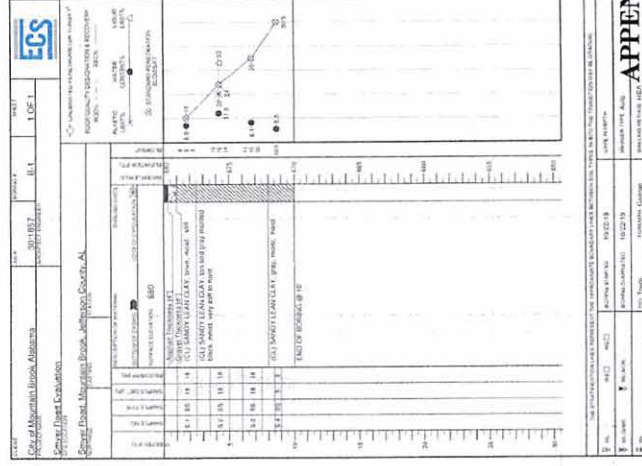


Photograph 9, Area 4: Ruling Depth of 3.75'
Photograph 10, Area 5: Ruling Depth of 0.75' (Surface Road Condition same as Area 1)

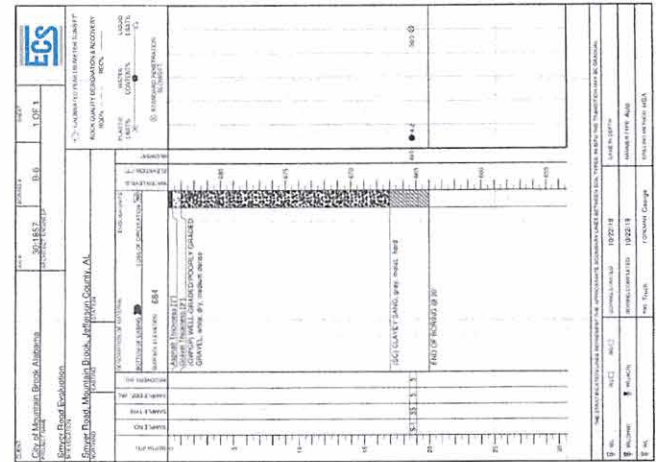
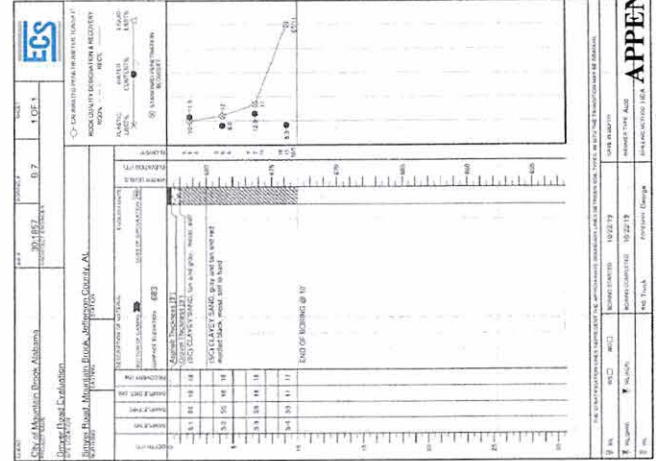
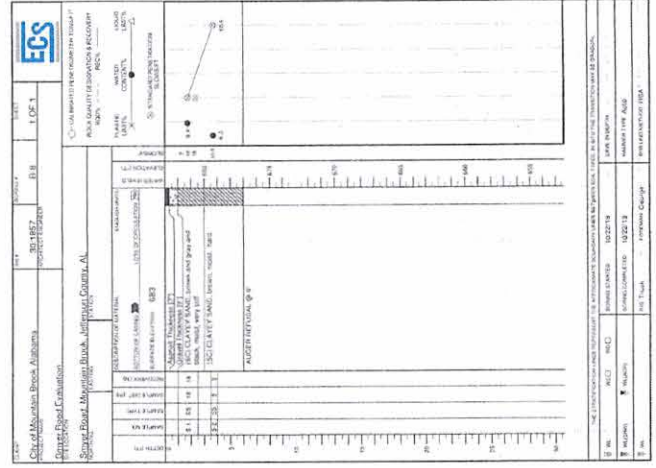
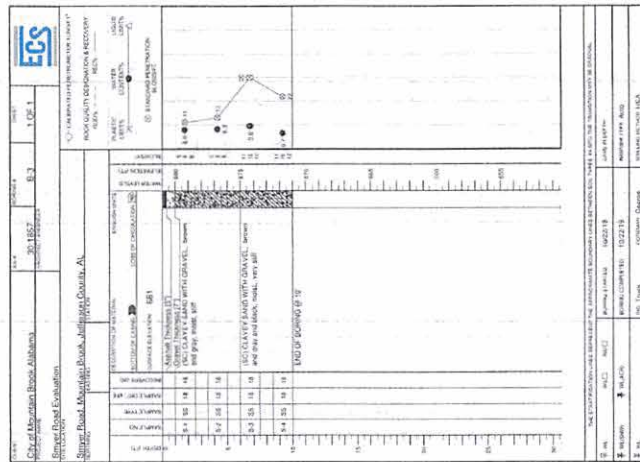
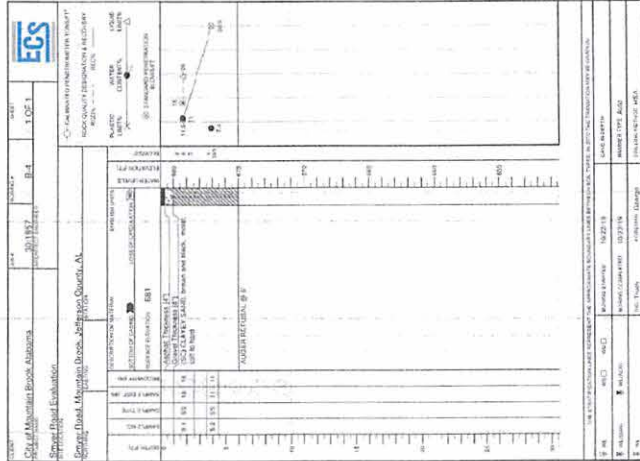
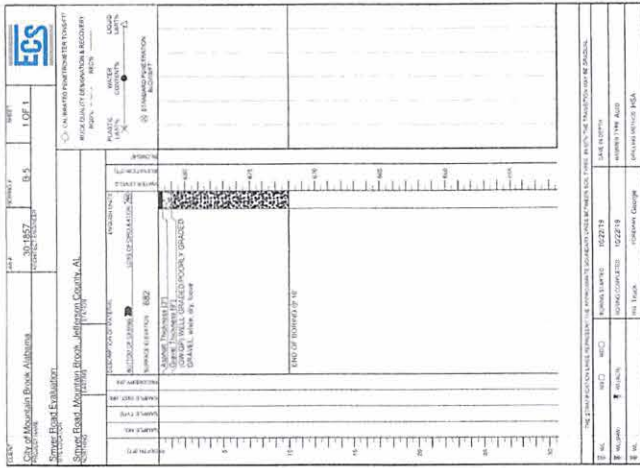


SURVEYING AND
NOVEMBER 20, 2018
MOUNTAIN BROOK, ALABAMA
ECS PROJECT NO. 3051857

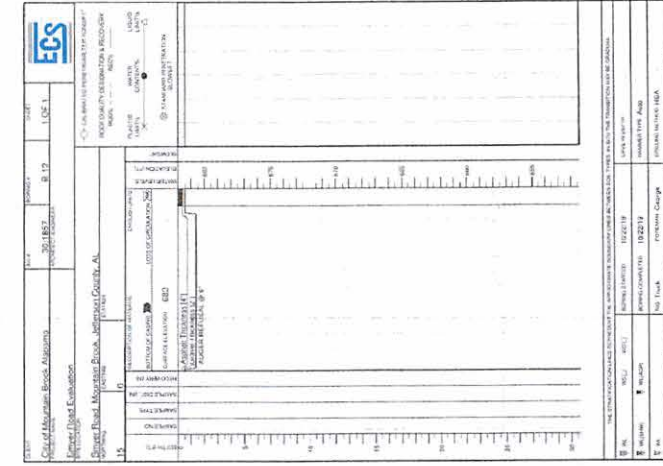
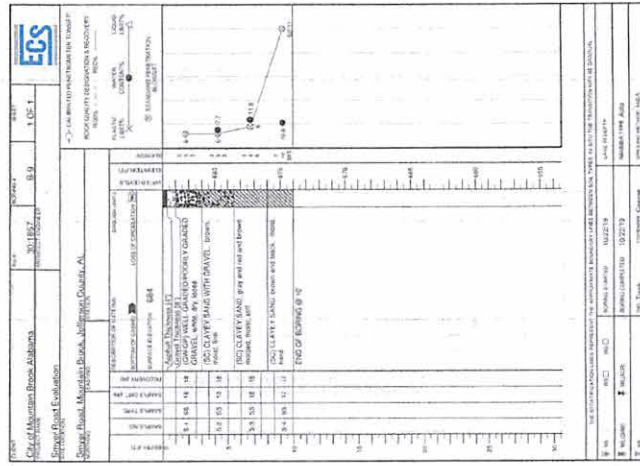
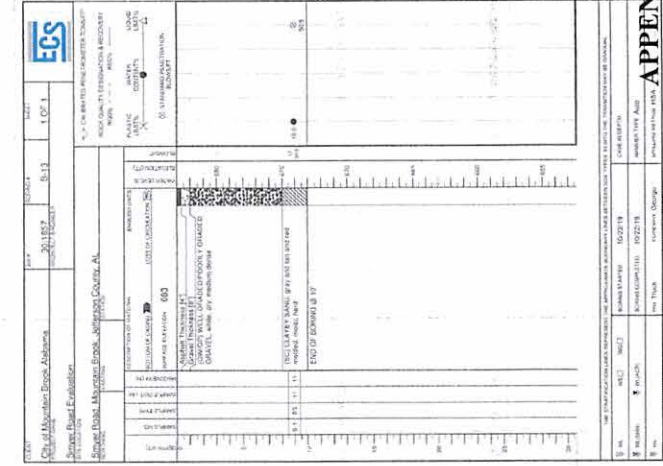
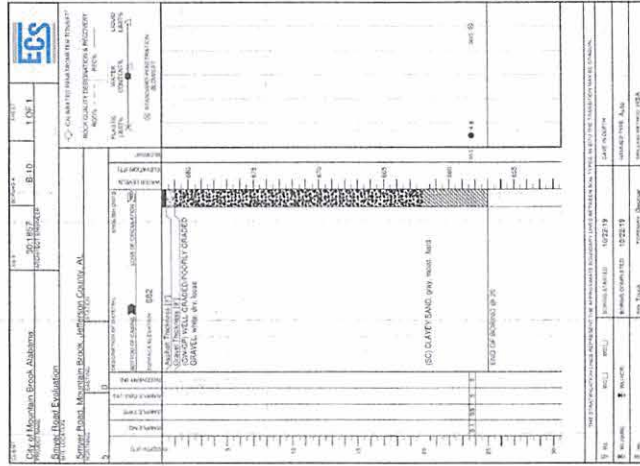
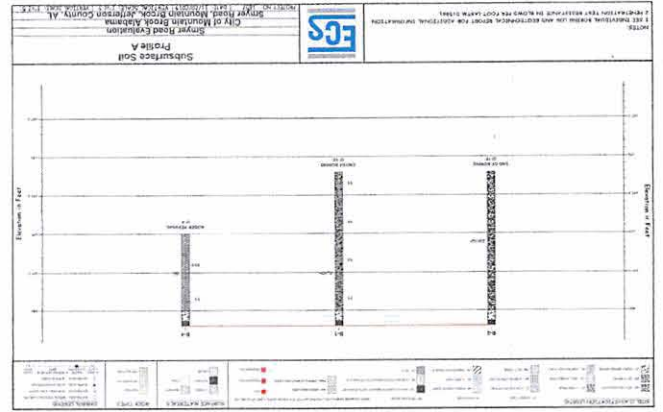
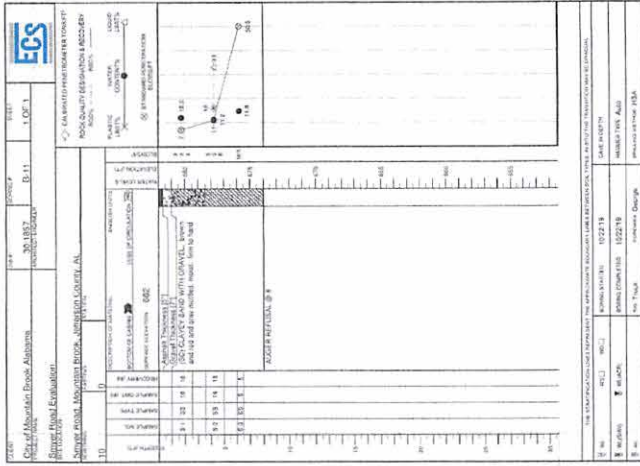
UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487). Includes a flowchart for soil classification, a plasticity chart, and a liquid limit chart. The flowchart starts with 'Moisture Content' and 'Liquid Limit' to determine soil type (e.g., CL, CH, GC, GM, etc.).



APPENDIX 1



APPENDIX 1

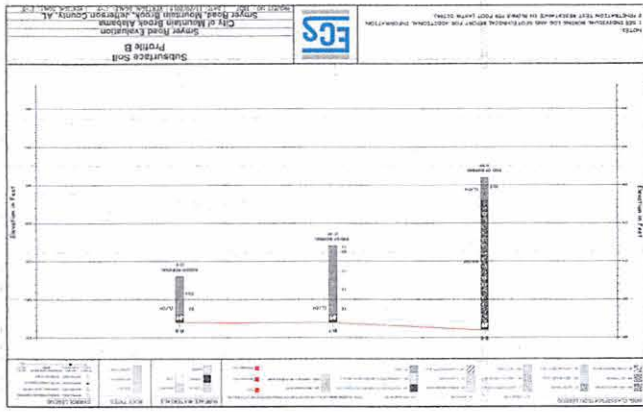
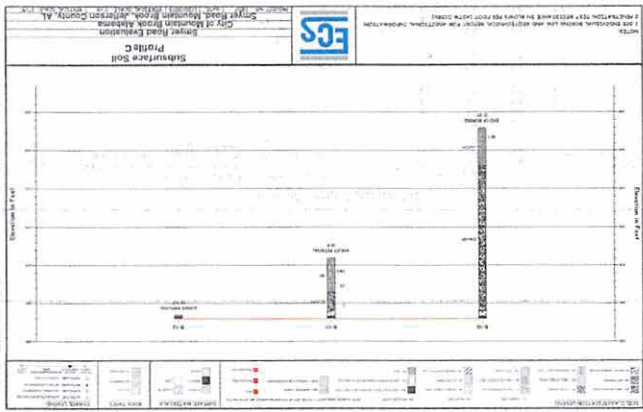


APPENDIX 1

Project No. 20191125
 Project Name: Single Road Evaluation
 Date of Issue: October 31, 2019
 Project Engineer: EGS

Notes: 1. ALL DATA IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND FIELD TESTS AS DESCRIBED IN THE REPORT. THE ENGINEER HAS NOT CONDUCTED LABORATORY TESTING OR OTHER INVESTIGATIONS AS DESCRIBED IN THE REPORT. THE ENGINEER HAS NOT CONDUCTED VISUAL INSPECTIONS OR FIELD TESTS AS DESCRIBED IN THE REPORT. THE ENGINEER HAS NOT CONDUCTED VISUAL INSPECTIONS OR FIELD TESTS AS DESCRIBED IN THE REPORT.

Source	Sample Number	Start Depth (feet)	End Depth (feet)	Sample Depth (feet)	MCI (%)	Moisture (%)	Density (pcf)	PL (%)	PI (%)	Percent Passing No. 200 Sieve (pcf)	Moisture Content (%)	Optimum Moisture (%)	CBR Value	Other
B-1	S-1	1.0	2.5	1.5	6.0	15.5	119	3.1	20	13	51.2			
	S-2	2.5	5.0	3.5	6.0	15.5	119	3.1	20	13	51.2			
B-4	S-3	6.0	7.5	6.75	6.0	15.5	119	3.1	20	13	51.2			
	S-4	7.5	9.0	8.25	6.0	15.5	119	3.1	20	13	51.2			
B-11	S-5	9.0	10.5	9.75	6.0	15.5	119	3.1	20	13	51.2			
	S-6	10.5	12.0	11.25	6.0	15.5	119	3.1	20	13	51.2			
S-7	S-7	12.0	13.5	12.75	6.0	15.5	119	3.1	20	13	51.2			
	S-8	13.5	15.0	14.25	6.0	15.5	119	3.1	20	13	51.2			



Geotechnical-Engineering Report

Important Information about This Report

While you cannot eliminate all such risks, you can manage them. The following information is provided to help you:

- This Report's Recommendations Are Confirmation-Dependent**
- This Report Could Be Misinterpreted**
- Geotechnical Concerns Are Not Covered**
- Read This Report in Full**
- Most of the "Findings" Related in This Report Are About Change**

EGS
 ENGINEERING & GEOTECHNICAL SERVICES, LLC
 10000 West 10th Avenue, Suite 1000, Denver, CO 80202
 Phone: 303.733.1100
 Fax: 303.733.1101
 Website: www.egs-engineering.com

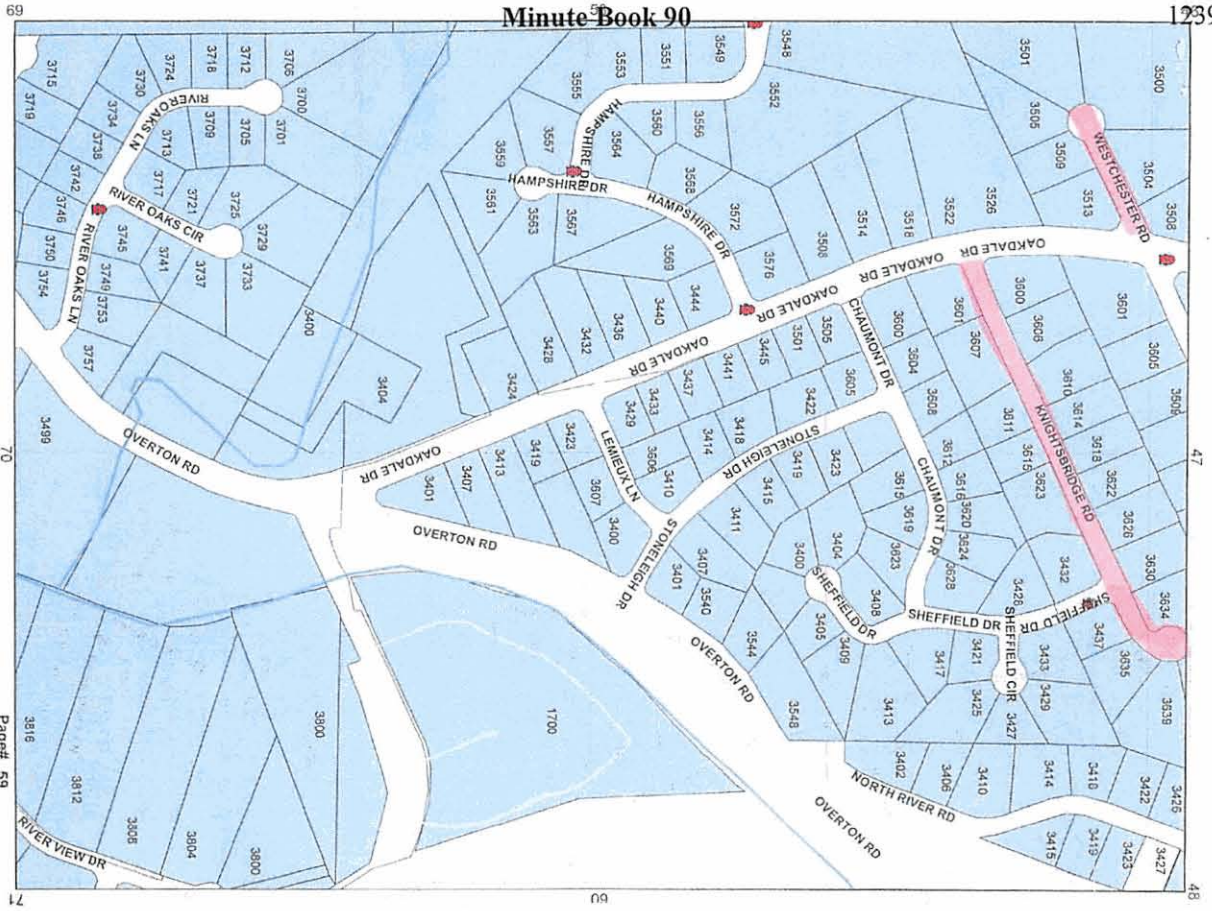
Geotechnical-Engineering Report

Important Information about This Report

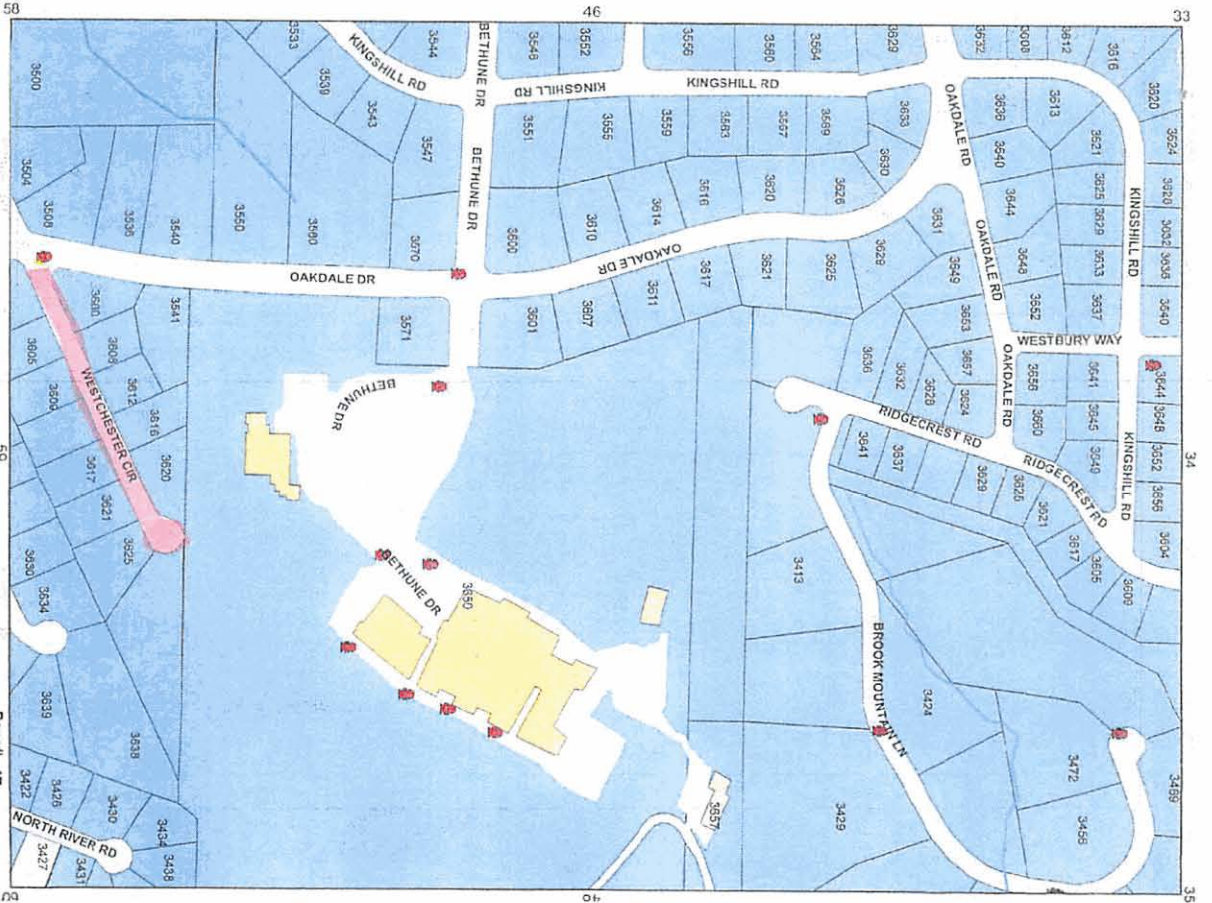
While you cannot eliminate all such risks, you can manage them. The following information is provided to help you:

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- This Report Could Be Misinterpreted**
- Geotechnical Concerns Are Not Covered**
- Read This Report in Full**
- Most of the "Findings" Related in This Report Are About Change**

EGS
 ENGINEERING & GEOTECHNICAL SERVICES, LLC
 10000 West 10th Avenue, Suite 1000, Denver, CO 80202
 Phone: 303.733.1100
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 Website: www.egs-engineering.com



APPENDIX 2



**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 25, 2019**

The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 25th day of November, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

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

1. RECOGNITION OF GUESTS

Council President Smith recognized two Boy Scouts from Troop 53 in attendance for the Communications merit badge.

2. PRESENTATION

Mayor Welch presented Mr. Ricky Bromberg with a proclamation (No. 2019-185) and a ceremonial key to the City in recognition of the 60th anniversary of Bromberg's in the City of Mountain Brook.

3. CONSENT AGENDA

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

Approval of the minutes of the November 12, 2019, regular meeting of the City Council

2019-176	Reappoint Rosalie ("Ro") Gambrell Holman to the Board of Landscape Design of the City of Mountain Brook, serve without compensation, with the term of office to end November 25, 2022	Exhibit 1
2019-177	Reappoint Elizabeth Poynor to the Board of Landscape Design of the City of Mountain Brook, serve without compensation, with the term of office to end November 25, 2022	Exhibit 2
2019-178	Reappoint Charles E. Carper, IV to the Park and Recreation Board to serve without compensation through November 25, 2024	Exhibit 3

2019-179	Authorize the City's participation in the State of Alabama's "Severe Weather Preparedness Sales Tax Holiday" (February 21-23, 2020)	Exhibit 4
2019-180	Authorize the execution of an agreement between the City and Mountain Brook Board of Education regarding Student Resource Officers (SRO) program	Exhibit 5, Appendix 1
2019-181	Authorize the sale by way of public Internet auction of a vehicle (2005 Toyota Camry) confiscated by the Police Department	Exhibit 6, Appendix 2
2019-182	Authorize the establishment of a custodial/investment account with BB&T	Exhibit 7, Appendix 3
2019-183 Mayor Appointment	Appoint Frank Lassiter to the Planning Commission to serve without compensation through May 15, 2025	Exhibit 8
2019-184	Authorize the execution of an agreement between the City and Great America Financial Services with respect to a 60 month lease of a FP Post base Pro DS Postage/Mailing System	Exhibit 9, Appendix 4
2019-185 Proclamation	Recognize Bromberg's upon their 60 th anniversary	Exhibit 10
2019-186	Regarding HB 360, authorize the purchase of cancer policy and the City's self-insuring of cancer-related long-term disability coverage for sworn firefighters	Exhibit 11, Appendix 5
2019-187 Motion	Authorize an agreement with AO Studios, LLC for its preparation of a Church Street Improvement Illustrative Rendering and Presentation Graphics recommended by the Board of Landscape Design	Exhibit 12, Appendix 6
2019-188 Motion	Authorize a professional services agreement with Goodwyn, Mills and Cawood, Inc., with respect to its design of certain athletic facility improvements	Exhibit 13, Appendix 7

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black (with the exception of Motion No. 2019-188)
Lloyd C. Shelton
Alice B. Womack

Nays: None

Abstained: Philip E. Black (with respect to Motion No. 2019-188 only)

Council President Smith thereupon declared that said minutes, proclamation (No. 2019-186) and resolutions (Nos. 2019-176 through 2019-182 and 2019-184), motion (No. 2019-187) and the Mayoral appointment (No. 2019-183) were adopted by a vote of 5—0 and that Motion No. 2019-188 was adopted by a vote of 4—0 that and as evidence thereof she signed the same.

4. ANNOUNCEMENTS


The next regular meeting of the City Council will be December 9, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on November 25, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



City Clerk
Approved by City Council December 9, 2019

EXHIBIT 1

RESOLUTION NO. 2019-176

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rosalie (“Ro”) Gambrell Holman is hereby reappointed as a member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end November 25, 2022.

EXHIBIT 2

RESOLUTION NO. 2019-177

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Elizabeth Poynor is hereby reappointed as a member of the Board of Landscape Design of the City of Mountain Brook, to serve without compensation, with the term of office to end November 25, 2022.

EXHIBIT 3

RESOLUTION NO. 2019-178

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Charles E. Carper, IV, is hereby reappointed to the Park and Recreation Board, to serve without compensation, with the term of office to end November 25, 2024.

EXHIBIT 4**RESOLUTION NO. 2019-179**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that pursuant to Act No. 2012-256, beginning at 1) 12:01 a.m. on Friday February 21, 2020, and ending at twelve midnight on the following Sunday (February 23, 2020), and 2) the last full weekend of February in subsequent years the City of Mountain Brook will exempt certain “covered items” as defined Act 2012-256. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “Sales Tax Holiday For Severe Weather Preparedness Rule”.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Laura Reese (laura.reese@revenue.alabama.gov), Room 4138, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e) on or before January 21, 2020.

EXHIBIT 5**RESOLUTION NO. 2019-180**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City, an amendment between the City and Mountain Brook Board of Education, in the form as attached hereto as Exhibit A, regarding the Student Resource Officer program.

APPENDIX 1

EXHIBIT 6**RESOLUTION NO. 2019-181****A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

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

Description

2005 Toyota Camry VIN 4TB1BE32K75U976802

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction.

APPENDIX 2

EXHIBIT 7
RESOLUTION NO. 2019-182

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the establishment of an institutional custodial banking/investment account(s) with BB&T and the execution by either the Mayor, City Manager, and/or Assistant City Manager/Finance Director of such documents that may be determined necessary with respect thereto; and

BE IT FUTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Assistant City Manager/Finance Director to execute, for and on behalf of the City, the following:

1. Investment Management/Custody Fee Agreement
2. Wire Transfer Procedures Acknowledgement
3. Individual(s) to Sign Documents on Behalf of the City with Regard to the General Fund, Capital and Debt Service Accounts

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the following individuals are authorized individually to sign on behalf of the City of Mountain Brook, Alabama and to make decisions regarding deposits to and/or withdrawals from the BB&T Investment Accounts.

Sam Gaston City Manager

Steven Boone Assistant City Manager/Finance Director

APPENDIX 3

EXHIBIT 8
MAYORAL APPOINTMENT 2019-183

Mayor Welch announced that he has appointed Frank Lassiter to serve on the Planning Commission, to serve without compensation through May 15, 2025.

EXHIBIT 9
RESOLUTION NO. 2019-184

BE IT RESOLVED by the City Council of the City of Mountain Brook that the Mayor, City Manager or the Finance Director of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement between the City and Great America Financial Services, in the form as attached hereto as Exhibit A, with respect to the City's (60-month) lease of a FP Post Base Pro DS Postage/Mailing System.

APPENDIX 4

EXHIBIT 10

**PROCLAMATION NO. 2019-185
IN RECOGNITION OF THE 60TH ANNIVERSARY OF
BROMBERG & COMPANY, INC. IN MOUNTAIN BROOK**

WHEREAS, Bromberg's Mountain Brook's Grand Opening was held on November 20, 1959, and was the first branch location of a downtown Birmingham retailer to open over the mountain. The store site was the last undeveloped parcel of land on the circle in Mountain Brook Village, and before being built, required the personal approval of Mountain Brook founding father, Robert Jemison, Jr.; and

WHEREAS, Bromberg's Mountain Brook building was designed by Sprott Long & Associates and built by Dunn Construction. The building received an award as the best architectural design for a commercial building in Jefferson County in the year it was built; and

WHEREAS, Bromberg's was founded in Mobile in 1836 by Frederick W. Bromberg, thirty-five years before the City of Birmingham was established, and is the oldest business firm of any kind in the State of Alabama; and

WHEREAS, Bromberg's is the oldest family owned retailer of any kind in the United States and is one year older than Tiffany's which was established in 1837; and

WHEREAS, the company has been led by six generations of the Bromberg family, and the company's current President is Frederick W. (Ricky) Bromberg, great, great, great grandson of the company's founder, Frederick W. Bromberg; and

WHEREAS, Bromberg's gift to the residents of and visitors to Mountain Brook each year is the beloved Bromberg's Christmas Tree considered by many to be the centerpiece of the City's holiday decorations. The tree is decorated with a combination of approximately 30,000 white and colored lights and takes a work crew up to three days to fully install.

NOW, THEREFORE, I, Stewart H. Welch III, as Mayor issue this proclamation as recognition of the long bond between the City of Mountain Brook and Bromberg's Mountain Brook and hereby congratulate the store upon the occasion of its 60th Anniversary.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 9th day of December of the year of our Lord 2019 and of the Independence of the United States of America, the 243rd.

Stewart H. Welch III, Mayor

EXHIBIT 11**RESOLUTION NO. 2019-186**

WHEREAS, the Alabama Legislature passed into law HB360, Supplemental [Cancer] Insurance for Firefighters, during the 2019 regular session; and

WHEREAS, HB360 requires Alabama cities to provide supplemental cancer coverage and long-term disability (resulting from cancer) coverage for firefighters; and

WHEREAS, the City currently provides group long-term disability coverage to all employees which, in many respects, exceeds the mandated long-term disability (resulting from cancer) coverage required by HB360; and

WHEREAS, the City has determined that the primary coverage gaps between the City's group long-term disability policy and the disability benefit required by HB360 include:

1. For firefighters earning less than \$60,000 annually (grade 17, steps 1-8 without a qualifying degree or paramedic certification) the difference between \$3,000/month (HB360 required minimum benefit) and 60% of the disabled firefighters salary⁽¹⁾, and
2. Possibly a 12-month period commencing after the group long-term disability 24-month "own-occupation" benefit period and HB360 36-month required minimum benefit period assuming a disabled firefighter is determined by the City's group long-term disability carrier to no longer be disabled for any occupation ; now, therefore

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to acquire the mandated supplemental cancer coverage through the First Responders Benefits Program, such coverage to be effective for eligible firefighters on January 1, 2020; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council elects to self-insure for gaps in coverage between the group long-term disability policy and the long-term disability (resulting from cancer) coverage required for firefighters.

APPENDIX 5

EXHIBIT 12

MOTION NO. 2019-187

Council member Shelton made a motion that the City Council authorize the execution of an agreement between the City and AO Studios for its preparation of a Church Street Improvement Illustrative Rendering and Presentation Graphics, in the form as attached hereto as Exhibit A. The motion was seconded by Council President Pro Tempore Pritchard.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion (No. 2019-187) is adopted by a vote of 5-0.

APPENDIX 6

EXHIBIT 13

MOTION NO. 2019-188

Council member Shelton made a motion that the City Council authorize the execution of a professional services agreement between the City and Goodwyn, Mills and Cawood, Inc., in the form as attached hereto as Exhibit A, with respect to its design of certain athletic facility improvements. The motion was seconded by Council President Pro Tempore Pritchard.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

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

Nays: None

Abstained: Philip E. Black

Council President Smith thereupon declared that said motion (No. 2019-188) is adopted by a vote of 4-0.

APPENDIX 7

Agreement for Student Resource Officer Program
City of Mountain Brook, Alabama and City of Mountain Brook BOE

This Agreement for Student Resource Officer Program ("Agreement") is made and entered into effective as of October 1, 2019 (the Effective Date) by and between the City of Mountain Brook, Alabama ("City"), and the City of Mountain Brook Board of Education (the "Board"). The City and Board may be individually referenced herein as a "Party" or collectively as "Parties."

WHEREAS, the City and Board previously have maintained a School Resource Officer ("SRO") Program whereby law enforcement officers employed by the City have provided SRO services at Board schools pursuant to a Memorandum of Understanding (the "MOU");

WHEREAS, when this Agreement becomes effective, the MOU will terminate, but the Parties desire to continue the SRO Program pursuant to the terms, conditions and provisions herein; and

WHEREAS, when this Agreement becomes effective, it shall supersede and replace the MOU in its entirety.

NOW, THEREFORE, in consideration of the respective agreements, promises, representations and warranties of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the City and Board agree as follows:

1. Objectives. The Parties desire to operate the SRO Program pursuant to the terms, provisions and conditions herein, and anticipate that, through the cooperative efforts of their officials, City law enforcement officers, students, parents, courts, and the community, that Program will achieve the following objectives:

- (a) help provide a safe and secure environment in Board schools and the areas immediately surrounding them;
- (b) assist the Board maintain conditions at its schools that are conducive to learning;
- (c) reduce criminal activity by students;

(individually a "School" or collectively "Schools"). An SRO ordinarily will be assigned to perform their duties at the School to which they are regularly assigned, but periodically also may perform SRO duties at other Schools.

The City Police Department will use its reasonable efforts to assign a designated SRO to each of the above listed Schools on regularly scheduled work days for teachers and students. However, the Board acknowledges and agrees that the City is not committing hereunder to assign an SRO to each School on those days. Should one or more of the 6 designated SROs not be scheduled to work or be absent from work on days when regular classes are conducted due to sickness, holiday, vacation, or law enforcement training, then the designated SROs who are available to work on those days may be assigned to perform SRO duties and cover more than one School at those times.

Notwithstanding any provision herein, in the event of emergency circumstances that affects all or part of the community at large, City officials temporarily may alter the schedule or change the location at which an SRO regularly performs their duties to another location in the City in order to provide law enforcement services throughout the community.

(b) Regular Shifts. The SROs shall be assigned to perform SRO duties during regularly scheduled work days for teachers and student. The City Police Department is responsible for setting the regular, 8 hour shifts during which the assigned SROs will perform their services. Services will be performed during school day hours.

(c) Overtime Work. If the principal or assistant principal at a respective School requests that a designated SRO who has completed his/her regular shift at a School extend that shift to perform additional SRO services for the Board that relate to educational events, functions and matters, the additional time worked by that officer on those occasions will be treated and classified as "Overtime Work" pursuant to this Agreement.

(d) Regular Duties. The SROs shall have the following responsibilities during regular school periods:

- (i) If necessary, provide law enforcement services at the Schools, including, without limitation, conducting investigations, interviews and any searches related to criminal activity at a School. The law enforcement services provided by SROs shall be consistent with legal guidelines applicable to law enforcement officers and the Standard Operating Procedures of the City's Police Department;

(d) if any criminal activity occurs in or about a Board school, increase accountability and prevent that activity from developing into a pattern of delinquency;

(e) establish a positive working relationship between law enforcement officials and students that will assist in student development and may prevent juvenile delinquency; and

(f) promote positive attitudes regarding the role of law enforcement officers in society.

2. Term/Early Termination. This Agreement shall commence on the Effective Date (i.e., October 1, 2019) and thereafter continue in effect for the twelve month period ending September 30, 2020 (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for up to four (4), successive periods of 12 months each (a "Renewal Term") unless, at least one hundred eighty (180) days before the end of the Initial Term or the then current Renewal Term, either Party provides written notice to the other expressing their desire to terminate the Agreement. The Initial Term and any Renewal Term collectively may be referenced hereinafter as the "Term."

Notwithstanding the provision immediately above or elsewhere herein, either Party may terminate this Agreement with or without cause upon giving the other one hundred eighty (180) days advance written notice of termination.

3. Nature of Services. The primary purpose of this Agreement and SRO Program is for the City to furnish officers who will perform law enforcement and education services at schools in the Board's system. The following understandings apply to these services:

(a) Assignment of SROs. The City will select and assign up to six (6) law enforcement officers who will serve as SROs at the following schools:

- (i) Mountain Brook High School;
- (ii) Mountain Brook Junior High School;
- (iii) Mountain Brook Elementary School;
- (iv) Crestline Elementary School;
- (v) Brookwood Forest Elementary School; and
- (vi) Cherokee Bend Elementary School.

(ii) Consult with and assist the Board's Superintendent, Superintendent's designee, principal, or faculty and staff at their assigned School in developing plans and strategies to prevent and/or minimize the impact of dangerous situations that may occur on School grounds or at School sponsored events;

(iii) Periodically provide supervised classroom instruction to students and School staff on a variety of law-related, drug abuse/awareness, and crime prevention topics;

(iv) Communicate regularly with School officials regarding the safety, security, and well-being of students and School staff; and

(v) Comply with Board regulations and policies applicable to all Board employees.

(e) Employees of City. At all times pertinent to this Agreement, each SRO is and shall remain an employee of the City who is exclusively supervised by officials in the City Police Department. Nothing herein creates, or is intended to create, an employer-employee or principal-agent relationship between the Board and any SRO, or create any obligation of the Board to compensate or furnish employment benefits of any type to any SRO.

(f) SRO Training. The City represents that each designated SRO shall be certified by the National Association of School Resource Officers, properly trained and otherwise qualified to serve as an SRO.

(g) Evaluation. The City will annually evaluate the performance of each SRO. The Board may provide feedback to City's Agreement Representative related to those evaluations, but understands and agrees that the City, in its sole discretion, has the exclusive right to make staffing, disciplinary or other employment actions regarding an SRO (including, without limitation, removing them from the Program, reassigning them or selecting new SROs).

(h) Access to Student Records. The SROs periodically may require, and the Board agrees to grant, access to certain records with personally identifiable information about students that is covered by Family Educational Rights and Privacy Act (FERPA). The Board designates the SROs as "school officials" with legitimate educational interests with respect to educational record as noted in 3(h) and the safety and well-being of students, employees, and campus facilities.

(i) **Services Outside Scope of Agreement.** The following services that a City Police Officer (whether or not designated as an SRO) performs in connection with Board functions and activities fall outside the scope of this Agreement and the SRO Program:

- (i) Except for the Overtime Work by an SRO specifically requested by the school or district administration as an extension of their SRO duties as contemplated and discussed above in Section 3(c). Services performed for the Board after regular school hours or days for an athletic, extra-curricular or other Board-sponsored event at a School, the Board or other entity requesting and receiving the benefit of such off-duty service shall compensate the officer for that work based on understandings that have been or will be negotiated independent of this Agreement; and
- (ii) Any services performed in connection with a class retreat, athletic event or other Board function that does not occur at a School site. Requests for law enforcement services for any such event shall be approved in advance by the City and shall be subject to the Board fully reimbursing the City for all costs related thereto.

4. City's SRO Program Expense/Cost Sharing by Board.

During the Term the City will bear the expense of performing its responsibilities hereunder for the SRO Program, maintain records substantiating its annual costs of the Program, and make those records available to the Board on reasonable, advance request. The elements of the SRO Program include, but are not limited to, the expense of labor and benefits for up to six (6) SROs that the City will assign to the Program, uniforms, law enforcement equipment, costs of capital transfers for vehicle replacements, training expenses incurred by those City officers required for them to be certified for SRO. If an SRO performs Overtime Work for educational events, functions and matters (see Section 3(c) above), for accounting purposes the expense of that Work will not be treated as an element of the SRO Program.

Beginning on the Effective Date, the Board shall reimburse the City for 50% of the City's SRO Program Costs and for 100% of Overtime Work performed by SROs. Within ten (10) days following each calendar month during the Term, the City will submit invoices to the Board indicating the City's SRO Program Costs (and any Overtime Work) attributable to the preceding month, and the Board shall remit payment for those invoices within fifteen (15) days following receipt. Within sixty (60) days following each twelve month period of the Term (or other month immediately following termination of the Agreement), the Parties will confer to reconcile any variances in amounts billed by the City and actual amounts owed by the Board for the City's

(Signature Page Follows)

SRO Program Costs (or Overtime Work) during the preceding twelve month period (or other months preceding termination). If the Parties determine in that reconciliation process that the City under billed or the Board overpaid City's SRO Program Costs (or Overtime Work) for the period that is examined, the reconciled amount will be paid by the Party owing that amount to the other within ten (10) days after conclusion of such process.

5. Request by Board for Material Modification of Agreement. The Board acknowledges that the City has invested significant resources to employ and train additional law enforcement officers to meet its commitment herein to furnish six (6) designated SROs to perform SRO duties. If the Board Requests any additions or reductions to the SRO program, the School Board and the City will engage in planning conversations to cover the costs of the proposed changes.

6. Miscellaneous Provisions.

(a) **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties concerning the matters and subjects herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to be merged herein and of no effect unless expressed herein.


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

(c) **No Waiver.** Any forbearance or delay by either Party in enforcing any of their rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

(d) **No Assignment.** Neither Party may assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the other Party, which consent will not be unreasonably withheld.

(e) **No Third Party Beneficiaries.** This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

IN WITNESS WHEREOF, the undersigned, duly authorized officials of the Parties have executed this Agreement on behalf of their respective organization.

City of Mountain Brook, Alabama
By: 
Its: Mayor
Date: 11/25/2019

City of Mountain Brook Board of Education
By: Richard Barlow
Its: Superintendent
Date: _____

APPENDIX 1

2019-181



STATE OF ALABAMA,
Plaintiff,
V.
US CURRENCY \$2,834.00,
TOYOTA CARRY ONE (1) 2005,
MORROW BRIAN ALLEN,
Defendants.

Case No.: CV-2019-901724.00

ENSAORDER

This is a Contemnation action filed by the State of Alabama. It appears that notice to all parties was given advising them to make any claim they may have to the property sought to be condemned. No claims have been filed. Accordingly, upon motion by the State, default judgment is rendered against the Defendants.

Therefore, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:
1. The \$2,834.00 United States Currency, as identified by the State's Petition filed herein, is declared to be contraband, and it hereby **CONDEMNED** and **FORFEITED** to the State of Alabama, pursuant to the provisions of Ala. Code § 20-2-93, et seq. Pursuant to the provisions of Ala. Code § 20-2-93(c)(2) the Mountain Brook Police Department shall first remit court costs, in the amount of \$251.00 United States Currency, to the Jefferson County Circuit Clerk. At the request of the State, the remaining \$2,583.00 United States Currency is awarded, and shall be distributed as follows: Eighty percent (80%) to the Mountain Brook Police Department (\$2,066.40), and twenty percent (20%) to the Birmingham



01-CV-2019-901724.00
Judge: JOSEPH L. BOOHAKER

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA V. \$2,834.00 US CURRENCY ET AL.
01-CV-2019-901724.00

A court action was entered in the above case on 08/20/2019 3:25:06 PM

ORDER

Plaintiff

Disposition: GRANTED
Judge: JLB
Notice Date: 9/23/2019 3:25:06 PM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
718 N. RICHARD ARBONCTION BLVD.
BIRMINGHAM, AL 35201
205-325-5355
jasmith@alscourt.gov

ALABAMA JUDICIAL DATA CENTER
JEFFERSON COUNTY
COST BILL

STATE OF ALABAMA V. \$2,834.00 US CURRENCY ET AL.
MOUNTAIN BROOK POLICE DEPARTMENT ATTY. *** FRO EL ***
101 TERRY STREET
MOUNTAIN BROOK, AL 35113-0000

ORDERED	PAID	BALANCE
1. SMALL CLAIMS	0.00	0.00
2. JURY FEE	0.00	0.00
3. SERVICE FEES	0.00	0.00
4. WITNESS FEES	0.00	0.00
5. POST JUDGMENT	0.00	0.00
6. APPEAL COSTS	0.00	0.00
7. RECORDATION	0.00	0.00
8. PUBLIC LAW LIBRARY FEE	0.00	0.00
9. OTHER	0.00	0.00
10. TOTAL	0.00	0.00

APPENDIX 2

From: Charles Clark <charles@mountainbrook.org>
Date: Wed, Nov 13, 2019 at 6:30 AM
Subject: Surplus
To: Teri Cook <cook@mountainbrook.org>; Greg Haggood <haggood@mountainbrook.org>

I need the following vehicle declared surplus to be sold:
2005 Toyota Camry (VIN 4T1BE32K75J076002)
This vehicle was seized pursuant to the attached court order and the proceeds from its sale will need to be distributed according to the court order (basically, MBPD 80%, JCDA 10%, 20%).

Lt. Chuck Clark
Criminal Investigations Division Commander
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213
205.802.3850 (Office)
205.874.0648 (Fax)
clarkc@mountainbrook.org

Division of the Jefferson County District Attorney's Office (\$516.60).
2. The One (1) 2005 Toyota Camry (VIN 4T1BE32K75J076002), as identified by the State's Petition filed herein, is declared to be contraband, and is hereby **CONDEMNED** and **FORFEITED** to the State of Alabama, pursuant to the provisions of Ala. Code § 20-2-93, et seq. At the request of the State and vehicle is awarded to the Mountain Brook Police Department, for use at its discretion, including, use, sale or destruction of the item. If said vehicle is sold by the Mountain Brook Police Department upon the execution of this order or after period of retention for official use, the proceeds of said sale shall be distributed in accordance with the provisions of Ala. Code § 20-2-93(c)(2). Eighty percent (80%) of any such funds is awarded to the Mountain Brook Police Department and twenty-percent (20%) of any such funds is awarded to the Birmingham Division of the Jefferson County District Attorney's Office.

DONE this 23rd day of September, 2019.
/s/ JOSEPH L. BOOHAKER
PRESIDING JUDGE

2019-182

ALABAMA QUALIFIED PUBLIC EMPLOYERS (QPEs) as of September, 2015

Table listing Alabama Qualified Public Employers (QPEs) as of September 2015, including names like Louisville, Union Springs, and various banks.

Table listing banks voluntarily not participating in SAFE, including Alabama, AlaBank, and others.

clearwater implementation redefined

clearwater

clearwater implementation redefined

Request from City of Mountain Brook to Provide Secure Access to Clearwater Analytics

November 20, 2019

The purpose of this letter is to formally grant authorization allowing Morgan Stanley to provide Clearwater Analytics, LLC access to the following resources:

- 03471097, City of Mountain Brook
03471201, City of Mountain Brook

This access is essential as Clearwater Analytics provides Morgan Stanley with compliance monitoring on daily transactions, call flows, and tax lot holdings (a position based file is acceptable only in the event they are not available).

Please provide a signed consent for Morgan Stanley with whom Clearwater Analytics has communicated as a regular basis to address questions regarding transactions and holdings to City of Mountain Brook, via email.

If you require such information to be submitted in an alternate format, please respond to this email with the contact information for that individual or department.

In many instances, Clearwater Analytics will already have an existing connection with your system. Please contact us at clearwater@clearwateranalytics.com (Ryan Butler) to request additional information or support with new connection requests.

If you are aware of an existing connection, please provide MSID@clearwateranalytics.com (Ryan Butler) with Username, Technical Contact, Client ID, and Connection Type (PT, Webhook).

At the earliest opportunity, please respond to this email with an indication as to when we can expect that this request will be processed.

I thank you in advance for your cooperation in addressing this important request in a timely manner, as well as the future responsiveness of your organization to requests made by Clearwater Analytics.

Sincerely,



San Chen, City Manager
November 22, 2019
Mayor and members of the City Council
BRI (Custodial Agreement)

The City currently has three investment accounts with Morgan Stanley. MS has informed me that due to liability concerns regarding custody of public funds across the nation, it will no longer provide such services. Public funds must be held by Alabama Qualified Public Depositories (QPD).

The City's MS financial advisor has solicited custodial services and for proposals from area QPDs and has suggested the City utilize BHKET for the City's investment accounts. BHKET has provided the most competitive quote of \$12.5K for the total market value of the accounts.

One of the reasons MS was selected back in 2009 was MS was able to access a larger universe of certificate of deposit necessary to invest in securities while investing with the \$20,000 FDIC limit on CDs. The City still needs access to MS's CD inventory as CD rates remain slightly better than U.S. Treasuries.

Four recommendations that the City continue utilizing MS to hold CD and other fixed income securities in line with Alabama law and the City's investment policy. The investments will be delivered to and held in book entry form by BHKET who will provide market valuations and monthly statements for the CD investment on a weekly basis. Additionally, MS has agreed to merge Clearwater Analytics, LLC, a third-party compliance services provider, to maintain the City's investment with respect to ERIC, limits, compliance with Alabama law and the City's investment policy (again, no additional fee).

The MS advisors as well as the BHKET custodial arrangements may be cancelled at any time for any reason should the City desire.



Large table listing various banks and their locations, including Alabama, AlaBank, and others.



BB&T Retirement and Institutional Services Investment Management/Custody Fee Agreement

This Fee Agreement (this Agreement) is made between Branch Banking and Trust Company (BB&T), through its Retirement and Institutional Services Division and City of Mountain Brook (Client), regarding the Custody Fee Account(s).

1.1 Annual Fee Schedule

City only	0.00% of the Total Market Value (0.00 basis points)
-----------	---

1.2 Fee Assumptions

The Fee Estimate in Section 1.3 has been prepared for City of Mountain Brook (Client) as of 04/03/2019 per Effective Date. The Estimate is based on the Assumptions listed below. If any of the Assumptions are incorrect, the Client shall be responsible for the resulting error. The Client shall be responsible for any errors in the information provided to BB&T.

BB&T to receive its Commission and not under the terms of the City of Mountain Brook, Custody Agreement. Estimated annual value of all assets: \$2,000,000.00 Estimated annual fee: \$0

On-Going Annual Fee: \$4,000.00 Estimated Annual Fee (based on the above assumptions): \$2,000.00



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Custody Agreement

Account Identifying Information: Client Name: [REDACTED] (the "Principal") Account Number: [REDACTED] (the "Account")

Established: [REDACTED] Effective Date: [REDACTED]

1.1 Administration: BB&T shall administer the Account in accordance with the terms and conditions of the Custody Agreement.

1.2 Investment: The Principal shall select the investments to be held in the Account and BB&T shall invest the funds in the Account in accordance with the terms and conditions of the Custody Agreement.

1.3 Distribution: The Bank will distribute to the Principal, on the date specified in the Custody Agreement, the net proceeds of the investments held in the Account.

1.4 Termination: This Agreement shall terminate upon the death of the Principal or the death of the last surviving spouse of the Principal.

1.5 Governing Law: This Agreement shall be governed by the laws of the State of Georgia.

1.6 Entire Agreement: This Agreement constitutes the entire agreement between the Principal and the Bank.

1.7 Assignment: The Principal shall not assign this Agreement to any other party.

1.8 Severability: If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect.

1.9 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy.

1.10 Binding Effect: This Agreement shall be binding on the Principal, the Bank, and the parties hereto.

1.11 Acknowledgment: The Principal acknowledges that they have read and understood the terms and conditions of this Agreement.

1.12 Execution: This Agreement is being signed by the Principal and the Bank.

2.1 Purpose of Agreement

This Agreement is entered into for the purpose of providing for the custody and safekeeping of the assets of the Client.

2.2 Description of Assets: The assets to be held in the Account are described in the Schedule attached hereto.

2.3 Custody: BB&T shall hold the assets in the Account in accordance with the terms and conditions of the Custody Agreement.

2.4 Investment: The Principal shall select the investments to be held in the Account and BB&T shall invest the funds in the Account in accordance with the terms and conditions of the Custody Agreement.

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APPENDIX 3

BB&T logo and text

* any fluctuations between the time a foreign wire request is initiated and the time it is completed. In the event payment of the amount involved shall not have been made by our correspondent bank and the purchaser requests a refund, the bank will endeavor to assist its correspondent bank to correct the transmission. Upon receipt by the Bank of confirmation of such correction, Bank will, subject to any limitations, re-initiate the wire transfer.

Branch Acknowledgment: Each Party, by signing this copy of this Branch Acknowledgment, is able to address and clarify associated questions in advance, in order to help ensure the accuracy and timeliness of all electronic funds and wire transfer transactions contemplated herein.

Acknowledged by: _____
Client Name: _____
By: _____
Title: _____
Branch Banking and Trust Company

Choice of Law: If this Acknowledgment is executed in a state where BB&T maintains a branch office, the rights, duties and liabilities of the Parties to this Acknowledgment shall be subject to the laws of that state. If the Acknowledgment is executed in a state where BB&T does not maintain a branch office, the rights, duties and liabilities of the Parties to this Acknowledgment shall be subject to the laws of the state of North Carolina.

Investment Characteristics: BB&T offers the following investment opportunities to its clients. Each client acknowledges that when Client provides Bank with a payment order, account number, and address upon requesting a wire transfer, that payment may be made by the wire transfer to any of the following destinations:

Foreign Wire and Fees: If there is a request for a wire transfer in U.S. dollars to a beneficiary in a foreign country, Bank may make the transfer in the currency of that country pursuant to our normal procedures at our banking rate of exchange over before the transfer date. Such exchange rate may differ from the official or published rate by other sources.

Investment Characteristics: BB&T offers the following investment opportunities to its clients. Each client acknowledges that when Client provides Bank with a payment order, account number, and address upon requesting a wire transfer, that payment may be made by the wire transfer to any of the following destinations:

BB&T Investment Characteristics
Investment Characteristics (as of 11/30/2019)
Total Fees (Annual) \$0.00
Annual Rate 1.00%
Net Rate 1.00%
Eligible states: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IL, IN, IA, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, OH, OK, OR, PA, RI, SC, TN, TX, VA, VT, WA, WI, WV, WY, DC

Wire Transfer Procedures Acknowledgment
This Wire Transfer Procedure Acknowledgment is to be used by the Bank and Client to acknowledge the terms and conditions of the wire transfer. The Bank and Client acknowledge the following procedures, including the completion of appropriate forms pertaining to wire transfers.

Acceptance and execution of request by Bank: Client's wire transfer request is considered accepted by Bank only when Bank has successfully completed all applicable regulatory provisions, including all regulatory and KYC requirements, and has received all necessary information from Client to complete the wire transfer.

Method used to make the wire transfer: Bank may select any means for the transmission of funds in a wire transfer, including but not limited to SWIFT, Fedwire, or any other means available to Bank.

Right of rescission: Bank shall exercise good faith and reasonable care in processing Client's wire transfer requests to Bank and in returning bank statements or notices for any discrepancies. Client is responsible for ensuring the accuracy of requests and Bank has no duty whatsoever to verify the accuracy of requests, nor will it be liable for losses or damages arising out of requests containing incorrect information.

BB&T Retirement and Institutional Services
INDIVIDUALS TO SIGN DOCUMENTS ON BEHALF OF CLIENT NAME AND PRESS TAB KEY WITH REGARD TO ACCOUNT NAME(S)
Name: _____ Title: _____ Signature: _____
Phone Number: _____ Fax Number: _____ E-mail Address: _____
Name: _____ Title: _____ Signature: _____
Phone Number: _____ Fax Number: _____ E-mail Address: _____



FP Mailing Solutions
140 N. Mitchell Ct. Ste 200
Addison, IL 60101-5529
Tel: (800) 341-6092
www.fp-usa.com

Customer Agreement

CUSTOMER INFORMATION

Billing Information, Shipping & Installation Address, Customer Information, Contact Name, Mailing Address, Rental Billing Delivery (select one)

Minute Book 90

RENTAL INFORMATION

Table with columns: Quantity, Item #, Item Description, Monthly Rate, Rental Billing Delivery (select one), Total Monthly Payment

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and conditions available on their FP website at 800.341.6092 and we will provide you with a copy for your records. *35 Month Initial Term will apply unless otherwise indicated above.

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms, Dealer Information, Print Name of Authorized Representative, Selling Dealer Name, Address, Tel, Fax, State, City, Zip, Sales Representative Name, Date

DEALER & INTERNAL USE ONLY

Lease Company, Promo Code, Renewal (no change of equipment), Master Billing Acct. No., Master Postage Acct. No., Existing Account No.

2019-184

APPENDIX 4

AGREEMENT



GRUAMERICA FINANCIAL SERVICES CORPORATION
605 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 679, CEDAR RAPIDS IA 52406
AGREEMENT ID: 1512988

CUSTOMER (your company): Mountain Brook, City of
56 Church Street, Mountain Brook, AL 35213-3733
VENDOR (equipment manufacturer) AND NOT AUTHORIZED BY US TO BE ALE TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT
Covenant Office Solutions, LLC, Moody, AL 35094
EQUIPMENT RENTAL PAYMENT TERMS: NET 30
1. FP Post Base PRO DS Postage/Mailing System S/N

EQUIPMENT LOCATION: MONTHLY PAYMENT AMOUNT: \$360.00 PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS
INSURANCE: You agree to maintain commercial general liability coverage...
WARRANTY: This equipment is warranted by the manufacturer...
MAINTENANCE: You are solely responsible for providing any...
ASSIGNMENT: You may not assign or sublease the Equipment...

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY
You hereby represent and warrant that you are an authorized representative of the Government...
LAW ENFORCEMENT: This Agreement and any claim related to this Agreement shall be governed by the laws of the State of Alabama...

CUSTOMER AUTHORIZED SIGNATURE
CUSTOMER (AS SIGNED ABOVE) SIGNATURE: [Signature] DATE: 11/21/2014
PRINT NAME & TITLE: Steve Boone, City Manager

CERTIFICATE OF DELIVERY AND ACCEPTANCE
DATE: 11/21/2014
NAME AND TITLE: Steve Boone, City Manager



Alabama First Responders Benefits Program APPLICATION AND PARTICIPATION AGREEMENT

By signing below, I acknowledge my authority to submit this Application and Participation Agreement on behalf of the City of Mountain Brook...

Name of City: CLAYTON BROWN Signature: Clayton Brown Date: 11/24/19 Title: Mayor



CITY OF MOUNTAIN BROOK City Manager: Steve Hines, City Manager; Chris Mullins, Fire Chief; Date: October 30, 2019; Address: 10000 Highway 205, Box 500, Mountain Brook, AL 35224-0500

The new supplemental insurance required for firefighters includes: 1) a lump sum benefit to be paid upon a firefighter's (or any) cancer diagnosis and 2) a \$3,000 minimum monthly long-term disability (LTD) benefit to be paid after a 180-day waiting period for a disabling condition from cancer diagnosis...



Alabama First Responders Benefits Program APPLICATION AND PARTICIPATION AGREEMENT

3. Non-Certified Volunteer Firefighter: The City is not providing a volunteer firefighter benefit program. Any volunteer firefighter who desires to purchase the Policy at their own expense...

Instructions: Please email an executed copy to the City of Mountain Brook, 10000 Highway 205, Box 500, Mountain Brook, AL 35224-0500. Instructions: Please email an executed copy to the City of Mountain Brook, 10000 Highway 205, Box 500, Mountain Brook, AL 35224-0500.

The undersigned eligible employer agrees that it is applying for and agreeing to purchase the Mountain Brook Fire Department Long-Term Disability (LTD) Insurance Policy for its firefighters...



Table with 3 columns: Firefighter Class, Option 1: Basic Plan (50% replacement rate), Option 2: Enhanced Plan (66.67% replacement rate). Rows include Long-Term Disability Plan, Cancer Benefit Amount, Lifetime Maximum Benefit, and Recurrence Benefit.

Summary of Benefits: Long-Term Disability Plan: 180 Days; Cancer Benefit Amount: \$25,000; Lifetime Maximum Benefit: \$50,000; Recurrence Benefit: 100% 30-day separation period.



Alabama First Responders Benefits Program APPLICATION AND PARTICIPATION AGREEMENT

1. Paid Fire Department Career Firefighters (Mandated by ACT 2019-361): The Association Administrator is the sole provider for the firefighter cancer coverage which is provided and fully insured by The Hartford for Long-Term Disability benefits for firefighters...

Instructions: Please email an executed copy to the City of Mountain Brook, 10000 Highway 205, Box 500, Mountain Brook, AL 35224-0500. Instructions: Please email an executed copy to the City of Mountain Brook, 10000 Highway 205, Box 500, Mountain Brook, AL 35224-0500.

The undersigned eligible employer agrees that it is applying for and agreeing to purchase the Mountain Brook Fire Department Long-Term Disability (LTD) Insurance Policy for its firefighters...



Alabama First Responders Benefits Program Proposal for Coverage: Effective Date: January 1, 2020; Member Name: City of Mountain Brook; Member Number: 00019; Insurer: Hartford Life and Accident Insurance Company.

Table with 3 columns: Firefighter Class, Option 1: Basic Plan (50% replacement rate), Option 2: Enhanced Plan (66.67% replacement rate). Rows include Long-Term Disability Plan, Cancer Benefit Amount, Lifetime Maximum Benefit, and Recurrence Benefit.

sent as an email, and we will be happy to discuss the rates and help you calculate your estimated annual cost for your Fire Department.

The attached document is a new page that includes firefighters who are firefighters. We have added a new section to the document, "Firefighters Who are Firefighters." We have also updated the "Covered Cancer" section to include the new cancer types and services of this program. As previously stated, Hartford Insurance Company is the insurance carrier that will have the policy for this program through the Alabama First Responders Benefits Program. On the attached document, you will see a section titled "Covered Cancer." You may find it helpful to read the information in this section. You may find it helpful to read the information in this section.

The health insurance covered in this package is a group insurance plan. "Firefighters Who are Firefighters" cover the left breast, right breast, prostate, and bladder. Firefighters, Fire Chiefs, etc. have asked specific questions regarding covered and benefits under this program. We have created this document to provide those frequently asked questions and answers to your department as well. This document was updated on September 11, 2019. This would be a first document to share with the firefighters in your Fire Department as well.

The last document enclosed in this package is the Press Release that was issued on September 26th. This document was created to provide information about the program. For the various questions, as well as additional information about Alabama First Responders Benefits Program:

If you have any questions, or need any assistance, we are here to help. We have a dedicated team standing by to help you in any way that we can. Please email info@afirs.com or call [800-231-3363](tel:8002313363).

Dedicated Email: customerservice@afirs.com

In addition, our new website for the Alabama First Responders Benefits Program is live. You may find all of the enclosed documents as well as additional information under the resources section of our website: www.afirs.com.

Lastly, if you would like to receive an official quote, please send an email to quote@afirs.com and request a quote form. We will send you a spreadsheet for you to verify for your firefighters with some basic information and a few questions. We will include your spreadsheet into our quoting and rating system, and provide you with an official quote.

We appreciate the opportunity to serve and support you, your Fire Department, and all firefighters on your team. If you have any questions or if there is anything that we can do for you, please do not hesitate to get in touch.

Thank you,

Teri E. Hoyle - CNA OVERSIGHT

Teri E. Hoyle - CNA OVERSIGHT
President, First Responders Benefits Program
Charter Member, Alabama Fire Chiefs Association
11000 24th AVENUE, SUITE 300
HOUSTON, TEXAS 77057

ALABAMA FIRST RESPONDERS BENEFITS PROGRAM

Program Email: customerservice@afirs.com
Program Toll-Free Call Center: 1 (800) 23-3363

LET'S TAKE A LOOK AT THE BENEFITS YOU CAN ENJOY WITH THE PROGRAM:

Benefit	Coverage
Individual Paid Plans	100% of Coverage Amount
Non-Invasive Cancer	75% of Coverage Amount
Coverage Maximum (per Coverage Amount)	Firefighter: 200% (2 x \$25,000)
Recurrence Benefit (per Coverage Amount)	100% 90 Days Separation Period
Benefit Portability	Yes

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ALABAMA FIRST RESPONDERS BENEFITS PROGRAM

1 (800) 23-3363 | customerservice@afirs.com | www.afirs.com

October 1st, 2019

Re: Firefighter Cancer and Disability Coverages

Dear Fire Chief:

I hope this package finds everyone in your Fire Department safe and well. As you know, Governor Heyburn signed a new law in May of 2019 that will be effective on January 1, 2020. This new law mandates that all fire departments throughout the state of Alabama be covered by the Alabama First Responders Benefits Program. The program will cover firefighters in your department for cancer and disability coverages. The program will cover firefighters in your department for cancer and disability coverages. The program will cover firefighters in your department for cancer and disability coverages.

The health insurance covered in this package is a group insurance plan. "Firefighters Who are Firefighters" cover the left breast, right breast, prostate, and bladder. Firefighters, Fire Chiefs, etc. have asked specific questions regarding covered and benefits under this program. We have created this document to provide those frequently asked questions and answers to your department as well. This document was updated on September 11, 2019. This would be a first document to share with the firefighters in your Fire Department as well.

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Alabama First Responders Benefits Program

Frequently Asked Questions

Q: When does the new law take effect? When will the insurance program be effective?
The new law signed by the governor will take effect on January 1, 2020. All insurance coverages with Alabama First Responders Benefits Program (FRBP) will take effect on January 1, 2020 as well.

Q: Who is the insurance carrier for this program?
Hartford Insurance Company has implemented similar programs in multiple other states. Hartford Insurance Company was chosen in conjunction with several decision makers, with the endorsement of the Alabama League of Municipalities. Hartford Insurance Company will be the insurance carrier for this program in Alabama.

Q: How can I obtain more information about this program?
Alabama First Responders Benefits Program (FRBP) was organized to oversee and implement the new Firefighter Career and Disability Insurance Program in the State of Alabama. Alabama First Responders Benefits Program has a dedicated team that is here to serve you and answer any questions you may have about the program. You can reach a member of our team at our dedicated phone number: 205-333-2200. You can also reach our team at our dedicated email address: info@alabamafirstresponders.com. Effective October 1, 2018, First Responders Benefits Program will send out weekly emails with more information on the program, events, etc.

Q: How can I obtain the article for this program for our firefighters and departments?
On Friday, September 26th, an email blast was sent to over 4,000 contacts in the Firefighter Volunteer Register. The rates were tentative, subject to final approval from the Department of Insurance. We do not foresee any significant changes in the rates, but until the Department of Insurance approves the rates, they must be declared tentative. The rates will be posted on our website once approved by the Department of Insurance.

REVISED 10/11/19

Q: How can I get a quote for the cancer and disability coverage for our firefighters in our Department?
Please contact FRBP at 1 (800) 231-CANCER or info@alabamafirstresponders.com and one of our dedicated team members will provide you with a complete spreadsheet for you to list your Active Firefighter/Volunteer so we can provide you with a cost estimate. This spreadsheet will be available to email using Microsoft Excel or the FRBP website as a downloadable document.

Q: If our Department has both Paid and Volunteer Firefighters, will we be able to get coverage for both?
If your Department has paid firefighters, Certified Volunteer Firefighters, or Non-Certified Volunteer Firefighters, you will be able to get a quote covering all firefighters in all three different categories under one plan for your Department.

Q: Can retired firefighters be covered under this plan?
This plan will take effect on January 1, 2020. If you are an active firefighter on January 1, 2020 and meet all other qualifications, and you retire after January 1, 2020, you have the ability to keep your coverage as a retired firefighter. You have the option to keep your coverage once you pay the rates as an individual. If you are a retired firefighter, you will not be eligible for the effect on January 1, 2020 as a previously retired firefighter, you will not be eligible for this coverage.

Q: Can you clarify what it means by law to be an active firefighter for 12 consecutive months?
Under the law, to be eligible for this coverage you must be an Active Firefighter who has completed 12 months of active service by January 1, 2020. If you are a Career and firefighter, the definition of active service is pretty straightforward. You must receive your paycheck, and participating in your FRBP Department for 12 consecutive months prior to January 1, 2020.

Alabama First Responders Benefits Program

ALABAMA FIREFIGHTERS HAVE AN OCCUPATIONAL RISK. WE HAVE THEIR BACK.

DELIVERED BY FIREFIGHTERS FOR FIREFIGHTERS
This program is designed to help firefighters and their families. It's a plan that covers the occupational risks of firefighters and their families. It's a plan that covers the occupational risks of firefighters and their families. It's a plan that covers the occupational risks of firefighters and their families.

HELPING HEROES BECOME EVERYDAY HEROES
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CONTACT US - 1 (800) 231-CANCER | www.alabamafirstresponders.com

GIVE FIREFIGHTERS A CRUCIAL SAFETY NET. GET A QUOTE TODAY.
www.alabamafirstresponders.com

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ALABAMA FIRST RESPONDERS BENEFITS PROGRAM
PRESS RELEASE
07/26/2019

"Alabama Introduces First Firefighter Cancer & Disability Insurance Program Under New Law"

BIRMINGHAM, ALABAMA - The Alabama League of Municipalities has officially endorsed the "First Responders Benefits Program (FRBP)". This program will be the first to provide the new Firefighter Cancer and Disability Insurance Program to all firefighters in Alabama. FRBP is excited to bring this program to firefighters' attention and their families through the State of Alabama. FRBP will provide the program to firefighters and their families through the State of Alabama. FRBP will provide the program to firefighters and their families through the State of Alabama.

The program will provide the Cancer and Disability Insurance to meet the business and requirements of the state law that was signed by the Governor in 2013. The law became law on 12/27/13 and was effective on January 1, 2014. The program will provide the Cancer and Disability Insurance to meet the business and requirements of the state law that was signed by the Governor in 2013. The law became law on 12/27/13 and was effective on January 1, 2014. The program will provide the Cancer and Disability Insurance to meet the business and requirements of the state law that was signed by the Governor in 2013. The law became law on 12/27/13 and was effective on January 1, 2014.

TENTATIVE RATES:

CAREER PAID-FIREFIGHTER - This rate for the enhanced benefit option of cancer and long-term disability will be the same as the career paid firefighter at \$108.34 per month. The cost of the basic plan for this same category of "Career Paid Firefighter" will be the same as the career paid firefighter at \$108.34 per month. The primary difference in the enhanced benefit option and the basic plan is the same coverage. The basic plan covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law.

CAREER VOLUNTEER-FIREFIGHTER - This rate for the enhanced benefit option of cancer and long-term disability will be the same as the career paid firefighter at \$108.34 per month. The cost of the basic plan for this same category of "Career Paid Firefighter" will be the same as the career paid firefighter at \$108.34 per month. The primary difference in the enhanced benefit option and the basic plan is the same coverage. The basic plan covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law.

OVER

Q: How do I file a claim for coverage under this program?
Once you are determined eligible, and you are covered under a Fire Department, you will receive information by calling our customer service number 1 (800) 574-5139 and our support team will help you navigate the process of filing a claim.


Thank you,
Terry Young
First Responders Benefits Program
terry@frbp.com

CONTACT US
Program Email: CustomerService@frbp.com
Toll Free Customer Service: 1 (800) 574-5139
Toll Free Claims Center: 1 (800) 574-5139

Alabama First Responders Benefits Program

**Please see full policy and/or firefighter General/Optional Policy for full coverage benefit details.*

The Alabama First Responders Benefits Program "The Program" is provided by the Alabama First Responders Benefits Association. Program rates are subject to review and approval by the Alabama Department of Insurance. Actual program benefits, rates, terms, and conditions are subject to change based on regulatory requirements and changes in employee operations of information. This information is not an offer of insurance policy, contract, conditions, limitations, and exclusions, which are provided in full detail of coverage and their applicability upon the program.



question. The bottom line is this: disability benefit under FRBP will coordinate and may offer with other coverage amounts that you might have.

Q: Assuming this insurance program goes in effect January 1, 2020, what if I was diagnosed on December 15, 2019 with an invasive cancer, and began receiving treatment in January 2020 after this program has not yet started? Will this program pay me my long-term cancer benefit on 12/15/2019?
The program will not pay you for the \$25,000 in the above scenario. Your diagnosis of cancer must be after January 1, 2020, and you must meet all other eligibility requirements. If you are covered after January 1, 2020, and your diagnosis occurs on January 1, 2020, you would be covered under this plan.

Q: I'm a firefighter and I'm on military leave during the year. Upon return 12 months later, I go back to my original job but have no coverage due to military leave?
Generally speaking, you will not lose your coverage. There are some specific long-former, and information on our website. If you have any questions, please contact our support team at 1 (800) 574-5139. **CAREER** - This program is for firefighters who are currently employed and have not yet retired through their process.

Q: I work at a paid firefighter at one Department, and a Volunteer firefighter at another Department. Can I get coverage at both Department and can I collect on a claim at both Departments?
No, you cannot get coverage at both different Departments, nor can you file a claim at both Departments. You are a paid firefighter receiving pay and benefits of one Department and you are a Volunteer firefighter at another Department. Your primary employer will be the paid Department. The paid Department will be responsible for paying for your coverage.

Q: I Volunteer at three different Departments during the year, which Department would pay for my coverage?
If only one of those Departments is paying for 100% of your coverage, that is the Department that you should qualify under, and that Department would be paying for your premiums. You would need to contact with the Fire Chief of that Department to ensure that you are eligible and contracted as an Active Firefighter under their standard operating procedures throughout the year.

Revised 05/11/19

NON-CERTIFIED VOLUNTEER-FIREFIGHTER - This rate for the enhanced benefit option of cancer and long-term disability will be the same as the career paid firefighter at \$108.34 per month. The cost of the basic plan for this same category of "Career Paid Firefighter" will be the same as the career paid firefighter at \$108.34 per month. The primary difference in the enhanced benefit option and the basic plan is the same coverage. The basic plan covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law. The enhanced benefit option covers the 11 named cancers, per the law.

**** If you are "Volunteer Firefighter" in the state you will not be paying for this coverage for your Firefighter Team, please call 1 (800) 574-5139 - CAREER for the state for the volunteer firefighter rate. *****

When the 100% 12-14 days, we will launch the Alabama First Responders Benefits Program website that you may utilize for additional information, as well as receive an online alert for your department. We have also set up the designated phone number and email address as shown below for all questions and support during the enrollment process for your Municipality and Firefighter Organizations.

Subscriber Phone #
1 (800) 574-5139

Designated Email
CustomerService@frbp.com

In addition, we will be mailing a packet to the Fire Chiefs with product and informational literature in the next 10 to 14 days. Please be sure to check for this information. You will receive this packet in a separate mail from the designated phone number and email address as shown below for all questions and support during the enrollment process for your Municipality and Firefighter Organizations. The packet will be mailed to you in the next 10 to 14 days. Please be sure to check for this information. You will receive this packet in a separate mail from the designated phone number and email address as shown below for all questions and support during the enrollment process for your Municipality and Firefighter Organizations.

Please be sure to forward this packet to anyone that you feel needs this information if you have someone that would like to know more about the program. We will be mailing a packet to the Fire Chiefs with product and informational literature in the next 10 to 14 days. Please be sure to check for this information. You will receive this packet in a separate mail from the designated phone number and email address as shown below for all questions and support during the enrollment process for your Municipality and Firefighter Organizations.

Thank you,
Terry Young
First Responders Benefits Program
terry@frbp.com

**Please see full policy and/or firefighter General/Optional Policy for full coverage benefit details.*

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12116

1 uncontrollable and abnormal growth and spread of malignant
 2 cells with invasion of normal tissue and that any of the
 3 following apply:
 4 1. Surgery, radiotherapy, or chemotherapy is
 5 medically necessary.
 6 2. There is metastasis.
 7 3. The firefighter has terminal cancer, is expected
 8 to die within 24 months or less from the date of diagnosis,
 9 and will not benefit from, or has exhausted, curative therapy.
 10 b. A lump sum benefit of six thousand two hundred
 11 fifty dollars (\$6,250), subject to limitations specified in
 12 the insurance contract ~~and based on the severity of the~~
 13 ~~condition and payable to the firefighter upon submission to the~~
 14 insurance carrier or other payor of acceptable proof of
 15 diagnosis by a physician board certified in the medical
 16 specialty appropriate for the type of cancer involved that any
 17 or the following apply:
 18 1. There is carcinoma in situ such that surgery,
 19 radiotherapy, or chemotherapy has been determined to be
 20 medically necessary.
 21 2. There are malignant tumors which are treated by
 22 endoscopic procedures alone.
 23 3. There are malignant melanomas.

Page 4

12116

1 activities, but is not eligible for typical employment
 2 benefits, including health insurance coverage.
 3 (5) PAID FIRE DEPARTMENT. Any department or division
 4 of the state, a county or municipal government, an airport
 5 authority, or a fire district with paid employees assigned
 6 firefighting duties.
 7 (6) VOLUNTEERS FIRE DEPARTMENT. A group of area
 8 residents organized to provide fire protection and recognized
 9 by the Alabama Forestry Commission as a volunteer fire
 10 department.
 11 (b) A paid fire department shall provide and
 12 maintain sufficient insurance coverage on each career
 13 firefighter to pay claims for cancer diagnosed after the
 14 career firefighter has served 11 consecutive months. The
 15 insurance benefits required by this act shall include, but not
 16 be limited to, both of the following:
 17 (i) One of the following lump sum benefits:
 18 a. A lump sum benefit of twenty-five thousand
 19 dollars (\$25,000), subject to limitations specified in the
 20 insurance contract ~~and based on the severity of the cancer~~
 21 and payable to the firefighter upon submission to the
 22 insurance carrier or other payor of acceptable proof of
 23 diagnosis by a physician board certified in the medical
 24 specialty appropriate for the type of cancer involved that
 25 these are one or more malignant tumors characterized by the

Page 3

12116

1 or a fire district who has obtained certification as a
 2 firefighter through and as defined by the Alabama
 3 Firefighters' Personnel Standards and Education Commission, or
 4 a firefighter employed by the Alabama Forestry Commission who
 5 has been certified by the State Forester as having met the
 6 wild land firefighter training standard of the National
 7 Wildfire Coordinating Group, and is offered typical employment
 8 benefits, including health insurance coverage.
 9 (3) CERTIFIED VOLUNTEER FIREFIGHTER. Any person who
 10 is an active member of a volunteer or combination career and
 11 volunteer fire department, as recognized by the Alabama
 12 Forestry Commission, and who has obtained verification as a
 13 volunteer firefighter through and as defined by the Alabama
 14 Firefighters' Personnel Standards and Education Commission,
 15 who may or may not receive remuneration for firefighting
 16 activities, but is not offered typical employment benefits,
 17 including health insurance coverage.
 18 (4) NON-CERTIFIED VOLUNTEER FIREFIGHTER. Any person
 19 who is an active member of a volunteer or combination career
 20 and volunteer fire department, as recognized by the Alabama
 21 Forestry Commission, and who has not obtained certification as
 22 a volunteer firefighter through and as defined by the Alabama
 23 Firefighters' Personnel Standards and Education Commission,
 24 who may or may not receive remuneration for firefighting

Page 2

12116

1 4. There is a tumor of the prostate, provided that
 2 it is treated with radical prostatectomy or external beam
 3 therapy.
 4 c. The combined total of all benefits received under
 5 this subdivision by a firefighter during his or her lifetime
 6 may not exceed fifty thousand dollars (\$50,000).
 7 (2) Payable as a result of a specific injury or
 8 illness, to begin six months after the disability and
 9 submission to the insurance carrier or other payor of
 10 acceptable proof of disability precluding service as a
 11 firefighter, and continuing for up to 36 consecutive monthly
 12 payments, one of the following:
 13 a. For a career firefighter, a monthly benefit of
 14 three thousand dollars (\$3,000).
 15 b. For a certified volunteer firefighter, a monthly
 16 benefit of three thousand dollars (\$3,000).
 17 c. For a non-certified volunteer firefighter, a
 18 monthly benefit of one thousand five hundred dollars (\$1,500).
 19 (3) The benefit provided by subdivision (2), as
 20 applicable, shall be subordinate to any other benefit actually
 21 paid to the firefighter for the disability from any other
 22 source, not including insurance purchased solely by the
 23 firefighter, and shall be limited to the difference between
 24 the amount of the other paid benefit and the amount specified
 25 under subdivision (2), as applicable.

Page 5

12116

1 ALL A CAREER FIREFIGHTER MAY ELECT TO BE VOLUNTARILY
 2 EXCLUDED FROM THE INSURANCE COVERAGE PROVIDED BY THIS ACT. A
 3 VOLUNTEER EXCLUSION MAY NOT BE COVERED BY THE EMPLOYER AND
 4 SHALL BE PRESENTED TO THE EMPLOYER IN WRITING. A VOLUNTARY
 5 EXCLUSION MAY BE REVOKED AT ANY TIME. IF A VOLUNTARY EXCLUSION
 6 IS REVOKED BY A CAREER FIREFIGHTER, A CONSECUTIVE 12-MONTH
 7 ELIGIBILITY PERIOD SHALL BE COMPLETED.
 8 (c) (1) Any insurer who provides coverage under this
 9 act shall make all coverage in subsection (b) available to any
 10 volunteer firefighter who has served 12 consecutive months.
 11 (2) Coverage premiums extended to a certified
 12 volunteer firefighter shall be consistent with premiums
 13 extended to a career firefighter. Coverage premiums extended
 14 to a non-certified volunteer firefighter shall appropriately
 15 reflect the reduced coverage in paragraph c. of subdivision
 16 (2) of subsection (b).
 17 (3) A certified volunteer firefighter or a
 18 non-certified volunteer firefighter shall have completed a
 19 medical physical and physical statement as required for
 20 certification by the Alabama Firefighters' Personnel Standards
 21 and Education Commission prior to coverage issuance.
 22 (4) A volunteer fire department is not required to
 23 provide or maintain sufficient insurance coverage for either a
 24 certified volunteer firefighter or a non-certified volunteer
 25 firefighter. An individual certified volunteer firefighter or

Page 6

APPENDIX 5

Page 7

MS16

Section 111.05 of the Official Code of the
 Constitution of Alabama of 1901, as amended, if this bill is
 not enacted by a 7/1 vote, it will not become effective until
 passed to a local entity unless approved by the local entity
 or until, and only in 2019, the legislative session
 funds or provided for a local source of revenue.

Section 4. This act shall become effective on
 January 1 of the next year following its passage and approval
 by the Governor, or its otherwise becoming law.

Page 10

MS16

(b) The Alabama Firefighters' Personnel Standards
 and Education Commission may adopt rules as are reasonable and
 necessary to implement this act.

(1) Both of the following are exempt from state
 income tax:

(1) The payments received by a firefighter pursuant
 to this act, to any extent the amounts are included in the
 federal adjusted gross income of the taxpayer and are not
 otherwise exempt under any other law.

(2) An amount equal to 100 percent of any premium
 paid by the individual taxpayer during the taxable year for
 coverage pursuant to this act, to any extent any deduction has
 not been included in the federal adjusted gross income of the
 taxpayer and the amount is not otherwise deductible under any
 other law.

Section 2. A valid fire department is not liable
 under Chapter 3, Title 13, Code of Alabama 1975, to a
 firefighter who elects to receive benefits under this act.
 The exemption from liability provided by this
 section is based on the specific circumstances for which the
 firefighter elects to receive benefits.

Section 3. The number or effect of this bill would
 be to require a new or increased expenditure of local funds
 within the meaning of Amendment 10 of the Constitution of
 Alabama of 1901, as amended by Amendment 10, now operating as

Page 9

MS16

ceases as a firefighter, then his or her benefits under
 subsection (2) of subsection (b) shall cease.

(4) Benefits under subdivision (2) of subsection (b)
 shall also cease upon the death of the person.

(5) Any firefighter, after at least one year of
 coverage under this act, who departs from employment, ceases
 to be an active volunteer, or retires, shall be entitled to
 continue his or her coverage under this act through a
 continuation of or conversion to individual coverage. The
 premium cost for individual coverage shall be equivalent to
 the current cost of active firefighters.

(e) In addition to any other purpose authorized by
 law, a county governing body or a municipal governing body may
 use proceeds from county and municipal taxes not earmarked for
 other purposes for the purposes of providing insurance to a
 career firefighter at a valid fire department pursuant to this
 act.

(f) Any funds received as premiums for the coverage
 provided by this act may not be subject to any premium taxes
 otherwise required by law.

(g) The computation of premium amounts by an insurer
 for the coverage under this act shall be subject to generally
 accepted adjustments from insurance underwriting.

Page 8

MS16

Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives
 I hereby certify that the within act originated in
 and was passed by the House 30-MAY-19, as amended.
 Jeff Woodard
 Clerk

Senate 30-MAY-19 Amended and Passed
 House 30-MAY-19 Concurred in Sen-
 ate Amendment

Page 11



November 25, 2019
City of Mountain Brook
City Hall
1000 Mountain Brook, AL 35203

For: Church Street Improvement Illustrative Renderings and Presentation Graphics

Mr. Gaston,
Thank you for the meeting on 11/25/19. I appreciate your time and the information provided. I will be providing you with the final graphics for the Church Street project. I will be providing you with the final graphics for the Church Street project. I will be providing you with the final graphics for the Church Street project.

With this understanding, the scope of work on the proposal for the above services is as follows:
Illustrative Renderings: AO Studio will provide 10 digital renderings of the Church Street project. The renderings will be provided to you within 10 business days of the start of the project. The renderings will be provided to you within 10 business days of the start of the project.

Revisions or additional artwork: AO Studio will provide 10 digital renderings of the Church Street project. The renderings will be provided to you within 10 business days of the start of the project. The renderings will be provided to you within 10 business days of the start of the project.

I am pleased to have been selected to assist the City of Mountain Brook with the Church Street project. I will be providing you with the final graphics for the Church Street project. I will be providing you with the final graphics for the Church Street project.

11/25/19
Date: 11/25/19

Sam Gaston
City of Mountain Brook, AL

Attest:
City Clerk
Date: November 25, 2019

Agreement for Services

This agreement is made on November 25, 2019, between The City of Mountain Brook and AO Studio, LLC (AOS) for Presentation Graphics Services as provided herein.

Client: City of Mountain Brook, Attn: Sam Gaston, City Manager, 1000 Mountain Brook, AL 35203

Project: To provide illustrative renderings for Presentation Graphics services for The City of Mountain Brook, AL.

For Arrangement:
I propose to provide services to be billed as a lump sum of \$6000.00 per week for 10 weeks. Payment for services shall be provided on a bi-weekly basis. Payment for services shall be provided on a bi-weekly basis.

1. AO Studio shall provide 10 digital renderings of the Church Street project. The renderings will be provided to you within 10 business days of the start of the project. The renderings will be provided to you within 10 business days of the start of the project.

2. AO Studio shall provide 10 digital renderings of the Church Street project. The renderings will be provided to you within 10 business days of the start of the project. The renderings will be provided to you within 10 business days of the start of the project.

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4. AO Studio shall provide 10 digital renderings of the Church Street project. The renderings will be provided to you within 10 business days of the start of the project. The renderings will be provided to you within 10 business days of the start of the project.

Sam Gaston

From: Sam Gaston
To: Sam Gaston
Subject: Presentation Graphics Services
Attachments: 19-0211.Mt.Brook_Church St.Watercolor.pdf

I am forwarding you Sam Gaston's email below and attached proposed contract for two watercolor renderings of the Crestline Street project with focus on the building from Olive Street to Vogue Cleaners. The 10"x14" renderings would cost no more than \$1,200 total and the City of Mountain Brook would have the right to request a second set of renderings if needed. The design details for the Crestline Street project are attached to this email. The BID voted unanimously last night to recommend for Church Street to be exemplified in the renderings. Thank you and the council for your consideration of this expenditure and please let me know if my attendance at the meeting or the council meeting is requested to answer any questions.

Sam S.W. Johnson
Chair, Mountain Brook Board of Landscape Design
Instagram @simwjohnson

From: AOStudio - curam@aostudio.com
To: Sam Gaston
Subject: Presentation Graphics Services

Good morning and I hope all is well.

Please see attached final proposal for Presentation Graphics services. I have set it at a lump sum not to exceed \$1,200 (\$600/ea) for the two requested watercolor renderings. I don't expect any additional services, reimbursable or admin fees, but only leave them for information and if further perspectives are required. I'm always willing to fine tune anything and let me know your thoughts or depending on any concerns or issues from last night's meeting. Let me know how I can adjust or discuss anything further.

Thank you and talk soon.
Brent

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SPECIAL PROVISIONS:

12.0 Basic Fee Calculated Group II per AIC® Basic Fee Tables. See attached Schedule of each project.

Project	Fee
1511165000	\$1,555,000
1511165000	\$4,000,000
1511165000	\$2,912,500
1511165000	\$3,825,000
Basic Fee Subtotal	\$12,292,500

Architect will not advertise for bid until authorized by Owner.

Construction Administration	20%	\$2,458,500
Subtotal		\$14,751,000

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Subtotal		\$14,751,000

APPROVALS

By: _____

By: _____

STATE OF ALABAMA BUILDING COMMISSION

CONTRACTING PARTIES

Contractor: _____

Architect: _____

BASIC FEE: The Basic Fee to be paid the Architect shall be:

determined as a percentage of the Cost of the Work, at the Basic Fee Rate of 2 percent.

*See Special Provisions

PROJECT CLASSIFICATION: As defined in the current edition of Chapter 4 - Supplement of the "Manual of Classification of the Alabama Building Commission" this Project is classified as follows:

The Project are classified in Building Group III

The Project is divided into Building Groups as stated in the Special Provisions of this Agreement

The Project does not fall within a Building Group; see the Special Provisions of this Agreement

DETERMINATION OF THE BASIC FEE:

The Basic Fee has been determined in accordance with the current edition of Chapter 4 - Supplement of the "Manual of Classification of the Alabama Building Commission" and the Basic Fee includes a 0% increase of the "Schedule of Basic Fee Rates" for Major Renovation per Chapter 4 - Supplement, Section D.

The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

TIME PERIODS OF THE AGREEMENT:

a. Pursuant to Standard Article 9, the Architect may terminate the Agreement if the Project is postponed or delayed by the Owner for more than 12 months.

b. The Design Schedule of Standard Article 11:

calendar days for Schematic Design

calendar days for Preliminary Drawings

calendar days for Final Drawings

STANDARD ARTICLES:

By reference, the edition of "Standard Article of the Agreement Between Owner and Architect" (AIC Form B-2A) is incorporated herein as the terms, conditions, and requirements of this Agreement, subject only to such modifications or supplementation of the "Standard Article" as may be stated as Special Provision below.

AGREEMENT BETWEEN OWNER AND ARCHITECT

*Supplement to AIC Form B-2A, Standard Article of the Agreement Between Owner and Architect.

DATE OF AGREEMENT: The Thirtieth day of November, Two Thousand Nineteen.

THE OWNER:

City of Mountain Brook
 2400 Lakeside Lane, Suite 200
 Montgomery, AL 36117

THE ARCHITECT:

ENGINEER (architect) "Engineer" for "Architect" (hereinafter)
 2400 Lakeside Lane, Suite 200
 Montgomery, AL 36117

Various projects to include:

1. Design for Field 14 Mountain Brook High School Project to include complete conceptualizing of existing baseball/softball field to be converted to synthetic turf, excavation of entire field, perimeter concrete curb, trench, backstop seating, lighting, synthetic turf and concrete walkway.

2. Design for the new Youth Baseball Field at Mountain Brook High School Project to include excavation of all four fields and replace with synthetic turf for the infield areas extending from backstop and both sides of the field.

3. Design for Youth Recreation fields at Cherokee Blvd Elementary School Project to include four recreation fields, irrigation, bermuda sodding, fencing, lighting, seating, and parking.

4. Design for Youth Recreation fields at Cherokee Blvd Elementary School Project to include four recreation fields, irrigation, bermuda sodding, fencing, lighting, seating, and parking.

SPECIAL PROVISIONS: Architect will not advertise for bid until authorized by Owner.

BASIC SERVICES: (unless otherwise provided) in the Special Provisions, the Architect shall render Basic Services A, B, and C for the above described Project in accordance with the "Standard Article of the Agreement Between Owner and Architect."

12.10 Project Retention: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for the cost of such item or component. The Architect shall be responsible for the cost of such item or component if the Architect has been otherwise notified for the project or otherwise adds value or improvement to the project. In no event will the Architect be responsible for any cost or expense that provides, benefits, upgrades, or improvements to the project.

12.11 Warranties: The Architect warrants that the construction quality of the project, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of federal immigration law shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

12.12 Waivers of Subrogation: To the extent that loss or damage is covered by property insurance during the term of this Agreement, the Architect shall waive the right to subrogate against the Owner, its consultants, agents and employees of the other for damages, except such rights as they may have to the extent of such insurance held by the Owner, Architect, or Contractor as Indemnitor. The Owner or Contractor shall not be required to carry such insurance. The Architect shall not be required to carry such insurance. The Architect shall not be required to carry such insurance.

12.13 Loss or Damage: In compliance with Act 2016-117, the contractor hereby certifies that it is not currently engaged in, and does not intend to engage in, any business or activity that is or may be deemed to be a prohibited activity which this state can enjoy open trade.

(If Special Provision used be continued on an attachment, identify the attachment below)

12.1 Fee for drawings approved by the Owner: designed or bid but not accepted, will be paid by the Architect.

12.2 Article 10.1 is hereby amended to provide reimbursement to Architect for cost of printing, shipping and handling, when items come out per paid by the recipient.

12.3

1. Specialty consultants and other work, which is reimbursable to the Architect under this article, shall include in part, soils testing, land surveying, environmental surveys, and engineering and similar services. The Architect shall be responsible for the cost of such services.

2. For the purpose of Owner's reimbursement from the Contractor, and reimbursement payment to the Architect for the cost of such services, the Contractor shall be responsible for the cost of such services.

3. For the purpose of Owner's reimbursement from the Contractor, and reimbursement payment to the Architect for the cost of such services, the Contractor shall be responsible for the cost of such services.

4. The Architect shall be responsible for the cost of such services.

5. The Architect shall be responsible for the cost of such services.

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19. The Architect shall be responsible for the cost of such services.

20. The Architect shall be responsible for the cost of such services.



Mountain Brook Athletic Fields
(Approximate Timelines for each project)

- 1. Field 3 Baseball/Softball converts to all Synthetic Turf**
 Release GMC for Design in December or sooner
 Released on Topographic survey on December 1st or sooner
 Design time & All Building Commission submitted in January
 Advertise for Bid - February 15th
 Open bids March 15 - 20th
 Award April 1st - Construction Contract signed
 Contractor Mobilize - May 1, 2020 to 15 months Construction time
 Contractor complete September 2020

Field 3 Surveying	\$4,000
Preliminary Drawings	\$27,912.50
Construction Documents	\$50,822.00
Design Fee Sub-total	\$82,734.50
Architect only authorized through Design Phase	
(Architect will not Advertise for bid until authorized by Owner)	
Bidding	\$1,582.50
Construction Administration	20% \$17,323.00

Standard Hourly Rates

Professional/Architect/Engineer/Interior Designer/ Scientist	\$293.00
Senior Architectural Designer	207.00
Architectural Designer	145.00
Senior Professional Architect/Engineer/Interior Designer/ Scientist	190.00
Professional Architect/Engineer/Interior Designer/ Scientist	145.00
Professional Architect/Engineer/Interior Designer/ Scientist	126.00
Senior Mechanical/Structural/Electrical/Plumbing/Environmental/Process/Instrumentation/Engineering/Interior Design/Interior Design/Interior Design	145.00
Professional Architect/Engineer/Interior Designer/ Scientist	118.00
Professional Architect/Engineer/Interior Designer/ Scientist	100.00
Professional Architect/Engineer/Interior Designer/ Scientist	90.00
Executive Administrative Assistant	16.00
Administrative Assistant I	17.00
Administrative Assistant II	19.00
Surveying	100.00
Professional and Specialty	100.00
Land Clearing Specialist	100.00
Survey Crew (over-time survey travel)	100.00
Survey Crew (over-time survey travel)	100.00
Survey Crew (over-time survey travel)	100.00



Standard Hourly Rates and Fee Schedule

Professional/Architect/Engineer/Interior Designer/ Scientist	\$293.00	Per hour
Senior Architectural Designer	207.00	Per hour
Architectural Designer	145.00	Per hour
Senior Professional Architect/Engineer/Interior Designer/ Scientist	190.00	Per hour
Professional Architect/Engineer/Interior Designer/ Scientist	145.00	Per hour
Professional Architect/Engineer/Interior Designer/ Scientist	126.00	Per hour
Senior Mechanical/Structural/Electrical/Plumbing/Environmental/Process/Instrumentation/Engineering/Interior Design/Interior Design/Interior Design	145.00	Per hour
Professional Architect/Engineer/Interior Designer/ Scientist	118.00	Per hour
Professional Architect/Engineer/Interior Designer/ Scientist	100.00	Per hour
Professional Architect/Engineer/Interior Designer/ Scientist	90.00	Per hour
Executive Administrative Assistant	16.00	Per hour
Administrative Assistant I	17.00	Per hour
Administrative Assistant II	19.00	Per hour
Surveying	100.00	Per hour
Professional and Specialty	100.00	Per hour
Land Clearing Specialist	100.00	Per hour
Survey Crew (over-time survey travel)	100.00	Per hour
Survey Crew (over-time survey travel)	100.00	Per hour
Survey Crew (over-time survey travel)	100.00	Per hour

Mountain Brook Athletic Fields	\$120.00 per day
Travel Expenses	\$2.54 per mile
Vehicle Transport	Cost plus twenty percent
Traffic Management	Cost plus twenty percent
Site Construction/Job Construction	Cost plus twenty percent
Sub-Contractors/Construction subcontractor employees	Cost plus twenty percent
Printing & Shipping	Cost plus twenty percent
Permitting	Cost plus twenty percent
Insurance (Professional Liability)	\$1.00 per hour
Insurance (Construction Defect Liability)	\$1.00 per hour
Insurance (General Liability)	\$1.00 per hour
Insurance (Professional Liability)	\$1.00 per hour
Insurance (Construction Defect Liability)	\$1.00 per hour
Insurance (General Liability)	\$1.00 per hour
GPI expenses	\$120.00 per day

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