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
1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information and pavement repair recommendations for the roadway pavement failure occurring at a portion of Symer Road within the city limits of Mountain Brook. This report contains existing subgrade condition, pavement repair recommendations, and the results of the subsurface exploration performed within the roadway area.

1.1 Scope of Services

In order to evaluate the suburface soil conditions and evaluate the pavement condition, a total of 14 boreholes were drilled and cored within the roadway. These boreholes were designed to evaluate the roadway subgrade soil conditions and the pavement condition.

The subsurface exploration consisted of 14 boreholes to a maximum depth of 10 feet. These boreholes were designed to evaluate the roadway subgrade soil conditions and the pavement condition. The results of the borehole exploration were then used to evaluate the existing pavement conditions and provide recommendations for repair.

1.2 Summary

The summary of the subsurface soil conditions and pavement repair recommendations are as follows:

- Subsurface soil conditions:
  - Cohesive soils
  - Non-cohesive soils
- Pavement repair recommendations:
  - Repair existing pavement
  - Replace existing pavement

1.3 Acknowledgments

The authors would like to acknowledge the contributions of the following individuals:

- The City of Mountain Brook
- The Alabama Department of Transportation
- The Alabama Department of Environmental Management

2.0 APPENDIX

APPENDIX A - Drawings

1. Plan and Elevation Diagrams
2. Existing Conditions Diagrams
3. Pavement Repair Details Diagrams
4. Contour Elevation Diagrams

APPENDIX B - Additional Information

1. Referenced Standards for Pavement Design
2. Recommended Practices for Pavement Repair
3. Laboratory Test Results Summary

APPENDIX C - Photographs

1. Photographs of existing pavement conditions
2. Photographs of proposed repair
3. Photographs of completed repair

Figure 2.3.1 - Typical View of Pavement Repair and Tarring
Figure 2.3.2 - Typical View of Pavement Repair and Tarring, Area of Poor Grade Soil and a Vehicle

APPENDIX 1
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”) Gambrill 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 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 Recognize Bromberg's upon their 60th 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 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 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.

EXHIBIT 1

RESOLUTION NO. 2019-176

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rosalie (“Ro”) Gambrill 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 FURTHER 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.

APPENDIX 4

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.
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 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, 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
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
This Agreement for Student Resource Officer Program ("Agreement") is made and entered into 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;

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, conditions and provisions 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;

(iii) In addition, the Parties desire that the SROs be assigned to the following schools:

(i) Mountain Brook High School;

(ii) Mountain Brook Junior High School;

(iii) Mountain Brook Elementary School;

(iv) Brookwood Forest Elementary School;

(v) Cherokee Hall Elementary School.

2. Terms/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 ("Renewal Terms") 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 Terms collectively may be referenced hereinafter as the "Term."

Notwithstanding the provisions 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. Status of SROs. 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) Brookwood Forest Elementary School;

(v) Cherokee Hall Elementary School;

(b) Duties. The SROs shall perform duties in accordance with the Agreement and shall assist in providing a safe and secure educational environment for all students and staff. The SROs shall work with the City Police Department to enforce the law and maintain order and discipline in the schools. The SROs shall provide assistance in emergency situations, such as fires, accidents, and medical emergencies. They shall also assist in the investigation of crimes, conduct background checks, and assist in the apprehension of suspects.

(c) Supervision. The City Police Department shall be the primary supervisor of the SROs. The SROs shall be supervised by their School Resource Officer, who shall provide administrative support and guidance.

(d) Training. The SROs shall receive annual training on a variety of topics, including law enforcement procedures, crisis management, and classroom management.

(e) Rights of Students. The SROs shall respect the rights of students and staff and shall comply with applicable laws and regulations.

(f) Records. The SROs shall maintain records related to their activities and ensure that such records are kept confidential and are not disclosed to unauthorized individuals.

(g) Access to Records. The SROs shall have access to student records only for the purpose of fulfilling their duties as SROs and as required by law.

4. Termination. This Agreement may be terminated by either Party upon written notice to the other Party. Termination shall be effective upon the date specified in the written notice.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

6. Amendments. This Agreement may be amended from time to time by written agreement of the Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions and agreements.

8. Governing Language. This Agreement is written in English, and all communications related to this Agreement shall be in English.

9. Waiver. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the waiving Party.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.Headings. The headings of Sections and subsections of this Agreement are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

12. Interpretation. The language used in this Agreement is the language agreed upon by the Parties and is understood to mean the same thing to both Parties.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

14. No Assignment. Neither Party shall assign, delegate, or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given upon delivery by personal delivery, reputable courier or registered mail, return receipt requested.

16. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, without regard to its principles of conflicts of law.
(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:

(ii) Except for the Overtime Work by an SRO specifically requested by the school or district administrator as an extension of their SRO duties as contemplated and discussed above in Section 1(c), Services performed for the Board after regular school hours or days for an athletic, extracurricular, 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

(iii) 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 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 the SRO performs Overtime Work for educational events, functions and matters (see Section 3(a) 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 100% of Overtime Work performed by SROs. Within ten (10) days following each calendar month during the Term, the Board shall remit payment to the City for those invoices within fifteen (15) days following receipt. Within thirty (30) 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

(i) Independent Contractor. The City is an independent contractor of Board. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties.

(g) Amendment. Neither this Agreement nor any of its provisions herein may be amended or modified except in accordance with the terms of a written instrument signed by both Parties.

(h) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(End of Document)
NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA,

Plaintiff,

V.

TALIAH ROBERT ALEXANDER,

Defendant.

Case No. 2019-V-9719

On this the 15th day of September, 2019,

JUDGE JOSEPH L. BOOHEAER

President Judge

APPENDIX 2
AGREEMENT

CUSTOMER

GREAT AMERICA FINANCIAL SERVICES CORPORATION

1254

Customer Agreement

Customer Information

Customer: City of Mountain Brook

Address: 56 Church St. Mountain Brook, AL 35212

APPENDIX 4
or a fire district who has obtained certification as a firefighter through and as defined by the Alabama Firefighters' Personal Standards and Education Commission, or

a. A firefighter employed by the Alabama Firefighters' Personal Standards and Education Commission who has been certified by the State Fire Marshal as having met the wild land firefighter training standard of the National Fire Protection Association.

b. A firefighter employed by an insurance carrier or other payor or an agent of an insurance carrier or other payor or a fire district employed by a fire district.

In the event of a fire district, a group of areas residents organized to provide fire protection and protection by the Alabama Firefighters' Personal Standards and Education Commission to volunteer fire departments.

(1) A paid fire department shall provide and maintain sufficient insurance coverage on each such fire fighter to pay claims for cancer diagnosed after the career firefighter has served 15 consecutive months.

(2) The insurance benefits required by this act shall include, but not be limited to, both of the following:

(a) The life of the following types of benefits.

1. A lump sum benefit of twenty-five thousand dollars ($25,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter upon submission to the insurance carrier or other payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.

2. A lump sum benefit of twenty-five thousand dollars ($25,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter upon submission to the insurance carrier or other payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.

(3) The voluntary exclusion may or may not be voluntarily assigned from the employer. The voluntary exclusion may or may not be paid by the employer and shall be requested in the contract to which a voluntary exclusion may be assigned at the time of a firefighter's career, a consecutive 11-month period.

(4) A certified volunteer firefighter, a monthly benefit of three thousand dollars ($3,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter on certification to the insurance carrier or other payor or payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.

(5) The voluntary exclusion may or may not be voluntarily assigned from the employer. A voluntary exclusion may not be paid by the employer and shall be requested in the contract to which a voluntary exclusion may be assigned at the time of a firefighter's career, a consecutive 11-month period.

(6) A paid fire department shall provide and maintain sufficient insurance coverage on each such fire fighter to pay claims for cancer diagnosed after the career firefighter has served 15 consecutive months.

(7) The insurance benefits required by this act shall include, but not be limited to, both of the following:

(a) The life of the following types of benefits.

1. A lump sum benefit of twenty-five thousand dollars ($25,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter upon submission to the insurance carrier or other payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.

2. A lump sum benefit of twenty-five thousand dollars ($25,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter upon submission to the insurance carrier or other payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.

(8) The voluntary exclusion may or may not be voluntarily assigned from the employer. A voluntary exclusion may or may not be paid by the employer and shall be requested in the contract to which a voluntary exclusion may be assigned at the time of a firefighter's career, a consecutive 11-month period.

(9) A certified volunteer firefighter, a monthly benefit of three thousand dollars ($3,000), subject to limitations specified in the insurance contract and/or the disability policy, payable to the fire fighter on certification to the insurance carrier or other payor or payor or equivalent proof of death by a physician based certified in the medical specialty appropriate for the type of cancer involved that has been in existence for up to six months as defined by the State Fire Marshal.
1. Field Maintenance and Service of Artificial Grass

(a) Timeframe for each component:
- Mountaintop Athletic Fields
  (Approximate Completion Dates for each project)
  - Field Maintenance and Service of Artificial Grass
  - Renovate GCM for Design in December 2019
  - Renovate Grandstand in January 2020
  - Renovate Lights in March 2020
  - Renovate Goalposts in April 2020
  - Renovate Scoreboards in May 2020

(b) Estimated Budget:
- Field Maintenance: $1,000
- Grandstand: $2,000
- Lights: $3,000
- Goalposts: $4,000
- Scoreboards: $5,000

2. Budget for Artificial Grass Field

(a) Total Estimated Cost:
- Field Maintenance: $12,000
- Grandstand: $24,000
- Lights: $36,000
- Goalposts: $48,000
- Scoreboards: $60,000

(b) Estimated Revenue:
- Field Maintenance: $1,000
- Grandstand: $2,000
- Lights: $3,000
- Goalposts: $4,000
- Scoreboards: $5,000

3. Additional Budget Considerations:
- In-house design and construction:
  - Estimated cost: $10,000
- External design and construction:
  - Estimated cost: $20,000

APPENDIX 7
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