

**JOINT MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL AND  
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT**

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

**OCTOBER 10, 2016, 7:00 P.M.**

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1. Judge Shera Grant, candidate for re-election to District Court, Civil Division, Place 5 to address the Mayor and members of the City Council.
2. Consideration: Resolution ratifying and adopting the fiscal 2017 budget of the Mountain Brook Emergency Communications District (as previously adopted by the Mountain Brook City Council upon its adoption of Ordinance 1961 on September 26, 2016).
3. Consideration: Resolution ratifying the transfer of \$291,553 from the Emergency Communications District operating fund to the City of Mountain Brook General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2015 through September 30, 2016.
4. Approval of the minutes of the September 26, 2016 regular meeting of the City Council.
5. Consideration: Resolution expressing gratitude to Bill Warren for his service on the Tree Commission.
6. Consideration: Resolution appointing Stephanie Maxwell to the Editorial Board, to serve without compensation, through October 10, 2020 (replacing Dale Wisely).
7. Consideration: Resolution declaring a 1987 International school bus surplus and authorizing its sale at public internet auction.
8. Consideration: Resolution authorizing the execution of an agreement for the city's participation in a law enforcement (white collar crime) task force overseen by the U.S. Secret Service and Jefferson County District Attorney
9. Consideration: Resolution authorizing the execution of service agreements:
  - a. Mountain Brook Chamber of Commerce
  - b. Alabama Symphonic Association
  - c. McWane Science Center
  - d. Jefferson/Blount/St. Clair Mental Health Authority
  - e. Exceptional Foundation
  - f. Birmingham Museum of Art
  - g. Birmingham Botanical Society
  - h. Alabama Ballet
  - i. Birmingham Children's Theatre
  - j. Prescott House
  - k. Birmingham Zoo
  - l. Alabama Veterans' Memorial Foundation
  - m. Jefferson County Historical Commission
  - n. All In Mountain Brook
10. Consideration: Resolution recommending to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Event Concession, Inc. (trade name: Lane Parke Grand Opening Event) for its October 20, 2016 special event to be held outdoors at 271 Rele Street, Mountain Brook, AL 35233.
11. Announcement: The next regular meeting of the City Council is October 24, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

**JOINT MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL AND  
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT**

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

**OCTOBER 10, 2016, 7:00 P.M.**

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12. Comments from residents.

13. Adjourn.

**RESOLUTION NO. 2016-147**

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

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

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

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

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

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

\_\_\_\_\_  
Virginia C. Smith, Chairman

**CERTIFICATION**

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

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Acting District Clerk

**RESOLUTION NO. 2016-148**

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

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

**ADOPTED AND APPROVED:** This 10th day of October, 2016

\_\_\_\_\_  
Virginia C. Smith, Chairman

**CERTIFICATION**

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

\_\_\_\_\_  
Acting District Clerk

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

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

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
SEPTEMBER 26, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 26th day of September, 2016. 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  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

**1. AGENDA**

**1. Executive Session**

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

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

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 6 p.m. in Pre-council Room (A106) of City Hall.

[The City Council reconvened at approximately 6:15 p.m.]

2. Crestline Village Traffic Study—Richard Caudle of Skipper Consulting, Inc. (Motion No. 2016-146 was added to the formal meeting agenda.)
3. Review of the matters to be considered at the formal [7 p.m.] meeting.

Regarding the proposal in install a stop sign on Robin Circle at its intersection with Robin Drive, based on the expressed opposition to the proposal from the Robin Circle residents, the members of the City Council expressed their opposition to the proposal and preferred to consider the installation of a yield sign instead. The City Manager shall mail letters to area residents of the [revised] proposal and consider the matter again on October 10, 2016.

**2. 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 meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A 106) on September 26, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

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City Clerk



**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
SEPTEMBER 26, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 26th day of September, 2016. 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  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

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

**1. RECOGNITION OF GUESTS**

Council President Smith recognized Michael Brogan and Pierce Austin, both from Boy Scout Troop 63 (Canterbury United Methodist), in attendance for their Communications merit badge.

**2. CONSENT AGENDA**

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

Approval of the minutes of the September 12, 2016 regular meeting of the City Council

<b>2016-135</b>	Reappoint Chris Mitchell to the Board of Zoning Adjustment, to serve without compensation, through September 13, 2019	Exhibit 1
<b>2016-136</b>	Reappoint William Hereford to the Board of Zoning Adjustment, to serve without compensation, through August 9, 2019	Exhibit 2
<b>2016-137</b>	Award the bid for the scheduled maintenance of the HVAC systems at The Emmet O'Neal Library	Exhibit 3, Appendix 1
<b>2016-138</b>	Approve the issuance of a permit pursuant to Ordinance No. 1948 with respect to the installation of a new support structure in the vicinity of Hastings Road for a small cell data and communications antenna (BRM079)	Exhibit 4, Appendix 2
<b>2016-139</b>	Reappoint Sally Legg is hereby reappointed to the Village Design Review Committee to serve without compensate on until August 23, 2019	Exhibit 5
<b>2016-140</b>	Appoint John G. Wilson is hereby appointed to the Tree Commission (to fill the unexpired term of Ken Key) to serve without compensation until December 12, 2017	Exhibit 6, Appendix 3

<b>2016-141</b>	Create one (1) Police Officer position (Class no. 60314, G17/10) for the Police Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County for the purpose of assigning an APOST-certified position to the White Collar Crime Task Force overseen by the U. S. Secret Service and Jefferson County District Attorney	Exhibit 7
<b>2016-142</b>	Authorize additional professional services with respect to the professional services agreement between the City and Nimrod Long & Associates previously authorized (Resolution No. 2015-180) regarding the installation/construction of a pedestrian bridge over Watkins Branch	Exhibit 8, Appendix 4
<b>2016-143</b>	Authorize the execution of a professional services agreement with Walter Schoel Engineering with respect to their assistance with project bid administration, final design plans, and evaluation and supervision of the construction and installation of a pedestrian bridge over Shades Creek	Exhibit 9, Appendix 5
<b>2016-144</b>	Award the bid to Gillespie Construction, LLC for the construction of the Watkins Branch bridge and sidewalk connector and authorize the execution of a contract for same [Note: The base bid in the amount of \$207,530 is \$32,530 over the amount budgeted for 2017 (see ledger no. 441-6690-6741-1301)]	Exhibit 10, Appendix 6
<b>2016-145</b>	Authorize the execution/renewal of two ground leases with respect to the English Village public parking lots (Armans, LLC and Redstone Holdings, LLC)	Exhibit 11, Appendix 7
<b>2016-146 Motion</b>	<p>Authorize the following traffic and parking controls/changes recommended (R #x) in the pedestrian and traffic study conducted by Skipper Consulting, Inc. (Resolution No. 2016-108):</p> <p><b>Area 1 – Vine Street pedestrian crossing and Piggly Wiggly access</b></p> <ul style="list-style-type: none"> <li>• R #1: Stripe out the areas on either side of the painted crosswalk on the Athletic Fields side of Vine Street and place two (2) NO PARKING signs on the fence in front of these striped-out areas (Figure 3)</li> <li>• R #2: Exchange the two (2) existing DO NOT ENTER signs on Vine Street with standard MUTCD R5-1 DO NOT ENTER signs (30"x30")</li> <li>• R #3: Install a new sign assembly on the corner of Vine Street at the driveway to the Board of Education building. The sign assembly should be on a square tubular post with signs as indicated in Figure 4. Also, install new DO NOT ENTER pavement markings as shown in Figure 4.</li> <li>• R #4: Enforce existing NO PARKING signs on Vine Street.</li> <li>• R #5: Continue NO PARKING pavement markings on Vine Street next to the sidewalk from the alley to Dexter Avenue and post NO PARKING signs behind the sidewalk.</li> </ul> <p><b>Area 2 – Intersection of Vine Street at Dexter Avenue</b></p> <ul style="list-style-type: none"> <li>• R #2: Stripe a crosswalk crossing Dexter Avenue on the east side of Vine Street as shown in Figure 6.</li> </ul>	Appendix 8

- R #3: Remove yellow lines around NO PARKING areas in the vicinity of the intersection of Vine Street and Dexter Avenue.
- R #4: Install another ONE WAY sign with time limits [7:20 a.m. until 4:00 p.m.] on Vine Street southbound facing Dexter Avenue

**Area 3 – Church Street pedestrian crossing**

- R #1: At the crosswalk near Hoyt Street, upgrade flashing beacons with pedestrian activated beacons as follows: either a) additional rapid rectangular flashing beacons or b) relocate the existing beacons at Mountain Brook Parkway to be removed.

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Pritchard. The minutes, resolutions, and motion were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Council President Pro Tempore Pritchard announced for the record that he will abstain from voting with respect to Resolution Nos. 2016-142 and 2016-143 due to a potential conflict of interest. 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 (excluding Resolution Nos. 2016-142 and 2016-143)  
Jack D. Carl  
Lloyd Shelton  
Alice Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, resolutions (Nos. 2016-135 through 2016-141 and 2016-144 through 2016-145) and motion (No. 2016-146) are adopted by a vote of 5—0 and that Resolution Nos. 2016-142 and 2016-143 are adopted by a vote of 4—0 and as evidence thereof she signed the same.

**3. CONSIDERATION OF AN ORDINANCE (NO. 1961) AMENDING THE CITY'S FISCAL 2017 BUDGET (APPENDIX 9)**

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

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

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1961) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**4. CONSIDERATION OF AN ORDINANCE (NO. 1962) REPEALING ORDINANCE NO. 1693 AND PROHIBITING SMOKING IN CERTAIN ENCLOSED AND OUTDOOR PUBLIC PLACES IN THE CITY (EXHIBIT 12)**

[The ordinance was introduced for its first reading on September 12, 2016 where it failed to come to a vote due to a lack of a motion for the unanimous consent for immediate consideration.]

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

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

Nays: Jack D. Carl

The Council President Smith declared that the said ordinance (No. 1962) is hereby adopted by a vote of 4-1 and, as evidence thereof, she signed the same.

**5. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE INSTALLATION OF A STOP SIGN ON ROBIN CIRCLE AT ITS INTERSECTION WITH ROBIN DRIVE AND PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF**

Council President Smith announced that this matter will not be considered at this time. It is contemplated that the City Council shall consider instead the installation of a yield sign at the intersection at its October 10, 2016 meeting.

**6. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, October 10, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**7. ADJOURNMENT**

There being no further business to come before the City Council, Council President Smith adjourned the meeting.

**8. 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 A 108) on September 26, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

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City Clerk

**EXHIBIT 1****RESOLUTION NO. 2016-135**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Chris Mitchell is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end September 13, 2019.

**EXHIBIT 2****RESOLUTION NO. 2016-136**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that William Hereford is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end August 9, 2019.

**EXHIBIT 3****RESOLUTION NO. 2016-137**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid (#B-20160706-112) for scheduled maintenance of the HVAC mechanical systems at The Emmet O'Neal Library to Metro Mechanical Services, Inc.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Manager is hereby authorized to issue a purchase order and to execute such other documents that are determined to be necessary with respect to said service arrangement.

**APPENDIX 1****EXHIBIT 4****RESOLUTION NO. 2016-138**

**WHEREAS** it has been determined, based on administrative review of the application, that Crown Castle NB East, LLC has submitted a substantially complete application seeking approval for the installation of one (1) new support structures within the public right-of-way in the vicinity of Hastings Road (BRM079) for the proposed installation/expansion of a small cell data network; and

**WHEREAS**, after due consideration of said application and observing first-hand each of the proposed installation site, the City Manager hereby recommends the issuance of permits for the installation of such new support structure, and

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

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

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

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

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

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

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

**ADOPTED:** The 10th day of October, 2016.

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Lawrence T. Oden, Mayor

**APPROVED:** The 10th day of October, 2016.

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Virginia C. Smith, Council President

**RESOLUTION NO. 2016-150**

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

**ADOPTED:** This 10th day of October, 2016.

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

**APPROVED:** This 10th day of October, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 10, 2016, as same appears in the minutes or record of said meeting.

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

## Sam Gaston

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**From:** Stephanie Maxwell  
**Sent:** Friday, October 07, 2016 2:29 PM  
**To:** 'Sam Gaston'  
**Subject:** RE: Pre-Council Meeting Monday

Will this work:

Stephanie Alexander Maxwell is a Development Professional with twenty-seven years of experience including development positions within education, social service and health care environments as well as work with religious orders.

Her background encompasses coordination of annual giving, capital campaign, direct mail, honorary, and memorial giving programs. She has also coordinated various types of special events and meetings; prepared and designed a wide array of publications; and coordinated efforts of both volunteers and staff members. Her main career focus has been starting and growing new and/or young development programs.

Maxwell is a native of Baton Rouge, Louisiana. She earned her B.A. in general studies/journalism from Southeastern Louisiana University in 1989, and her M.A. in philanthropy and development from Saint Mary's University of Minnesota in 2000. She received status as a Certified Fundraising Executive in 2001, and was named 2004 Outstanding Professional Fundraiser by the AFP - Greater Baton Rouge Chapter.

She currently serves as the Executive Director of the Mountain Brook City Schools Foundation in Mountain Brook, Alabama. She and her husband, David, have three children.

Take care,  
 Stephanie

**Stephanie A. Maxwell, M.A., CFRE | Executive Director**  
**Mountain Brook City Schools Foundation**

32 Vine Street, Mtn. Brook, AL 35213 | Direct: 205-414-0042 | Mobile 225-933-8597  
[Invest in the students of Mountain Brook today!](#)

*The Mission of the Mountain Brook City Schools Foundation is to mobilize community support and resources for the academic enhancement of the school system. Funds raised become part of a permanent endowment.*

**From:** Sam Gaston [mailto:gastons@mtnbrook.org]  
**Sent:** Friday, October 07, 2016 2:11 PM  
**To:** Stephanie Maxwell <smaxwell@mtnbrookschooolsfoundation.com>  
**Subject:** RE: Pre-Council Meeting Monday

I meant to ask you to send me a bio.

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

10/7/2016



**RESOLUTION NO. 2016-151**

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

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

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

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

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

**ADOPTED:** This 10th day of October, 2016.

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

**APPROVED:** This 10th day of October, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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



STATE OF ALABAMA DEPARTMENT OF REVENUE

CERTIFICATE OF TITLE FOR A VEHICLE 0996

TITLE NO. 07314505 VEHICLE IDENTIFICATION NUMBER 1HVLPXHL2HHA13785 TRANS. CODE 01 DATE ISSUED 10/22/86
YR. MODEL 87 MAKE INTL MODEL 1853 BODY TYPE BU PREV AL TITLE NO.
CYL 08 NEW XX USED DEMO PURCHASE DATE 09/11/86 NO. LIENS 0 COLOR YELLOW ODOMETER 0000001

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

3 CHURCH ST MTN BROOK AL 35213

RESIDENT ADDRESS IF DIFFERENT

MAIL TO MTN BROOK BOARD OF EDUCATI 3 CHURCH ST MTN BROOK AL 35213

LEGEND(S)

RELEASE OF LIEN The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

1ST LIENHOLDER'S NAME ADDRESS AND LIEN DATE

First Lienholder By Signature of Authorized Agent

2ND LIENHOLDER'S NAME ADDRESS AND LIEN DATE

Second Lienholder By Signature of Authorized Agent

I, the undersigned, do hereby certify that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle Laws of this State, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described.

COMMISSIONER OF REVENUE

Signature of Commissioner of Revenue

Date

CONTROL NUMBER

7105064

KEEP IN A SAFE PLACE ANY ALTERATION OR ERASURE VOIDS THIS TITLE



MOUNTAIN BROOK  
SCHOOLS

**BILL OF SALE**

**State of Alabama**

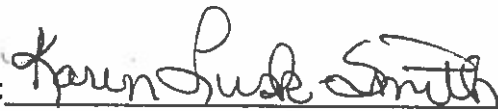
**County of Jefferson**


Date: June 17, 2009

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

1987 International Bus VIN #1HVLPHXL2HHA13785

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

Signed:   
Karen Lusk-Smith, Chief School Financial Officer

Witnessed: 

*effective · challenging · engaging*

32 VINE STREET MOUNTAIN BROOK, AL 35213 (205)871-4608 (205)877-8303 FAX

[www.mtnbrook.k12.al.us](http://www.mtnbrook.k12.al.us)

**Request to Declare as Surplus Property**

**Board Meeting: March 9, 2009**

<b>Item</b>	<b>Quantity</b>	<b>Description</b>		<b>Disposition Requested</b>
Ceiling Mounted Speakers	61	PA system speakers removed from Junior High. Simplex Paging System installed in 1994. Removed from service in June 2008.		Attempt to auction
<b>Item</b>	<b>Quantity</b>	<b>Year</b>	<b>VIN #</b>	<b>Disposition Requested</b>
43 Passenger Bus	1	1987	1HVLPHXL2HHA13785	Transfer ownership to City of Mountain Brook (to be used for training)
43 Passenger Bus	1	1990	1HVBAZRL8LH220560	Attempt to auction

**RESOLUTION NO. 2016-152**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Chief of Police of the City is hereby authorized and directed, for and on behalf of the City, to enter into an Asset Forfeiture Equitable Sharing Agreement between the Jefferson County District Attorney's Office, the Vestavia Hills Police Department and the United States Secret Service Financial Crimes Task Force, Birmingham Alabama, in the form as attached hereto as Exhibit A, with respect to the City's participation in a joint white-collar crime investigation task force.

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

## **ASSET FORFEITURE EQUITABLE SHARING AGREEMENT**

### **PARTIES**

This Agreement of July \_\_\_\_, 2016, is by and between the Jefferson County District Attorney's Office ("District Attorney"), the Vestavia Hills Police Department ("VHPD"), the Mt. Brook Police Department ("MtBPD") and the United States Secret Service ("Secret Service") as part of the United States Secret Service Financial Crimes Task Force, Birmingham Alabama ("Task Force"), and is intended to create an equitable division of any and all assets forfeited as a result of Task Force operations and/or investigations. The terms and scope of this Agreement are limited to the Task Force, and may be modified only with the express mutual consent of the parties herein. However, the final determination of any equitable division is always at the Court's discretion.

### **SEIZURES**

The District Attorney will initiate civil asset forfeiture proceedings for assets lawfully seized as a result of investigations made by the Task Force and under the following sections of Alabama law:

- General Forfeiture Act – Ala. Code § 15-5-60;
- Alabama Drug Profits Forfeiture Act – Ala. Code § 20-2-93;
- Weapons Forfeiture – Ala. Code § 13A-11-84;
- Public Assistance Fraud - Ala. Code § 13A-9-150;
- Alcohol Violations – Ala. Code § 28-4-250 & 28-4-285;
- Gambling Violations – Ala. Code § 13A-12-30;
- Obscene Materials & Child Pornography - Ala. Code § 13A-12-200 & 13-12-198; and
- Human Trafficking – Ala. Code § 13A-6-156.

### **RESPONSIBILITY OF DISTRICT ATTORNEY'S OFFICE**

It shall be the responsibility of the District Attorney to file complaints; cover initial expenses, including, but not limited to, deposition fees, out-of-state filing fees, certified mail fees, and copy costs; complete discovery, including, but not limited to, preparing interrogatories, requests for admissions, motions for production, and deposition attendance; establish quality assurance standards, as well as asset seizure guidelines; write trial briefs and research any issues of first impression; file Notice of *Lis Pendens* in the case of real property; coordinate efforts of parallel criminal proceeding; attend all hearings and trials; prepare affidavits and applications and/or motions for default; prepare dispositive motions; prepare proposed orders on default and related judgments; and follow through with any necessary appeals.

## **RESPONSIBILITY OF THE LAW ENFORCEMENT AGENCIES**

It shall be the responsibility of the Police Department to seize appropriate assets; file requests with the District Attorney's Office in a timely fashion, with sufficient information to allow the District Attorney to evaluate whether forfeiture is appropriate; ensure that the seized item is protected from loss, theft, vandalism, or misuse; properly maintain seized assets to prevent excessive and/or avoidable deterioration of the assets; make photographs of all assets seized; check liens on all vehicles seized; testify at trial if necessary; and cover post-judgment and/or post-trial expenses, including, but not limited to, court costs.

### **DIVISION OF PROCEEDS**

#### **1. General Forfeiture Act**

- a. In the case of currency, all money shall remain in the possession of the Police Department pending resolution of the civil forfeiture proceeding. If the currency is condemned, the District Attorney shall recommend the following division:
    - 25% to the Forfeiture and Confiscation Account of the Vestavia Hills Police Department;
    - 25% to the Forfeiture and Confiscation Account of the Mt. Brook Police Department;
    - 25% to the United States Secret Service;
    - 25% to the Jefferson County District Attorney's Office.
  - b. In the case of real property, such property shall be sold at auction, with the proceeds divided as set out in sub-section 1(a) above.
  - c. In the case of vehicles and all other property not listed above, the District Attorney shall request that said property be forfeited to the Police Department or to the District Attorney's Office, at which point said property may be sold at public auction or retained for official use in law enforcement. If sold at auction, the proceeds thereof shall be divided as set out in sub-section 1(a) above.
2. **Drug Profits Act:** Any such forfeitures shall be distributed in the manner set forth in Section 1 (General Forfeiture Act) above.
  3. **Weapons Forfeiture:** Any weapons forfeited as a result of the Task Force investigations may be awarded to either the Police Department, the Secret Service or the District Attorney's Office, for use at agency discretion, including, but not limited to, use or destruction of the item.
  4. **Public Assistance Fraud:** Any such forfeitures shall be distributed in the manner set forth in Section 1 (General Forfeiture Act) above.

**5. Alcohol Violations:**

- a. Currency may NOT be seized in an alcohol violation proceeding.
- b. Any and all alcoholic beverages forfeited as a result of Task Force investigations shall be destroyed in accordance with the law.
- c. In the case of real property, and in accordance with the law of the State of Alabama, such property shall be sold at auction, with the proceeds divided, after payment of all related expenses and fees incurred by the Police Department and/or District Attorney, as follows:
  - 25% of remainder, if any, to the General Fund of the City of Vestavia;
  - 25% of remainder, if any, to the General Fund of the City of Mountain Brook;
  - 25% of remainder, if any, to the Jefferson County General Fund; and
  - 25% of remainder, if any, to the law-enforcement fund to be used and applied on the enforcement of state laws under the supervision and control of the Governor.
- d. Upon condemnation, vehicles and all other property not listed in sub-sections 5(a)-5(c) shall be sold, with the proceeds to be distributed in the manner set forth in sub-section 5(c) above.

**6. Gambling Violations:**

- a. In the case of currency, all money shall remain in the possession of the Police Department pending resolution of the civil forfeiture proceeding. Upon Condemnation, and in accordance with the law of the State of Alabama, money used as bets or stakes in gambling activity shall be forfeited to the general fund of the State of Alabama, after payment of all related expenses and fees incurred by the Police Department, the Secret Service and/or District Attorney.
- b. All illegal gambling devices shall remain in the possession of the Police Department pending resolution of the civil forfeiture proceeding. Condemned devices shall be ordered destroyed in accordance with the law.
- c. Vehicles and all other property not listed in sub-sections 6(a)-6(b) shall be distributed in the manner set forth in sub-section 1(c) (General Forfeiture Act) above.

**7. Obscene Materials & Child Pornography:**

- a. In the case of currency, all money shall remain in the possession of the Police Department pending resolution of the civil forfeiture proceeding. Upon Condemnation, and in accordance with the law of the State of Alabama, the court



shall order that all moneys, negotiable instruments, and/or funds which are forfeited be divided, after payment of all related expenses and fees incurred by the Police Department, the Secret Service and/or District Attorney, as follows:

- 33.3% of remainder, if any, to the General Fund of the City of Vestavia;
  - 33.3% of remainder, if any, to the General Fund of the City of Mountain Brook; and
  - 50% of remainder, if any, to the Jefferson County General Fund.
- b. Condemned obscene material and material which is harmful to minors shall be ordered destroyed in accordance with the law. Where the court orders the forfeiture of one copy of an expressive material, it may also order the seizure and forfeiture of all other copies of such expressive material of the defendant which is subject to forfeiture.
- c. Upon Condemnation, and in accordance with the law of the State of Alabama, any article, equipment, machine, materials, matter, vehicle or other thing whatsoever used in the commercial production, transportation, dissemination, display or storage of any obscene matter shall be distributed in the manner set forth in sub-section 5(c) (Alcohol Violations) above.
- d. Upon Condemnation, and in accordance with the law of the State of Alabama, the court shall order that all proceeds or receipts not specifically listed in sub-sections 7(a)-7(c) be sold and distributed in accordance with sub-section 7(a) above.

**8. Human Trafficking:**

- a. In the case of currency, all money shall remain in the possession of the Police Department pending resolution of the criminal case. Upon Condemnation, and in accordance with the law of the State of Alabama, said currency shall first be used to pay restitution to trafficking victims and subsequently to pay any damages awarded to victims in a civil action. After payment of all related expenses and fees incurred by the Police Department, the Secret Service and/or District Attorney, any remaining assets shall be remitted to funding the Alabama Crime Victims Compensation Fund.
- b. All other profits or proceeds and any interest in property acquired or maintained through the offense of human trafficking shall be sold and distributed in accordance with sub-section 8(a) above.

[Signature page to follow]

---

**Brandon K. Falls**  
**District Attorney**  
10th Judicial Circuit of Alabama

---

**Dan Rary**  
**Chief of Police**  
Vestavia Hills Police Department

---

**Nicholas E. Steen II**  
**Assistant Special Agent in Charge**  
United States Secret Service

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**Ted Cook**  
**Chief of Police**  
Mountain Brook Police Department

**RESOLUTION NO. 2016-153**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to minor changes as may be determined appropriate by the City Attorney.

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

**EXHIBIT A**

**AGREEMENT FOR SERVICES**

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

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

<b>Installment Due Date or Event</b>	<b>Amount</b>
Upon execution of this Agreement . . . . .	\$37,500.00
December 1, 2016 . . . . .	37,500.00
May 1, 2017 . . . . .	37,500.00
September 1, 2017 . . . . .	37,500.00
On or after October 1, 2017 and after the fiscal 2018 budget is approved by the City . . . . .	37,500.00
December 1, 2017 . . . . .	37,500.00

<b>Installment Due Date or Event</b>	<b>Amount</b>
May 1, 2018 .....	37,500.00
September 1, 2018 .....	37,500.00

9. In consideration of the foregoing, Chamber agrees to provide City the following services:

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

or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;

- (j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, -civic presentations and other activities involving City and its officials;
- (k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
- (l) assist businesses in conjunction with the City Council and assist new and expanding businesses, agencies, institutions and people moving to the area; and through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.

10. In addition to the foregoing services to be provided by Chamber to City:

- (a) The Chamber shall solicit and secure funds from various merchants located in the City where such funds shall be used toward the cost of advertising.
- (b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. i.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.
- (c) Chamber shall use its best good faith efforts to sell advertisements for the Mountain Brook Reporter, City's quarterly newsletter. The gross receipts ("Receipts") from the sale of such advertisements shall be divided equally between City and Chamber. Chamber shall pay City its share of the Receipts on the fifteenth day of each month following the end of each calendar quarter (April 15, July 15, October 15 and January 15) for advertisements sold during each such calendar quarter.
- (d) Chamber will conduct a yearly membership drive.
- (e) Chamber shall continue to aggressively promote, market and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.
- (f) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

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

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

**ATTEST:**

**CITY OF MOUNTAIN BROOK**

By \_\_\_\_\_  
Its City Clerk

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date of execution

**ATTEST:**

**MOUNTAIN BROOK  
CHAMBER OF COMMERCE**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Date of execution

**RESOLUTION NO. 2016-154**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Karen Fowler, Acting City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 10, 2015, as same appears in the minutes of record of said meeting.

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



## CONTRACT FOR GENERAL SERVICES

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

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

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

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

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

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

2016-154

3. The Association shall deliver to City's Finance Department a detailed report describing the Association's use of the Contract Funds by the earlier of sixty days following the expenditures or November 30, 2017.
4. The Association shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. The Association is an independent contractor and none of its agents or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations conducting business for, or on behalf of, the Association be deemed to be agents or employees of City.
5. The Association shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:
  - (a) the performance, or attempted performance, by the Association or its agents or employees of the Association's obligations under this contract; and
  - (b) any claim that the Contract Funds were improperly paid by City to the Association.
6. The Association agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Association and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Association for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. The Association agrees that, upon request from City, the Association will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.
7. The Association and the representative of the Association, who executes this Contract, by the execution of this Contract, certify that:
  - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
  - b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and

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


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

In witness whereof, the Alabama Symphonic Association has caused this Contract to be executed by it duly authorized President on October 6, 2016, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) \_\_\_\_\_, but this contract shall be effective as of October 1, 2016.

ATTEST:

  
-----  
Ashley Snow  
Its Annual Fund Manager

Alabama Symphonic Association

By:   
-----  
Curt Long  
Its President

ATTEST:

-----  
City Clerk

City of Mountain Brook

By: \_\_\_\_\_  
Sam S. Gaston  
Its City Manager

**RESOLUTION NO. 2016-155**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 10, 2016, as same appears in the minutes of record of said meeting.

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



Amy W. Templeton  
President and CEO

Board of Trustees  
2016

Gordon G. Martin  
*Chairman*

John W. McCullough  
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Alesia M. Jones

Geeta Lakhanpal

Lynn LaRussa

Danny Markstein

Jennifer Skjellum

George M. Tribble

Kavita Vasil

Chad Webb

Nicholas O. Willis

Gary York

October 5, 2016

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

Mr. Boone,

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

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

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

Sincerely,

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

2016-155



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

***Submitted to:  
The City of Mountain Brook***

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

# **McWane Science Center - City of Mountain Brook Contract**

## **The Overview**

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

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

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

## **McWane Science Center services supported through this contract**

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

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

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

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

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

## **Support from Mountain Brook City Schools in consideration of this contract**

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

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

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

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

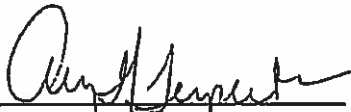
During the late spring, McWane Science Center can have over 1,500 students a day. McWane Science Center would like to strongly encourage a visit, mission or a program early in the spring term so that the students can take full advantage of this contract.

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

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

#### Agreement

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



Amy W. Templeton  
President and CEO, McWane Science Center

10/5/14  
Date

\_\_\_\_\_  
Lawrence T. Oden  
Mayor of Mountain Brook

\_\_\_\_\_  
Date



**RESOLUTION NO. 2016-156**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

**STATE OF ALABAMA)**

**COUNTY OF JEFFERSON)**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Mountain Brook (hereinafter referred to as “City”) and the Jefferson – Blount – St. Clair Mental Health Authority (hereinafter referred to as “Contractor”):

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

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

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

**WITNESSETH,**

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/100 (\$2,100.<sup>00</sup>) Dollars, for performing the services herein provided for the period beginning October 1, 2016 through September 30, 2017).

**2. SCOPE OF SERVICES:**

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

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

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

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

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

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

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

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

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

To City of Mountain Brook:                      City Manager  
   City of Mountain Brook  
   P.O. Box 130009  
   Mountain Brook, AL 35213

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

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF MOUNTAIN BROOK,  
A Municipal Corporation**

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

**WITNESSED:**

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

**JEFFERSON – BLOUNT – ST. CLAIR MENTAL  
HEALTH AUTHORITY**

BY: \_\_\_\_\_  
Its Authorized Agent  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ALABAMA            )

COUNTY OF JEFFERSON        )

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

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires

**RESOLUTION NO. 2016-157**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

STATE OF ALABAMA

JEFFERSON COUNTY

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

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

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

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

1. For the fiscal year ending September 30, 2017, City will pay to Contractor the following amount: \$ 750.00

2. That upon receipt by Contractor of the contract funds contemplated herein, Contractor shall be responsible for providing the personnel, supplies, equipment and expertise necessary to comply with all provisions, stipulations, terms and conditions of this contract.

3. Contractor is an independent contractor and none of its agents, servants or employees shall be deemed to be under control of City nor in any way shall any of its agents, servants or employees or other persons, firms or corporations conducting business for Contractor be deemed to be employees or agents, servants or employees of City.

4. Contractor shall indemnify and save City safe and harmless from any claims made by any person, firm or corporation against City for injury to property or person arising directly or indirectly out of any activity or pursuit of Contractor, which said obligation of indemnity shall include the payment by Contractor to City of any and all attorneys' fees, costs of defense and judgments rendered, if any, in favor of such person, firm or corporation.

5. Contractor shall:

**(a) Provide to the City and to the citizens of the City the following public services during the applicable fiscal year: (Here list and describe all public services to be performed by Contractor)**

**To provide social and recreational activities to individuals who are mentally challenged.**

6. Contractor shall be responsible for providing its eligible employees medical, dental, life and disability insurance as Contractor shall deem advisable. No agents, servants or employees of Contractor shall be provided nor be eligible for medical, dental, life or disability insurance under any policy or policies offered or provided by or in the name of City or any of its agencies. No employees of Contractor will be carried as an insured on any City insurance policy nor will any Contractor employee be eligible for retirement or other benefits offered by City to City employees.

7. Contractor shall be responsible for all filing and accounting responsibilities for its corporation and its employees, including but not being limited to Social Security, all federal and state tax reporting, unemployment compensation and retirement benefits.

8. Contractor will keep complete records of all sums of money received from City and complete records of all disbursements and purchases from such funds. Contractor will submit upon request, and in no event less than quarterly, itemized statements to the City listing all purchases and expenditures from

2016-157



the contract funds provided by City.

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

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

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

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

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

ATTEST:

CITY OF MOUNTAIN BROOK

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Mayor

ATTEST:

**Contractor (Exceptional Foundation)**

\_\_\_\_\_  
Witness

By \_\_\_\_\_

As Its \_\_\_\_\_

**RESOLUTION NO. 2016-158**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 9th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

## CONTRACT FOR SERVICES

Fiscal Year 2017

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

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

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

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

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

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

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

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

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

In witness whereof, the Birmingham Museum of Art has caused this Contract to be executed by its duly authorized Director and City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, all as of the \_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**Birmingham Museum of Art**

By: \_\_\_\_\_  
Secretary

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

ATTEST:

**City of Mountain Brook**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its Mayor

**RESOLUTION NO. 2016-159**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

## Contract for Services Fiscal Year 2017

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

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

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

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

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

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

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

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

<b>(Plant Propagation)</b>	
<b>Tropical Rain Forest</b>	<b>March-May</b>
<b>Alabama Woodlands (Interdependence)</b>	<b>September-November March-May</b>
<b>Secret Life of Trees</b>	<b>September-November March-May</b>
<b>Plants: Inside Out</b>	<b>September-November March-May</b>

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays.
  - f. Schools shall select the students that will attend the contractors' field trips. The Contractor shall not be responsible for providing transportation.
  - g. Schools shall contact the contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the contractor.
  - h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip.
  - i. The city and the contractor shall each monitor the number of students that attend the contractor's field trips and shall agree to reconcile the number at the end of the contract period.
  - j. The Contractor will engage with sophomore-through-senior city high school students in a field study program
  - k. City Chamber of Commerce shall seek additional opportunities with the contractor.
3. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.
  4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.



5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the city.
6. If Contractor fails to comply with the provisions of the Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.
7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:
  - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
  - b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and
  - c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

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

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

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

Birmingham Botanical Society, Inc.

By:   
Its Chief Financial Officer

City of Mt. Brook

By: \_\_\_\_\_  
Its Mayor

**RESOLUTION NO. 2016-160**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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



## Contract for Services - Fiscal Year 2016-2017

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

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

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

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

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

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

1. The City shall pay Contractor the sum of five thousand dollars (\$5000.00), within fifteen (15) days following the Effective Date of this Contract.
2. The Contractor shall provide the following minimum level of services during the City's fiscal year beginning October 1, 2016 and ending September 30, 2017 (collectively, the "Services"):
  - a. Contractor will provide free tickets to students in the City who attend school productions.
  - b. Contractor will provide one Dance Discovery Workshop at a Mountain Brook City School designated by the City Council or the City of Mountain Brook Board of Education. Grade level to be decided.
  - c. Contractor will provide one public performance or one school performance of a repertory program at a venue to be approved by both parties.
  - d. Contractor will provide PDF versions of curriculum guides for all major productions to Mountain Brook public school teachers. The curriculum guide includes the production's plot history, facts, ballet theatre etiquette, ballet vocabulary and a guide for teachers to use to supplement lesson plans regarding the ballet before and after attending the performance.
  - e. Contractor will keep its ballet school tuition at current rates and maintain scholarship levels for students who attend City Schools.
  - f. If students are charged to attend school productions, Contractor will keep its ticket prices at \$20.00 per ticket for students who attend schools in the City.

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

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

**ALABAMA BALLET**

**CITY OF MOUNTAIN BROOK, ALABAMA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Melanie Mooney

Printed Name: Lawrence T. Oden

Its: Executive Director

Its: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



The Alabama Ballet Company (AB) was formed in 1981 and continues to be Birmingham's second largest performing arts organization and Alabama's largest professional ballet company. AB's mission is to change lives through dance. It strives to promote and foster the development of classical and contemporary ballet through high quality performances, dance education and community outreach. The company is made up of 39 professional dancers across the globe. Under the artistic direction of Tracey Alvey, the AB performs five major programs during its regular season and tours throughout the state. This includes performances in Anniston, Montgomery, Tuscaloosa and Rainsville. The Alabama Ballet Center for Dance is a 21,500 square-foot facility with six studios which houses the company's administrative and artistic offices, the costume shop (with more than 750 costumes) and the Alabama Ballet School of Dance – Alabama's only ballet school accredited by the Royal Academy of Dance (RAD). In 2009, the Alabama Ballet rounded out its programming by becoming the home of the Alabama Ballet Tappers, a tap group with ages ranging from 3 to 82, with an annual performance in May at the Virginia Samford Theatre. Each year, the AB touches the lives of more than 30,000 people, including 15,000 youth in Alabama through its education and outreach programs.

There is a long history of ballet in Alabama, and the AB is proud to be the state's premier, professional ballet company. AB is one of only 56 ballet companies in America with budgets of \$1 million or more. AB provides the highest standard for professional dance in Alabama backed by its national reputation of being only one of eight companies licensed to perform George Balanchine's *The Nutcracker*. AB was the first ballet company in the state to offer full-time contracts to its professional dancers. AB also offers the strongest training environment for young professional ballerinas through its apprenticeship program and the Alabama Ballet School of Dance. AB provides a leadership role in strengthening and sharing the state's rich heritage of ballet, giving professional dancers the opportunity to remain in the state and pursue their careers. AB has strong community support and partnerships with numerous organizations including Samford University and the Alabama School of Fine Arts (ASFA) as our primary performance venues are at Samford's Wright Center (WC) and ASFA's Dorothy Jemison Day Theater. Southern Danceworks (SDW) uses our facility for rehearsal space, and AB also provides free office space to the Alabama Dance Council as we partner with them on numerous educational projects. AB is proud to serve Alabama through dance, having a \$2 million positive impact on Alabama's economy and strengthening the cultural fabric of the community we serve.

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

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

### **Request for Contract Services**

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

- Free school show tickets to Mountain Brook City School children
- Dance Discovery Workshops to a Mountain Brook City School or other Municipality of the Council's choosing
- a performance in a Mountain Brook City School of the council's choosing
- Access to curriculum guides for all our major productions to Mountain Brook public school teachers

### **Alabama Ballet's Current Service Numbers to Mountain Brook Residents**

- Approximately 24% of the Alabama Ballet ticket buyers live in Mountain Brook
- 15% of the students in our Royal Academy of Dance Accredited Ballet School reside in Mountain Brook
- 32 of the 48 members of AB's Board of Trustees are Mountain Brook residents
- Mountain Brook public schools attend our free school performances such as Cherokee Bend Elementary, Crestline Elementary and Mountain Brook Elementary
- The Alabama Ballet is part of the strong cultural sector of the greater Birmingham area, which makes Mountain Brook an attractive place to live and work as well as has a positive impact on the economy

### **AB's Current Programs**

**Professional Dance Company** is comprised of 39 professional dancers who work on a contract basis for 28 weeks a year. Company members perform classical and modern ballet for thousands of Alabama residents each year. The average salary of a professional dancer is approximately \$13,000/year. They have classes and rehearsals five to six days a week and many serve as faculty members at numerous colleges and universities throughout the Birmingham area as well as teach students in our own Alabama Ballet School of Dance.

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

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

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

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

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

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

**Touring Programming** is a benefit to not only our state, but to our professional dancers, who crave the opportunity to visit and tour other areas of Alabama. AB, in turn, state’s premier, professional ballet company and brings its productions to venues throughout the state. Each year, we partner with Knox Concert Series to present George Balanchine’s *The Nutcracker* in Anniston.

### Evaluation

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

### Financial Information

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

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

### Conclusion

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



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

Page Naftel, **President**  
 Teresa C. Shufflebarger, **Past President**  
 Mary Goodrich, **President-Elect**  
 Eric Pruitt, **Secretary**  
 David Woodall, **Treasurer**  
 Glenda Cochran  
 Tom Fox  
 Eileen Markstein  
 Colin Mitchell

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

**Members at Large**

Sylvia Hagan Barnes  
 Priscilla Ball  
 Donna Christian  
 Anne Copeland  
 Lauren DeMoss  
 Susan Driggers  
 Krystal Drummond  
 Dr. C. Morgan Eiland  
 Shirley Brice Elliott  
 Shari Garrison  
 James W. Gewin  
 Joy Grenier  
 Lori Goodson  
 Wyatt R. Haskell<sup>∞</sup>  
 Ashley Inscoe  
 Ray Jordan  
 Scarlotte Kilgore  
 John A. Lacey  
 Dr. Lisa Mani  
 Mary McInnis  
 Kacy Ireland Mitchell<sup>∞</sup>  
 Raphael Pierce  
 Jeremy Retherford  
 Michael Sansbury  
 Garland Cook Smith<sup>∞</sup>  
 Courtney Stephens  
 Scott Vowell  
 R. Thomas Warburton  
 Mallie Whatley  
 George Wilbanks

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

**Honorary Board Members**

Betty Ferguson Brice<sup>∞</sup>  
 Gage Bush\*  
 Jane S. Comer<sup>∞</sup>  
 Penelope Cunningham\*  
 Clara Gerhardt  
 Barbara G. Gottlieb  
 Dudley C. Reynolds

Community Volunteer  
 Honorary Trustee Emeritus  
 Community Volunteer  
 Honorary Trustee Emeritus  
 Samford University  
 Community Volunteer  
 Alagasco/Energen

\* Honorary Trustee Emeritus

<sup>∞</sup> Lifetime Board Members

**RESOLUTION NO. 2016-161**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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



BIRMINGHAM  
CHILDREN'S  
THEATRE

AGREEMENT

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

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

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

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

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

Witnesseth

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

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

MainStage productions - for students in grades 2-8 include:

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

2016-161

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

<i>Twas the Night Before Christmas</i>	<i>November 29-December 16</i>	<i>32 Performances</i>
<i>Wake Up Brother Bear +</i>	<i>January 10-January 28</i>	<i>32 Performances</i>
<i>Balloonacy</i>	<i>February 28-March 31</i>	<i>38 Performances</i>
<i>+ Will also tour with BCT On Tour</i>		

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

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

3. In consideration for BCT providing the Services and performing its other obligations set forth herein, the City will pay BCT five thousand dollars (\$5,000) for its fiscal year October 1, 2016 – September 30, 2017. These funds will be paid to BCT on or before December 31, 2016.

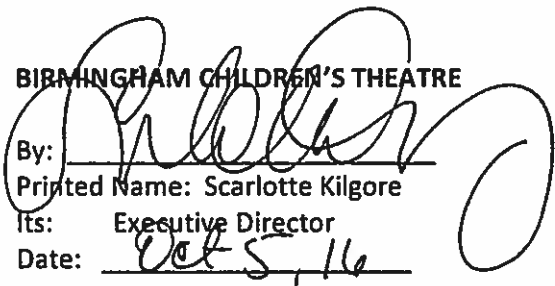
4. Other Terms and Conditions.

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

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

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

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

**BIRMINGHAM CHILDREN'S THEATRE**  
By:   
Printed Name: Scarlotte Kilgore  
Its: Executive Director  
Date: Oct 5, 16

**CITY OF MOUNTAIN BROOK, ALABAMA**  
By: \_\_\_\_\_  
Printed Name: Lawrence T. Oden  
Its: Mayor  
Date: \_\_\_\_\_

**RESOLUTION NO. 2016-162**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

# CONTRACT

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

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

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

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

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

PRESCOTT HOUSE offers to enter into an agreement with the City of Mountain Brook whereby Prescott House will continue to provide such services to the citizens of Mountain Brook, and the Mountain Brook Police Department, as needed, for FY 2017 in consideration of Five Thousand dollars (\$5,000.00) to be paid to Prescott House during FY 2017.

Done this \_\_\_\_ day of \_\_\_\_\_, 2016, by

\_\_\_\_\_  
For the City of Mountain Brook, AL

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

**RESOLUTION NO. 2016-163**

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

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

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

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

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

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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



## AGREEMENT FOR SERVICES

THIS AGREEMENT made this 10th day of October, 2016 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo"), an Alabama non-profit corporation.

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

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

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

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

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

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

1. The City shall pay to the Zoo Seventy-Five Thousand Dollars (\$20,000.00) in April of 2017.
2. In consideration of the payment of the funds as provided herein, the Zoo shall provide at least the following services to the City ("Services");
  - a. The Zoo will provide guides and educational enrichment for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for one (1) year from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admission program.
  - b. The Zoo will provide to Mountain Brook City Schools a series of educational programming and classes targeting elementary, middle, and high school students free of charge for one (1) year from the date of execution of this Agreement.
  - c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.
3. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or other persons, firms, or corporations conducting business for or on behalf of the Zoo be deemed to be agents or employees of the City.

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

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

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

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, all as of the \_\_\_ day of October, 2016.

**CITY OF MOUNTAIN BROOK**

**BIRMINGHAM ZOO, INC.**

\_\_\_\_\_  
Lawrence T. Oden  
Mayor, City of Mountain Brook

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

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

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

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

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

**RESOLUTION NO. 2016-164**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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

## CONTRACT FOR SERVICES

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

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

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

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

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

1. This contract shall be effective on the 1st day of October, 2016, and will continue in effect until September 30, 2017, unless terminated sooner by either party.

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the Alabama Veterans Memorial Foundation has caused this Contract to be executed by its duly authorized Executive Director on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_

**ATTEST:  
ALABAMA**

\_\_\_\_\_  
Steven Boone, City Clerk

**ALABAMA VETERANS  
MEMORIAL FOUNDATION**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director

**CITY OF MOUNTAIN BROOK,**

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

**RESOLUTION NO. 2016-165**

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

**ADOPTED:** This 10th day of October 2016.

---

Council President

**APPROVED:** This 10th day of October 2016.

---

Mayor

**CERTIFICATION**

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

---

Acting City Clerk

## **CONTRACT FOR SERVICES**

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

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

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

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

1. This contract shall be effective on the 1st day of October, 2016, and will continue in effect until September 30, 2017, unless terminated sooner by either party.
2. The City shall pay to the Commission the sum of One Thousand Dollars (\$1,000.00), upon execution of this contract for services.
3. In consideration of the payment of the contract fund as provided herein, the Commission shall provide at least the following services to the City ("Services"):
  - a. The Commission, through its Historic Marker Program, shall identify and recognize houses, commercial, or public buildings, churches, and sites of historic interest and integrity, encouraging the preservation of these historically important places.
  - b. The Commission shall sponsor publications on Jefferson County history and cooperate with property owners, historical societies and authors in the publication of books, videotapes and audiotapes concerning the City of Mountain Brook and Jefferson County.
  - c. The Commission shall furnish information concerning advantages of preservation/restoration and provide assistance for architectural/preservation/ design interns, teachers, students, and other citizen groups.
  - d. The Commission shall furnish speakers for civic clubs, parent-teacher associations, and school groups about history and historic preservation and its importance to the past, present, and future.
4. The Commission shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Commission is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City, nor shall any of the agents or employees of other persons, firms, or corporations conducting business for or on behalf of the Commission be deemed to be agents or employees of the City.
5. The Commission shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Commission or its agents or employees of the Commission's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Commission.

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

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

**IN WITNESS WHEREOF**, the Jefferson County Historical Commission has caused this Contract to be executed by its duly authorized Executive Director on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on the 10th day of October, 2016.

**ATTEST:**

\_\_\_\_\_

**JEFFERSON COUNTY HISTORICAL  
COMMISSION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY OF MOUNTAIN BROOK, ALABAMA**

\_\_\_\_\_

By: Lawrence T. Oden

Its: Mayor



**RESOLUTION NO. 2016-166**

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

**ADOPTED:** This 10th day of October 2016.

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

**APPROVED:** This 10th day of October 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Karen Fowler, Acting City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 10, 2016, as same appears in the minutes of record of said meeting.

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

2016-166

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

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

MAILING ADDRESS:  
P.O. BOX 430189  
BIRMINGHAM, AL 35243-0189

TELEPHONE (205) 879-8722  
TELECOPIER (205) 879-8831  
WWW.FFMYLAW.COM

June 10, 2016

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

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

Dear Mr. Boone:

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

Sincerely yours,



L. Jackson Young, Jr.

LJYjr/abk  
Enclosures

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

**CONTRACT AGREEMENT**

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

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

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

**WHEREAS**, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing services and resources to residents of the City of Mountain Brook which are designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk;

**WITNESSETH,**

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of \$10,000.00 (Ten Thousand and No/100 Dollars) (hereinafter referred to as the “Contract Amount”) for performing the services herein provided for the period beginning October 1, 2016, through September 30, 2017.

2. **SCOPE OF SERVICES:**

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

a. To underwrite All In Mountain Brook programming at the six Mountain Brook City schools, thereby targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speakers, activities, services, materials, and communications designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk.

b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.

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

(1) \$5,000.00 to Mountain Brook High School;

(2) \$3,000.00 to Mountain Brook Junior High School; and

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

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

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

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

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

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

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

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

To City of Mountain Brook:

City Manager  
City of Mountain Brook  
Post Office Box 130009  
Mountain Brook, Alabama 35213

To Contractor:

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 10<sup>th</sup> day of October, 2016.

**CITY OF MOUNTAIN BROOK,**

**A Municipal Corporation**

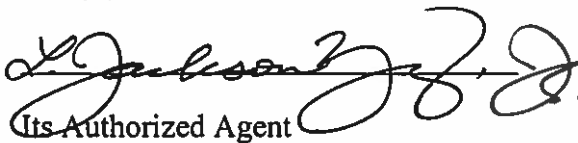
BY: \_\_\_\_\_

Mayor, City of Mountain Brook

**WITNESSED:**

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

**ALL IN MOUNTAIN BROOK**

BY:   
Its Authorized Agent

Print name: L. Jackson Young, Jr.

Title: Chairman, All in Mountain Brook



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

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

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

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

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

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

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

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

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

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

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

**Cherokee Bend Elementary (CBE) - \$500.00**

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

**\*Trevor Romain Curriculum Videos \$178.90**

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

**Brookwood Forest Elementary (BWF) - \$250.00**

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

**Crestline Elementary School (CES) - \$0**

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

**Mountain Brook Elementary (MBE) - \$500.00**

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

**\*MBE Counseling Department—\$250.00**

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

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



**RESOLUTION NO. 2016-167**

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

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

**ADOPTED:** This 10th day of October, 2016.

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

**APPROVED:** This 10th day of October, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

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

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



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



Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00

Type License: State: County:

Trade Name: LANE PARKE GRAND OPENING EVENT Filing Fee: \$50.00

Applicant: EVENT CONCESSIONS INC Transfer Fee:

Location Address: 271 RELE STREET MOUNTAIN BROOK, AL 35233

Mailing Address: 101 ROYAL PLACE PELHAM, AL 35124

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: CORPORATION

Book, Page, or Document info: 9704 2138

Date Incorporated: 04/01/1997 State incorporated: AL County Incorporated: JEFFERSON

Date of Authority: 04/01/1997 Alabama State Sales Tax ID: 580010705

Name: Title: Date and Place of Birth: Residence Address:

Name:	Title:	Date and Place of Birth:	Residence Address:
PATRICK JOSEPH OBRIEN II 5641161 - AL	PRESIDENT	01/15/1962 MINNESOTA	101 ROYAL PLACE PELHAM, AL 35124

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOE OBRIEN  
 Business Phone: 205-663-4560  
 Fax:

Home Phone: 205-444-9700  
 Cell Phone: 205-586-0933  
 E-mail: EVTCONCESS@AOL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:  
 Applicant:

Previous License Number(s)  
 License 1:  
 License 2:

2016-167



**STATE OF ALABAMA  
ALCOHOLIC BEVERAGE CONTROL BOARD**



**ALCOHOL LICENSE APPLICATION  
Confirmation Number: 20161005090958066**

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: LANE PARKE RETAIL LLC 205-871-0888

What is lessors primary business? REAL ESTATE DEVELOPER

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? NO

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 99999 Display Square Footage:

Building seating capacity: 99999 Does Licensed premises include a patio area? NO

License Structure: ONE STORY License covers: OTHER

Location is within: CITY LIMITS Police protection: CITY

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

**Name: Violation & Date: Arresting Agency: Disposition:**

Name:	Violation & Date:	Arresting Agency:	Disposition:



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



**Initial each**

**Signature page**

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

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

Applicant Name (print):

*Joe O'Brien*

Signature of Applicant:

Notary Name (print):

*Valencia Johnson*

Notary Signature:

*Valencia Johnson*

Commission expires:

*4-22-18*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



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



**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date: 10/20/2016 Ending Date: 10/20/2016

Special terms and conditions for special event/special retail:

**ALL ALCOHOL IS TO STAY IN LICENSED EVENT AREA. NO TO GO SALES ALLOWED.**

**Other Explanations**

License Covers: OUTDOOR EVENT HELD IN STREET

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



**CITY OF MOUNTAIN BROOK**

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.2400  
Facsimile: 205.874.0611  
www.mtnbrook.org

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October 11, 2016

Alabama ABC Board  
211 Summit Parkway, Suite 106  
Crescent Center  
Homewood, AL 35209

Facsimile: (205) 942-3784

Ladies and gentlemen:

Attached is a copy of a resolution passed at the October 10, 2016, regular meeting of the Mountain Brook City Council recommending the issuance of a 140 – Special Events Retail license to:

Event Concessions, Inc. (trade name: Lane Parke Grand Opening Event)

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone,  
City Clerk

Enclosure

C: [evtconcess@aol.com](mailto:evtconcess@aol.com)

2016-167