

**JOINT MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT**

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

JANUARY 14, 2019, 7:00 P.M.

1. Approval of the minutes of the December 10, 2018, regular meeting of the Mountain Brook City Council.
2. Consideration: Resolution reappointing Patrick Higginbotham to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2021.
3. Consideration: Resolution authorizing the execution of an agreement between the City and All In Mountain Brook with respect to community education and awareness programs within the City's school system.
4. Consideration: Resolution awarding the [sole] bid for the purchase of two 2019 Chevrolet Silverado trucks to Donohoo Chevrolet, LLC.
5. Consideration: Resolution authorizing the purchase of a Rosenbauer custom fire pumper from Bonaventure Fire Equipment in consideration of \$572,194 said purchase from the Alabama Department of Examiners of Public Accounts approved HGAC purchasing cooperative and the progress payment in the amount of \$269,395 due upon completion of the Rosenbauer Custom fire pumper chassis in consideration of a \$10,830 discount included in the aforementioned purchase price.
6. Consideration: Resolution authorizing the purchase of the Tango Tango push-to-talk mobile phone subscription service/application for emergency communication in consideration of \$2,844 annually the cost of which shall be paid from the Emergency Communications District (E911) funds.
7. Consideration: Resolution authorizing the purchase of a 2019 Eagle Ranger SCBA Fill Station Trailer for use by the Fire Department from NAFCO consideration of \$85,475 said purchase from the Alabama Department of Examiners of Public Accounts approved HGAC purchasing cooperative.
8. Consideration: Resolution authorizing the execution of an agreement between the City and Friends of Jemison Park with respect to landscape design and improvements in the vicinity of the pedestrian bridge.
9. Announcement: The next regular meeting of the City Council will be January 28, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Comments from residents.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
DECEMBER 10, 2018**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:30 p.m. on the 10th day of December, 2018. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Philip E. Black

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving pending litigation. The City Attorney certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 4—0, excused those in attendance at the meeting, and announced that the pre-meeting shall reconvene upon conclusion of the execution session in 15—30 minutes.

[The pre-meeting reconvened at approximately 6:25 p.m.]

2. AGENDA

1. Revised Mutual Aid Agreement (Appendix 1) with City of Hoover—Chief Cook (The Police Chief informed the City Council that the metropolitan-area police chiefs and Sheriff will attempt to draft a community-wide mutual agreement.)
2. Flashing crosswalk signage around Cherokee Bend Elementary School—Richard Caudle of Skipper Consultants and Chief Cook—Appendix 2 (Mr. Caudle suggested that a small committee convene to discuss the options to determine the optimal one with costs ranging from \$3,000 for a solar-powered flashing LED signal up to \$19,000 for a wired, more robust LED signal. Consequently, this matter shall be reconsidered at a later date.)
3. APPLE grant participation with City of Vestavia Hills for a comprehensive traffic study of Overton Road— Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham (Motion No. 2018-175 was added to the formal agenda.)

4. Parking lease renewal with The Chabad of Alabama for overflowing parking for Overton Park—Sam Gaston (Resolution No. 2018-174 was added to the formal agenda.)
5. Re-landscaping plan and costs for the Jemison Park pedestrian bridge area—Simeon Johnson of The Friends of Jemison Park (Motion No. 2018-176 was added to the formal agenda.)
6. Review of the matters to be considered at the formal (7 p.m.) meeting

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 7:00 p.m.

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on December 10, 2018, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
DECEMBER 10, 2018**

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 the 10th day of December, 2018. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Philip E. Black

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

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

1. PRESENTATION

Mayor Welch presented the Human Trafficking Awareness proclamation (No. 2018-164, Exhibit 1) to Ms. Brandi Yaghamai, of the Junior League of Birmingham.

2. CONSENT AGENDA

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

Approval of the minutes of the November 26, 2018, regular meeting of the City Council.

Approval of the minutes of the December 5, 2018, special meeting of the City Council.

2018-164 Proclamation	Human Trafficking Awareness proclamation	Exhibit 1
2018-165	Appoint Thomas Amason to the Board of Landscape Design (to fill the unexpired term of Jason Comer), to serve without compensation through December 12, 2020	Exhibit 2, Appendix 1
2018-166	Appoint Vince Schilleci to the Editorial Board (to fill the unexpired term of Graham Leigh Smith), to serve without compensation, with the term of office to end August 8, 2020	Exhibit 3
2018-167	Authorize the expenditure of up to \$1,000 for island improvements on Lewis Circle	Exhibit 4, Appendix 2
2018-168	Authorize the purchase of LED fixtures and lights from the Sourcewell (formerly NJPA) governmental purchasing cooperative contract 082114-MSL with respect to the Athletic Complex improvements	Exhibit 5, Appendix 3

2018-169	Authorize the execution of an agreement with Stone & Sons Electrical Contractors, Inc. with respect to the Athletic Complex LED lighting improvement project	Exhibit 6, Appendix 4
2018-170	Authorize the renewal of a franchise agreement between the City and Marcus Cable of Alabama, L.L.C., a Delaware limited liability company and successor to Marcus Cable of Alabama, L.P. (dba\ Charter Communications) with respect to their operation of a cable system in the City	Exhibit 7, Appendix 5
2018-171	Authorize the execution of the second amendment to the franchise agreement with AT&T (Resolution No. 2011-193) with respect to their provision of television programming in the City (U-verse)	Exhibit 8, Appendix 6
2018-172	Authorize the execution of an amendment to the field use/maintenance agreement between the City and Birmingham Levite Jewish Community Center with respect to the use of gym space	Exhibit 9, Appendix 7
2018-173	Authorize the execution of an agreement between the City and G & A Electrical Services for electrical work with respect to the Mountain Brook Elementary School athletic field restroom project	Exhibit 10, Appendix 8
2018-174	Authorize the execution/renewal of a 3-year agreement between the City and Merkos L' Inyonie Chinuch of Alabama (Chabad of Alabama) located on Overton Road for the use by the City of its parking lot	Exhibit 11, Appendix 9
2018-175 Motion	Authorize the application for an APPLE grant between the City and Regional Planning Commission of Greater Birmingham for the joint study by the Cities of Mountain Brook and Vestavia Hills of Overton Road from Liberty Park to U. S. Highway 280 with the scope to be determined and formal agreement to be authorized at a future meeting of the City Council	Appendix 10
2018-176 Motion	Authorize the City's participation of up to \$49,000 with respect to the bank stabilization and related improvements of Jemison Park in the vicinity of the new pedestrian bridge said improvements to be administered and performed by the Friends of Jemison Park with said agreement related thereto to be considered at a future meeting of the City Council	Appendix 11
2018-177	[Re]authorize (Resolution No. 2018-106) the City's participation in the creation of the Highway 280 Public Road Cooperative District by the Cities of Birmingham, Mountain Brook, Homewood and Jefferson County with respect to the planned construction of a pedestrian pathway along Hollywood Boulevard overpass at U. S. Highway 280	Exhibit 12

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamation (No. 2018-164), resolutions (Nos. 2018-165 through 2018-174, 2018-178 and 2018-179) are adopted by a vote of 4—0 and as evidence thereof signed the same.

3. CONSIDERATION: RESOLUTION (NO. 2018-178) AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY ENCROACHMENT (DRIVEWAY IN THE UNIMPROVED RIGHT-OF-WAY) AGREEMENT BETWEEN THE CITY AND TJB, LLC WITH RESPECT TO THE PROPERTY LOCATED AT 142 SPRING STREET (EXHIBIT 13, APPENDIX 12)

Council President Smith introduced the resolution in writing and commented that since the last council meeting, each elected official has inspected the area. Also, at 5 p.m. today, she and Council member Shelton met with several interested property owners and then invited comments from Council member Shelton.

Council member Shelton:

- Everyone agrees that with three homes under construction, there is a lot of activity on Spring Street
- There appears to be a consensus that the proposed right-of-way improvement will provide some relief with respect to parking and a turnaround area but, by no means, does it offer a solution to the width and congestion issues
- The City agrees that more consideration needs to be given to determine if other improvements can be implemented to improve conditions
- Urged the contractor to continue to be a good neighbor considering the disruption the construction work causes for the residents

David Allen of 134 Spring Street:

- Reiterated his objection (from the December 5, 2018 meeting) to the approval of this agreement pending further study and evaluation by the City

Casey Wheeler, developer, of 8343 Dogwood Lane, Morris, AL:

- Seeks only to provide additional parking which should help the entire street
- Understands that the land will remain under the control of the City, merely wants to improve the right-of-way
- Has observed that more people turn around in Mr. Allen's driveway than anywhere else

Whit Colvin, City Attorney:

- The proposed agreement is non-exclusive meaning anyone can use the improved area

John Barnhart, 146 Spring Street:

- Does not think any of the neighbors object to the proposed improvement
- Their greatest concern is safety
- They want to work with the City to determine the various options

Council President stated that the City will look at the right-of-way areas to determine what reasonable improvements can be made and then then called for a motion. Council member Womack made a motion that the City Council approves the right-of-way encroachment agreement as presented. After the matter had been considered by the City Council, Council President Pro Tempore Pritchard seconded the motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said resolution (No. 2018-178) is adopted by a vote of 4—0 and as evidence thereof signed the same.

4. CONSIDERATION: HARDSHIP APPEAL BY THE OWNER OF 401 MICHAEL LANE WITH RESPECT TO THE MORATORIUM IMPOSED ON THE DEVELOPMENT OF NON-CONFORMING RESIDENCE A LOTS (RESOLUTION NOS. 2018-150 AND 2018-163) (APPENDIX 13)

Council President Smith introduced the appeal and invited comments from the applicants or their representative.

Michael Staff, 401 Michael Lane:

- Acquired the property from his siblings
- The house is under contract but fears the contract may be voided due to the moratorium
- Views the future redevelopment of the parcels will enhance the City's tax base

Council President Smith:

- Agrees that a financial hardship exists
- Understands that the property was marketed as three lots based on representations from City officials
- Agrees that this property should be granted an exception to the moratorium

Dana Hazen, City Planner:

- Pointed out that Lot 5 (center parcel) was under contract prior to the moratorium
- Individually, the three parcels are non-conforming as they are each approximately 20,000 square feet

Amanda Davis, 209 Montevallo Lane, realtor for Mr. Staff:

- The parcels were being marketed separately prior to the moratorium
- Lot 5 is under contract but she fears the prospective buyer may withdraw their offer due to the moratorium
- There are no contingencies
- The prospective buyer is performing their due diligence which revealed the moratorium

Council member Womack:

- Agrees with Council President Smith that this property should be released from the moratorium

Council President Pro Tempore Pritchard:

- Considering there is a contract, views this as a legitimate hardship

There being no further comments or questions, Council President Smith invited a motion from the City Council. It was then moved by Council President Pro Tempore Pritchard that this property be granted an exemption to the moratorium based on the hardship it imposes on the property owner. The motion was seconded by Council President Smith. Thereupon, Council resident Smith called for vote with the following results:

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

Nays: None

Council President Smith declared that the motion (No. 2018-179) is hereby adopted by a vote of 4—0.

5. ANNOUNCEMENT

The next regular meeting of the City Council will be Monday, December 10, 2018, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:25 p.m.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on December 10, 2018, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

 City Clerk

Human Trafficking Awareness Month

WHEREAS, human trafficking is a very real problem facing the world today. Although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation, in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for. The City of Mountain Brook, Alabama is committed to ensuring that our community remains on the front lines in combating this deplorable crime, and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. However, the U.S. Department of State estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of human trafficking are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it, and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality, and

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices.

RESOLUTION NO. 2019-001

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Patrick Higginbotham is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2021.

ADOPTED: This 14th day of January, 2019.

Council President

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2019-002

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 14th day of January, 2019.

Council President

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, 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 January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk



January 3, 2019

To: Mountain Brook City Council Members
RE: Request for Funding for Academic Year 2018-2019

ALL IN Mountain Brook is grateful for the opportunity to petition the City of Mountain Brook once again for financial support of our educational programs which help protect and enhance the lives of our youth and their families. Since our inception in 2014, ALL IN Mountain Brook has provided the Mountain Brook community with over 100 hours of free student, parent and community programs in three key areas: drug and alcohol awareness, mental health and wellness, and safety and preventable accidents.

ALL IN Mountain Brook is a registered Alabama non-profit corporation and a federal 501©(3) non-profit. Our board enjoys representation from a cross-section of the community, including: physicians, counselors, principals, teachers and coaches, city council members, school board members, attorneys, accountants, worship community leaders, parents and student representatives. Our board is passionate and dedicated to providing our community with critical tools to live safe, happy and healthy lives and protect the lives of our community's future.

ALL IN Mountain Brook obtains some funding through family donations and the Taste of Mountain Brook, but funding from the City of Mountain Brook is integral to our ability to provide such a broad scope and variety of relevant, meaningful programs for our community.

The programs expenses for 2017-2018 were as follows: *(A complete schedule of programs is attached.)*

- Elementary and Junior High Student Programs - \$1,373
- High School Student Programs - \$5,825
- Parenting Conferences (Elementary, Junior High and High School) - \$2,850

The 2018-2019 schedule of programs has a similar schedule of educational conferences and workshops. As we move into the future, ALL IN is also working toward expanding our programs, resources and offerings as well as creating a new website with additional resources online.

Thank you again for considering our request for funding. We are grateful for the past support of the City of Mountain Brook's and we look forward to our continued partnership.

Respectfully submitted,

Laura Hydinger
Executive Director
ALL IN Mountain Brook
allinmountainbrook@gmail.com
205-305-1322



2017-2018

Student, Parent and Community Programs

<u>Topics</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
<u>Parenting the Teen Driver</u>	September 14	9:00 a.m.	MB BOE
<u>Parenting the Teen Driver</u>	September 14	6:30 p.m.	MB BOE
<u>ADHD 3-part series</u>			
The Disorders	October 4	9:00 a.m.	MB BOE
The Treatments	October 11	9:00 a.m.	MB BOE
Managing Home & Family	October 18	9:00 a.m.	MB BOE
<u>I'll Push You Community Event</u>	October 18	8:00am/6:00pm	MBHS
Speaking Engagement For MBHS Students (day) Open to Public (night)			
<u>MBHS Student Conference</u>	November 8	9:00am	MBHS
<i>(Our MBHS Student Representatives helped us develop an list of 14 speakers and topics ranging from drug and alcohol awareness, personal safety, mental wellness, self-advocacy, healthy relationships, legal ramifications for designated driving, etc.)</i>			
<u>Parenting Conference:</u>	November 8	5:00pm	MBHS
<i>(for Parents of Junior High and High School students. Topics offered included parenting and social media, drug and alcohol addiction, preparing for college, fruits of successful parenting, legalities of raising teens, healthy attitudes about nutrition and body image, exit strategies for high risk situations)</i>			
<u>ADHD 3-part series</u>			
The Disorders	January 23	6:30 p.m.	MB BOE
The Treatments	January 30	6:30 p.m.	MB BOE
Managing Home & Family	February 6	6:30 p.m.	MB BOE
<u>MBJH Student Conference</u>			
(E Cigs- Susan Walley)	February 8	11:00am	MBJH
<u>Parenting Conference:</u>	February 13	5:00pm	CES
<i>(for Parents Elementary School students. Topics offered included the power of the family dinner, healthy peer relationships, exit strategies for high risk situations, fruits of successful parenting, social media, perfection, and ADHD)</i>			
<u>Parenting the Teen Driver</u>	February 15	9:00 a.m.	MB BOE
<u>Parenting the Teen Driver</u>	February 15	6:30 p.m.	MB BOE
<u>MBJH Student Conference - (Healthy Relationships) March 22nd and April 19th</u>			
<ul style="list-style-type: none"> • March 22 – 9th Girls & Boys • April 19 – 7th Boys, 7th Girls, 8th Boys, 8th Girls 			
<u>MBJH Student Conference – (Stress) April 5th</u>			

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 14th day of January, 2019, 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, 2018, through September 30, 2019.

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 35213-009

To Contractor:

All In Mountain Brook
c/o Mrs. Laura C. Hydinger
101 Hoyt Lane
Mountain Brook, Alabama 35213

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 14th day of January, 2019.

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: Laura C. Hydinger

Title: Executive Director, All in Mountain Brook

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a notary public in and for said County in said State, hereby certify that Laura C. Hydinger whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 1th day of January, 2019.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. 2019-003

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid to Donohoo Chevrolet, LLC, being the sole bidder and whose bid has been determined to satisfy the expressed specifications, for the purchase of two (2) 2019 Silverado trucks for the Fire Department; and

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 documentation determined to be necessary with respect to said purchase.

ADOPTED: This 14th day of January, 2019.

Council President

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838



To: Steve Boone
CC: Chief Mullins
From: Battalion Chief David Kennedy
Date: January 9, 2019
Subject: Bid recommendation for two 2019 Chevrolet Silverados

Steve,

We have completed the bid process for the Fire Department's two 2019 Chevrolet Silverado Trucks. We recommend that we accept the bid from Donohoo Chevrolet LLC in the amount of \$41,775.85 for each vehicle. Please let me know if you need any other information.

BID TABULATION SHEET

2019 Chevrolet Silverado Z71 LTZ

January 9, 2019

The 2019 Chevrolet Silverado Z71 LTZ bids which were posted on November 30, 2018 were opened on January 9, 2019 at 2:00 pm. In attendance for the City of Mountain Brook were Sam Gaston (City Manager), Fire Chief Chris Mullins, and Battalion Chief David Kennedy (Safety and Training Officer). We sent the bid package to three companies and posted the notice on the community board located at Mountain Brook City Hall. We received bids from one company and the information is listed below.

- | | | |
|----|-----------------------|--------------|
| 1. | Donohoo Chevrolet LLC | \$ 41,775.85 |
| 2. | Edwards Chevrolet | DID NOT BID |
| 3. | Serra Chevrolet | DID NOT BID |

RESOLUTION NO. 2019-004

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of a Rosenbauer custom fire pumper from Bonaventure Fire Equipment in consideration of \$572,194 said purchase from the Alabama Department of Examiners of Public Accounts approved HGAC purchasing cooperative; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the progress payment in the amount of \$269,395 due upon completion of the Rosenbauer Custom fire pumper chassis in consideration of a \$10,830 discount included (already deducted from) the aforementioned purchase price.

ADOPTED: This 14th day of January, 2019.

Council President

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk



HGAC SALES AGREEMENT

Date: 12-13-2018

To: City Of Mountain Brook
102 Tibbett St.
Mountain Brook, AL. 35213

We hereby propose and agree to furnish, utilizing HGAC, and after your acceptance of this proposal and the proper execution by the City Of Mountain Brook, hereinafter called the BUYER and an officer of Rosenbauer America, L.L.C., along with its Alabama dealer, Bonaventure Co., Inc., hereinafter called the SELLER, the following apparatus and equipment:

One (1) Rosenbauer Custom Pumper as specified per the agreed upon specifications:

TOTAL SELLING PRICE ... \$ 583,024.00

Five Hundred Eighty Three Thousand Twenty Four Dollars & 00/100

Delivery: The estimated delivery time for the completed apparatus, is to be made within 365-395 days after receipt of order by Rosenbauer's South Dakota manufacturing facility. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Seller cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the current work order. Any changes made after the execution of this contract may lead to an increased delivery time.

Payment Terms: Payment in full upon delivery & acceptance of completed apparatus.



CHASSIS PROGRESS PAYMENT DISCOUNT OPTION: If City Of Mountain Brook pays for the chassis upon completion DEDUCT \$ 10,830.00

100% PRE PAYMENT DISCOUNT OPTION: If City Of Mountain Brook pays contract in full upon issuing of P.O. DEDUCT \$16,775.00

SELLER

BUYER

Alabama Dealer: Bonaventure Co., Inc.

We accept the above Proposal and enter into contract with signature below.

Handwritten signature of Frank Murry
Frank Murry

Handwritten signature of David Kennedy
Battalion Chief

Title: Alabama Mfg. Rep

Title

Date: 12-13-18

Date: 12-13-18

Rosenbauer America, LLC
100 Third Street
PO Box 57
Lyons, SD 57041
605-543-5591
605-543-5593 Fax

Bonaventure Co., Inc.
162 Industrial Dr
Rayne, LA 70578
337-334-4900
337-334-8885 Fax

After Rosenbauer America's receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by Rosenbauer America, L.L.C putting the document into force.

Rosenbauer America, LLC

Title

Date

READY TO SERVE



162 Industrial Drive Rayne, LA 70578 www.bonafire.com
800-650-4900 (Fax) 337-334-8885

12-12-18

City Of Mountain Brook HGAC / Pumper Proposal

The pricing for the Rosenbauer Custom Pumper as specified is **\$583,024.00.**
Delivery: 365-395 calendar days

Note:

- Price includes HGAC fee
- Price includes mounting of fire department supplied loose equipment
- Price includes inspection trips as requested

This apparatus is available for purchase off HGAC.

Discount Options

- **Chassis Progress Payment Discount:** If the chassis is paid for upon completion **DEDUCT -<\$10,830.00>** (Chassis Price - \$269,395.00)(chassis completion will be approximately 120-150 days after order submittal)
- **100% Pre Payment Discount:** If Contract is paid in full upon issuing P.O. **DEDUCT - <\$16,775.00>**

If you have any questions concerning our proposal I can be reached at the following numbers.

Cell: (337) 523-3473
Office: 1-800-650-4900
Email: frank@bonafire.com

Thanks for considering Bonaventure Company / Rosenbauer for your fire apparatus needs.

Frank Murry / Bonaventure Company Inc.



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Act 2018-413 provides for certain exceptions to the Alabama Public Works Law. As a result, effective June 1, 2018, air conditioning and heating units and systems may not be purchased from this cooperative until further notice.

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

October 30, 2017

Alabama Municipalities
Alabama County Commissions
Alabama City and County Boards of Education
Alabama Community College System
Other Entities subject to the *Code of Alabama 1975*, Section 41-16-50

To whom it may concern,

In accordance with the *Code of Alabama 1975*, Section 41-16-51 and the *Code of Alabama 1975*, Section 16-13B-2, we have reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national governmental purchasing cooperative for the contracts awarded as of the date of this letter. We noted no matters we felt were contrary to proper purchasing procedures or routine governmental procurement practices. These contracts were awarded by H-GAC, which is a governmental entity, based on competitive bid requirements of the State of Texas.

Based on our review, we approve the competitive bidding process used by H-GAC through November 30, 2019, for the purchase of goods or services.

The *Code of Alabama 1975*, Sections 41-16-51 and 16-13B-2 authorizes the purchases of goods or services, other than voice or data wireless communication services utilizing purchasing cooperatives when certain conditions are met. Therefore, you **are not authorized** to use this purchasing cooperative for the purchase of voice or data wireless communication services.

Prior to utilizing this purchasing cooperative, you must ensure your entity's compliance with the Alabama Competitive Bid Law. The *Code of Alabama 1975*, Sections 41-16-51 and 16-13B-2, requires that you verify that the goods or services are not at the time available on the state purchasing program, or that they are available at a price equal to or less than that on the state purchasing program. Additionally, you must verify that the purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

Note – This approval does not apply to State Public Four-Year Universities within the State of Alabama.

Sincerely,

Ronald L. Jones
CHIEF EXAMINER

RLJ/jh

RESOLUTION NO. 2019-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of the Tango Tango push-to-talk mobile phone subscription service/license for emergency communications, in accordance with the vendor quote and specifications attached hereto as Exhibit A, said cost to be paid from the Emergency Communications District (E911) funds; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager or his designee is hereby authorized to execute the attached quote and such other documents that may be necessary with respect to said license purchase.

ADOPTED AND APPROVED: This 14th day of January, 2019.

Council President/District Chairman

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk



QUOTE

Quote Details

Create Date:	12/3/2018	Prepared By:	Beck Mitchell
Expire Date:	12/29/2018	Phone:	256.682.5999

Account Information

Account Name:	Mountain Brook Police Department	Accounting Contact:	
Contact Name	Jaye Loggins	Billing Address	101 Tibbett St, Mountain Brook, AL 35213
Phone:	(205) 802-2414	Email:	logginsj@mtnbrook.org

What is included?

This service includes all Tango Tango features such as:

- Radio Integration
- Push to talk
- Administration portal
- Interoperability with other Tango Tango customers
- GPS tracking
- Emergency alerting
- Text/media messaging

Additional users can be added at any time and will be billed at a prorated amount.

MEET YOUR NEW RADIO.



Annual Pricing

Description	Quantity	Price per month
Radio Integration 2 year contract	1	\$99.00
User Licenses 2 year contract	23	\$6.00

YEAR 1	YEAR 2
\$2,844	\$2,844

Discounted pricing above is only available with annual billing.



REFERRAL DISCOUNTS

Referral Discounts are available when an agency refers another agency to Tango Tango and the referred agency signs as a customer. Referral discounts are **3 months of free radio integration per signed agency** which is applied to your next annual payment. Referred customer must have radio integration services.

USAGE RIGHTS

Customer is licensed to use Tango Tango for the Subscription Term with the number of users as defined above. Users can be added at any time for additional user cost.

SUBSCRIPTION TERM

Start Date: 12/31/2018 End Date: 12/31/2020

*Customer's billing will commence as of the date above.

*Any earlier signing will be free of charge.

*Billing cycle, for purposes of prorating and payment deadline determination for additional users added during contract period, is monthly.

MEET YOUR NEW RADIO.



TERMS OF USE

[Tango Tango End User License Agreement](#)

PAYMENT TERMS

Payment Frequency	Annually	Payment Terms	Payment Due Net 30 from Receipt of Invoice
--------------------------	----------	----------------------	--

CUSTOMER

Signature

Date

Name

Title

Re: Beck Mitchell sent you "Mountain Brook PD Tango Tango Quote"

Ted Cook

Tue, Jan 8, 8:35 AM (2 days ago)

to me, Greg, Jay

Alabama Code on disposition of 911 funds. Tango-Tango is a single purpose app that will allow radio communication outside of normal radio coverage, as well as serve as a backup radio system.

Section 11-98-6

Disposition of funds.

(a) Funds received by a district pursuant to Section 11-98-5.2 shall be used to establish, operate, maintain, and replace an emergency communication system that, without limitation, may consist of the following:

(1) Telephone communications equipment to be used in answering, transferring, and dispatching public emergency telephone calls originated by persons within the service area who dial 911.

(2) Emergency radio communications equipment and facilities necessary to transmit and receive dispatch calls.

(3) The engineering, installation, and recurring costs necessary to implement, operate, and maintain an emergency communication system.

(4) Facilities to house E-911 operators and related services as defined in this chapter, with the approval of the creating authority, and for necessary emergency and uninterruptable power supplies for the systems.

(5) Administrative and other costs related to subdivisions (1) to (4), inclusive.

(b) A district or county or municipal governing body may receive federal, state, county, or municipal real or personal property and funds, as well as real or personal property and funds from private sources, and may expend the funds or use the property for the purposes of this chapter.

(c) Subject to the remaining provisions of this chapter and the approval of the 911 Board and the creating authority, two or more districts, cities, or counties, or a city and a county in another district may agree to cooperate, to the extent practicable, to provide funding and service to their respective areas, and a single board of commissioners of not more than seven members may be appointed to conduct the affairs of the entities involved. In the event that two or more districts are consolidated for purposes of this chapter, the base distribution amount as defined in Section 11-98-5.2 (b)(3) shall include the combined base distribution amounts that would have been calculated for the individual districts.

(d) Subject to rules that may be adopted by the 911 Board, a district may expend available funds to establish a common address and location identification program and to establish the emergency service number data base to facilitate efficient operation of the system. The governing body and the E-911 Board of each county or city affected shall be jointly responsible for purchasing and installing the necessary signs to properly identify all roads and streets in the district.

(e) Beginning with fiscal year 2013, the Department of Examiners of Public Accounts shall audit each district on a biennial basis to ensure compliance with the requirements of this chapter regarding both revenues and expenditures.

(Acts 1984, No. 84-369, p. 854, §5; Acts 1992, No. 92-562, p. 1165, §1; Act 98-338, p. 584, §1; Act 2007-459, p. 950, §1; Act 2012-293, p. 592, §1.)

**Chief Ted Cook
Mountain Brook Police Department
101 Tibbett St.
Mountain Brook, AL 35213
(205) 802-3852**

RESOLUTION NO. 2019-006

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of a 2019 Eagle Ranger SCBA Fill Station Trailer from NAFCO in consideration of \$85,475 for use by the City's Fire Department said purchase from the Alabama Department of Examiners of Public Accounts approved HGAC purchasing cooperative.

ADOPTED: This 14th day of January, 2019.

Council President

APPROVED: This 14th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on January 14, 2019, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838



To: Steve Boone
CC: Chief Mullins
From: Battalion Chief David Kennedy
Date: January 11, 2019
Subject: Bid recommendation for one 2019 Eagle Ranger SCBA Fill Station Trailer

Steve,

We have completed the bid process for the Fire Department's 2019 Eagle Ranger SCBA Fill Station Trailer. We recommend that we accept the bid from NAFECO in the amount of \$85,475.00 . This unit is listed on the bid site of HGAC, which we are a member of. Our member number for HGAC is 14-4302. Please let me know if you need any other information.



NAFECO
 1515 West Moulton Street
 Decatur, AL 35601
 (800) 628-6233
 info@nafeco.com

Quotation

Q319125093

Date: 1/2/2019
Expires: 2/1/2019
FOB: Destination

Customer Number: MOU350
 Customer Information: MOUNTAIN BROOK FIRE DEPT
 Address: 102 TIBBETT STREET
 MOUNTAIN BROOK, AL 35213

Attention:
 Email:
 Prepared By: John Wilson

Qty.	Product	Description	Each	Total
1	/RA10M1D3E-GS19	Eagle Ranger Skid Mounted Compressor System 14 CFM 6000 PSI Compressor, 10 HP Single Phase, 19 KW GenSet, Auxiliary Electrical Package, SSX2 Fill Station w/ 4 Bank Cascade System "TO & FROM" Valves, Four 6000 PSI ISO Storage Cylinders, & Connecting Hoses List Price \$84,479.00 HGAC Contract Price \$81,944.00 Price Includes HGAC Fee.	\$78,611.00	\$78,611.00
1	/TNT	Enclosed Trainer 7' X 12 , 3500 lb Axles w/ Breaks, Red Labor to install Compressor w/ Divider Wall	\$6,864.00	\$6,864.00
			Total: \$85,475.00	
			<i>tax & freight to be determined</i>	

Notes: Price Includes Delivery, Training, & HGAC Fee

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Act 2018-413 provides for certain exceptions to the Alabama Public Works Law. As a result, effective June 1, 2018, air conditioning and heating units and systems may not be purchased from this cooperative until further notice.

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

October 30, 2017

Alabama Municipalities
Alabama County Commissions
Alabama City and County Boards of Education
Alabama Community College System
Other Entities subject to the *Code of Alabama 1975*, Section 41-16-50

To whom it may concern,

In accordance with the *Code of Alabama 1975*, Section 41-16-51 and the *Code of Alabama 1975*, Section 16-13B-2, we have reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national governmental purchasing cooperative for the contracts awarded as of the date of this letter. We noted no matters we felt were contrary to proper purchasing procedures or routine governmental procurement practices. These contracts were awarded by H-GAC, which is a governmental entity, based on competitive bid requirements of the State of Texas.

Based on our review, we approve the competitive bidding process used by H-GAC through November 30, 2019, for the purchase of goods or services.

The *Code of Alabama 1975*, Sections 41-16-51 and 16-13B-2 authorizes the purchases of goods or services, other than voice or data wireless communication services utilizing purchasing cooperatives when certain conditions are met. Therefore, you are not authorized to use this purchasing cooperative for the purchase of voice or data wireless communication services.

Prior to utilizing this purchasing cooperative, you must ensure your entity's compliance with the Alabama Competitive Bid Law. The *Code of Alabama 1975*, Sections 41-16-51 and 16-13B-2, requires that you verify that the goods or services are not at the time available on the state purchasing program, or that they are available at a price equal to or less than that on the state purchasing program. Additionally, you must verify that the purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

Note – This approval does not apply to State Public Four-Year Universities within the State of Alabama.

Sincerely,

Ronald L. Jones
CHIEF EXAMINER

RLJ/jh

Materials to be distributed upon completion.

8. Consideration: Authorize execution of an agreement between the City and Friends of Jemison Park with respect to landscape design and improvements in the vicinity of the pedestrian bridge