

**MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

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

NOVEMBER 25, 2019, 7:00 P.M.

1. Resolution recognizing Bromberg's upon their 60th anniversary.
2. Consideration: Resolution reappointing Rosalie ("Ro") Gambrill Holman to the Board of Landscape Design of the City of Mountain Brook, serve without compensation, with the term of office to end November 25, 2022.
3. Consideration: Resolution reappointing Elizabeth Poynor to the Board of Landscape Design of the City of Mountain Brook, serve without compensation, with the term of office to end November 25, 2022.
4. Consideration: Resolution reappointing Charles E. Carper, IV to the Park and Recreation Board to serve without compensation through November 25, 2024
5. Approval of the minutes of the November 12, 2019, regular meeting of the Mountain Brook City Council.
6. Consideration: Resolution authorizing the City's participation in the State of Alabama's "Severe Weather Preparedness Sales Tax Holiday" (February 21-23, 2020).
7. Consideration: Resolution authorizing the execution of an agreement between the City and Mountain Brook Board of Education regarding Student Resource Officers program.
8. Consideration: Resolution authorizing the sale by way of public Internet auction of a vehicle confiscated by the Police Department.
9. Consideration: Resolution authorizing the establishment of a custodial/investment account with BB&T.
10. Announcement: Mayoral appointment of Frank Lassiter to the Planning Commission to serve without compensation through
11. Announcement: The next regular meeting of the City Council is December 9, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Comments from residents.
13. Adjourn.

**PROCLAMATION
IN RECOGNITION OF THE 60TH ANNIVERSARY OF
BROMBERG & COMPANY, INC. IN MOUNTAIN BROOK**

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 25th day of November of the year of our Lord 2019 and of the Independence of the United States of America, the 243rd.

Stewart H. Welch III, Mayor

RESOLUTION NO. 2019-176

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes or record of said meeting.

City Clerk

RESOLUTION NO. 2019-177

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes or record of said meeting.

City Clerk

RESOLUTION NO. 2019-178

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 12, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 12th day of November, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Finance Committee appointment—Lloyd Shelton (Resolution No. 2019-174 was added to the formal meeting agenda.)
2. Library Board appointment—Lindsay Gardner (Resolution No. 2019-173 was added to the formal meeting agenda.)
3. Inter-City Recycling Challenge—Alice Womack (Appendix 1)
4. Canterbury Park playground equipment—Shanda Williams (Resolution No. 2019-175 was added to the formal meeting agenda.)
5. Beech Street bollards and traffic control—Steve Stine (Appendix 2)
6. Also, added to the formal meeting agenda were Resolution Nos. 2019-171 (re-establish the Payroll Specialist position for the Finance Department) and 2019-172 (create an Administrative Assistant position for the Revenue Department)
7. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

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

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

Nays: None

Council President Smith declared that the motion passed by a vote of 5—0 and then requested that the audience members be excused and announced that the City Council shall convene in the Council Chamber at 7 p.m. upon conclusion of the executive session. Council President Smith then adjourned the pre-meeting at approximately 6:50 p.m.

3. **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 12, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

Approved by City Council November 25, 2019

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 12, 2019**

The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 12th day of November, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

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

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scouts Henry Short representing Troop 53, Robert Martin representing Troop 28 and Jackson Short representing Troop 86.

2. PRESENTATION

Mayor Welch presented Ms. Lou Mahon, tired educator from Cahaba Heights, with the Retired Teachers' Day proclamation (No. 2019-1686).

3. CONSENT AGENDA

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

Approval of the minutes of the October 28, 2019, regular meeting of the City Council

2019-164	Small Business Saturday proclamation	Exhibit 1
2019-165	Authorize the placement of a street light on an existing utility pole between 2428-2430 Mountain Brook Circle to illuminate a walking path from Mountain Brook Village to Heathermoor Road at the Mountain Brook Elementary playing field	Exhibit 2, Appendix 1
2019-166	Authorize the expenditure of funds for traffic island improvements at Brook Manor Drive	Exhibit 3, Appendix 2
2019-167	Reaffirm the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program	Exhibit 4, Appendix 3
2019-168	Retired Teachers' Day proclamation	Exhibit 5

2019-169	Authorize the execution of an amendment, including the stacked stone bridge railing design modifications and preparation of 2019 Rebuild Alabama grant application, to the previously authorized professional services agreement (Resolution No. 2016-202) between the City and Gresham, Smith and Partners with respect the Caldwell Mill Road bridge replacement	Exhibit 6, Appendix 4
2019-170	Authorize the sale of certain personal property by way of public Internet auction or the disposal of said property not sold	Exhibit 7
2019-171	Authorize the re-establishment of one (1) Payroll Specialist position (Class no. 01015, G18) for the Finance 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	Exhibit 8, Appendix 5
2019-172	Authorize the creation of one (1) Administrative Assistant position (Class no. 00066, G16) for the Finance 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	Exhibit 9, Appendix 6
2019-173	Reappoint Susan Elliott to The Emmet O’Neal Library Board, to serve without compensation, her term to end November 12, 2023	Exhibit 10, Appendix 7
2019-174	Reappoint John R. Doody Jr. to the Finance Committee, to serve without compensation, with the term of office to end November 23, 2023	Exhibit 11
2019-175	Authorize the City Manager to issue and execute, for and on behalf of the City, a purchase order in the amount of \$45,022.59 for the acquisition and installation of play equipment at Canterbury Park	Exhibit 12, Appendix 8

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamations (No. 2019-164 and 2019-168) and resolutions (Nos. 2019-165 through 2019-167 and 2019-169 through 2019-175) are adopted by a vote of 5—0 and that and as evidence thereof she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2061) AMENDING SEC. 30-3(A) OF THE CITY CODE CHANGING THE TIME OF MUNICIPAL COURT FROM 4 P.M. TO 3 P.M. (EXHIBIT 13)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council President Pro Tempore Pritchard 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 member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
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 member Black 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
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2061) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 2062) ADOPTING THE 2018 BUILDING CODE AND 2017 ELECTRICAL CODE (EXHIBIT 14)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Womack 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. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
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 moved for the adoption of said ordinance. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2062) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. ANNOUNCEMENTS

The next regular meeting of the City Council will be November 25, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:30 p.m.

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 A108) on November 12, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council November 25, 2019

EXHIBIT 1

PROCLAMATION (2019-164)

Whereas, the government of the City of Mountain Brook, Alabama, celebrates its local small businesses and the contributions they make to its local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

RESOLUTION NO. 2019-179

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

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 2019.

Oden, 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 November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

2020 Severe Weather Preparedness Tax Holiday

1 message

Reese, Laura <Laura.Reese@revenue.alabama.gov>
To: "boones@mtnbrook.org" <boones@mtnbrook.org>

Thu, Nov 21, 2019 at 4:08 PM

~~October 2, 2019~~

November 21, 2019

IMPORTANT**RESPONSE REQUIRED****IMPORTANT****2020 Severe Weather Preparedness Tax Holiday
February 21-23, 2020****Deadline to notify ADOR: January 22, 2020**

The 2020 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 21, 2020, and ends at twelve midnight on Sunday, February 23, 2020. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 21, 2020. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

Your taxpayers want to know if your locality will participate in the 2020 Weather Preparedness Tax Holiday.

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 22, 2020.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Laura Reese, Room 4138
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: laura.reese@revenue.alabama.gov

QUESTIONS: 334-242-1443

RESOLUTION NO. 2019-180

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) Consult with and assist the Board's Superintendent, Superintendent's designee, principal, or faculty and staff at their assigned School in developing plans and strategies to prevent and/or minimize the impact of dangerous situations that may occur on School grounds or at School sponsored events;
- (iii) Periodically provide supervised classroom instruction to students and School staff on a variety of law-related, drug abuse/awareness, and crime prevention topics;
- (iv) Communicate regularly with School officials regarding the safety, security, and well-being of students and School staff; and
- (v) Comply with Board regulations and policies applicable to all Board employees.

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

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

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

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

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

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

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

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

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

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

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

6. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

City of Mountain Brook, Alabama

By: _____

Its: Mayor

Date _____

City of Mountain Brook Board of Education

By: _____

Richard Barlow

Its: Superintendent

Date _____

RESOLUTION NO. 2019-181

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

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

Description
2005 Toyota Camry VIN 4TB1BE32K75U976802

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

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk

From: **Charles Clark** <clarkch@mtnbrook.org>

Date: Wed, Nov 13, 2019 at 6:30 AM

Subject: Surplus

To: Ted Cook <cookt@mtnbrook.org>, Greg Hagood <hagoodg@mtnbrook.org>

I need the following vehicle declared surplus to be sold:

2005 Toyota Camry (VIN 4TB1BE32K75U976802)

This vehicle was seized pursuant to the attached court order and the proceeds from its sale will need to be distributed according to the court order (basically, MBPD 80%, JCDA B'ham 20%).

Lt. Chuck Clark

Criminal Investigations Division Commander

Mountain Brook Police Department

101 Tibbett Street

Mountain Brook, AL 35213

205.802.3850 (Office)

205.874.0646 (Fax)

clarkch@mtnbrook.org



AlaFile E-Notice

01-CV-2019-901724.00

Judge: JOSEPH L. BOOHAKER

To: DRAKE ROBERT ALEXANDER
draker@jccal.org

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

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

A court action was entered in the above case on 9/23/2019 3:25:06 PM

ORDER

[Filer:]

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

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL, 35203

205-325-5355
jackie.smith@alacourt.gov



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BIRMINGHAM DIVISION**

STATE OF ALABAMA,)	
Plaintiff,)	
)	
V.)	Case No.: CV-2019-901724.00
)	
US CURRENCY \$2,834.00,)	
TOYOTA CAMRY ONE (1) 2005,)	
MORROW BRIAN ALLEN,)	
Defendants.)	

FINAL ORDER

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

Therefore, it is hereby, **ORDERED, ADJUDGED and DECREED** as follows:

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

Division of the Jefferson County District Attorney's Office (\$516.60).

2. The One (1) 2005 Toyota Camry (VIN: 4TB1BE32K75U976802), as identified by the State's Petition filed herein, is declared to be contraband, and is hereby **CONDEMNED** and **FORFEITED** to the State of Alabama, pursuant to the provisions of Ala. Code § 20-2-93, *et seq.* At the request of the State said vehicle is awarded to the Mountain Brook Police Department, for use at its discretion, including, use, sale or destruction of the item. If said vehicle is sold by the Mountain Brook Police Department upon the execution of this order or after a period of retention for official use, the proceeds of said sale shall be distributed in accordance with the provisions of Ala. Code § 20-2-93(e)(2). Eighty-percent (80%) of any such funds is awarded to the Mountain Brook Police Department and twenty-percent (20%) of any such funds is awarded to the Birmingham Division of the Jefferson County District Attorney's Office.
3. All other related claims to the above described, if any, are forever barred.

DONE this 23rd day of September, 2019.

/s/ JOSEPH L. BOOHAKER
PRESIDING JUDGE

ALABAMA JUDICIAL DATA CENTER
 JEFFERSON COUNTY
 COST BILL

CV 2019 901724.00
 JOSEPH L BOOHAKER

IN THE CIRCUIT COURT OF JEFFERSON COUNTY

STATE OF ALABAMA V. \$2,834.00 US CURRENCY ET AL

MOUNTAIN BROOK POLICE DEPARTMENT ATY: *** PRO SE ***
 101 TIBBETT STREET

MOUNTAIN BROOK ,AL 35213-0000

NOTES:

COST BILL - ABOUT (0001) MOUNTAIN BROOK POLICE DEPART

	ORDERED	PAID	BALANCE
1. DOCKET FEE			
SMALL CLAIMS		00000000000000	00000000000000
DISTRICT		00000000000000	00000000000000
CIRCUIT	251.00	00000000000000	00000000000000
CHILD SUPPORT/JU		00000000000000	00000000000000
2. JURY DEMAND	00000000000000	00000000000000	00000000000000
3. SERVICE FEES			
EACH DEF OVER ONE		00000000000000	00000000000000
NON RESID DEFEND		00000000000000	00000000000000
CERTIFIED MAIL		00000000000000	00000000000000
SUBPOENA FEE		00000000000000	00000000000000
ADDL PLAINTIFFS	00000000000000	00000000000000	00000000000000
4. WITNESS FEES 1.50/DAY .05M			
5. POST JUDGEMENT:			
ATTACHMENT		00000000000000	00000000000000
GARNISHMENT		00000000000000	00000000000000
EXECUTION		00000000000000	00000000000000
6. PUBLICATION		00000000000000	00000000000000
7. JUDGMENTS DATE:09/23/2019		00000000000000	00000000000000
8. PUBLIC LAW LIBRARY TAX			
9. COSTS FROM LOWER COURT:			
10. OTHER:			
COURT ADMIN FUND			
APPEAL COSTS		00000000000000	00000000000000
COPIES		00000000000000	00000000000000
MOTIONS	00000000000000	00000000000000	00000000000000
ATTY FEES	00000000000000	00000000000000	00000000000000
TOTAL COSTS	251.00	00000000000000	00000000000000

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE COSTS DUE IN THE SPECIFIED CASE:
 10/02/2019 ISSUED DATE

CLERK: JACQUELINE ANDERSON BY: _____
 RM 400 JEFF CO COURTHOUSE
 BIRMINGHAM AL 35203
 (205) 325-5355

RESOLUTION NO. 2019-182

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

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

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

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

Sam Gaston City Manager

Steven Boone Assistant City Manager/Finance Director

ADOPTED: This 25th day of November, 2019.

Council President

APPROVED: This 25th day of November, 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 November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

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

To: Sam Gaston, City Manager
From: Steven Boone
Date: November 22, 2019
C: Mayor and members of the City Council
Subject: BB&T Custodial Agreement

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

The City's MS financial advisor has solicited custodial service and fee proposals from area QPDs and has suggested the City utilize BB&T for the City's investment accounts. BB&T has provided the most competitive quote of 0.02% of the total market value of the accounts.

One of the reasons MS was selected back in 2009 was MS was able to access a larger universe of certificates of deposit necessary to maximize returns while investing with the \$250,000 FDIC limitation for each financial institution (U.S. Treasuries are sometime purchased when yields warrant then over bank CDs). The City still needs access to MS's CD inventory as CD rates remain slightly better than U.S. Treasuries.

I am recommending that the City continue utilizing MS to located CD and other fixed income securities that comply with Alabama law and the City's investment policy. The investments will be delivered to and held in book entry form by BB&T who will provide market valuations and monthly statements for the City. There will be no added fee for MS's services (only the current fee incorporated in the CD/investment net yield). Additionally, MS has committed to engage Clearwater Analytics, LLC, a third-party compliance service provider, to monitor the City's investments with respect to FDIC limits, compliance with Alabama law and the City's investment policy (again, no additional fee).

The MS advisor as well as the BB&T custodial arrangements may be cancelled at any time for any reason should the City desire.



Jeff Elliott
Vice President
Institutional Services Consultant

Branch Banking and Trust Company

Institutional Trust Services
2501 20th Place South
Suite 201
Birmingham, AL 35223
(205) 445-2235, Fax (205) 445-2275
Mobile (205) 222-7201
jtelliott@bbandt.com

Custody Access Letter

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

November 20, 2019,

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

634-071097, City of Mountain Brook
634-071201, City of Mountain Brook
634-071202, City of Mountain Brook

This access is essential, as Clearwater Analytics provides Morgan Stanley with a compliance monitoring solution. Therefore, the daily transfer of files, or the secure custody website access, should provide information on daily transactions, cash flows, and tax-lot holdings (a position-based file is acceptable only in the event a tax-lot level holding report is unavailable).

Please provide a point-of-contact for Morgan Stanley with whom Clearwater Analytics can communicate on a regular basis to address questions regarding transactions and holdings in City of Mountain Brook accounts.

If you require such authorization to be submitted in an alternate format, please respond to this email with requirements. If you are not a designated officer that can facilitate this request, please respond with the contact information for that individual or department.

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

If you are aware of an existing connection, please provide MSMC@clearwateranalytics.com (Ryan Shafer) with the following information: Platform name the data is coming from or Web URL, Connection Type (FTP, Website), Username, Technical Contact. Often this can be provided by your IT department.

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

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

Sincerely,

ALABAMA QUALIFIED PUBLIC DEPOSITORIES (QPDs)**as of September, 2019**

22nd State Bank(formerly First Exchange Bank)	Louisville	AL
Amerifirst Bank	Union Springs	AL
Ameris Bank	Moultrie	GA
AuburnBank	Auburn	AL
BancorpSouth Bank	Tupelo	MS
Bank Independent	Sheffield	AL
Bank of Brewton	Brewton	AL
Bank of Evergreen	Evergreen	AL
Bank of Hope	Los Angeles	CA
Bank of Moundville	Moundville	AL
Bank of the Ozarks	Little Rock	AR
Bank of Tuscaloosa, division of Synovus Bank	Tuscaloosa	AL
Bank of Vernon	Vernon	AL
Bank of Walker Cnty	Jasper	AL
Bank of York	York	AL
BankFirst Financial Servies	Columbus	MS
BankSouth	Dothan	AL
BBVA USA Bank	Birmingham	AL
Branch Bank & Trust	Winston-Salem	NC
Brantley Bank &Trust Company	Brantley	AL
Bryant Bank	Tuscaloosa	AL
Cadence Bank	Starkville	MS
Capital City Bank	Tallahassee	FL
CB&S Bank	Russellville	AL
CB&T Bank, division of Synovus Bank	Phenix City	AL
CCB Community Bank	Andalusia	AL
Centennial Bank	Conway	AR
CenterState Bank	Winter Haven	FL
Central State Bank	Calera	AL
Century Bank	Lucedale	MS
Cheaha Bank	Oxford	AL
Citizens Bank	Enterprise	AL
Citizens Bank	Robertsdale	AL
Citizens Bank	Greensboro	AL
Citizens Bank	Fayette	AL
Citizens Bank	Winfield	AL
Citizens Bank &Trust Company	Guntersville	AL
Citizens State Bank	Vernon	AL
Citizens Trust Bank	Atlanta	GA
Commercial Bank	Ozark	AL
Commonwealth National Bank	Mobile	AL
Community Bank &Trust	Union Springs	AL

Community Bank & Trust, division of Synovus Bank	Dothan	AL
Community Bank of Mississippi (formerly Community Bank, Coast)	Forest	MS
Community Neighbor Bank	Camden	AL
Community Spirit Bank	Red Bay	AL
Cullman Savings Bank	Cullman	AL
Escambia County Bank	Flomaton	AL
Eva Bank	Eva	AL
Exchange Bank of Alabama	Altoona	AL
F&M Bank	Piedmont	AL
Farmers & Merchants Bank	Lafayette	AL
Farmers & Merchants Bank	Waterloo	AL
First Bank	Wadley	AL
First Bank of Alabama	Talladega	AL
First Bank of Boaz	Boaz	AL
First Bank of Linden	Linden	AL
First Cahawba Bank	Selma	AL
First Citizens Bank	Luverne	AL
First Commercial Bank, division of Synovus Bank	Birmingham	AL
First Commercial Bank, division of Synovus Bank	Huntsville	AL
First Community Bank of Central AL	Wetumpka	AL
First Community Bank of Cullman	Cullman	AL
First Federal Bank	Tuscaloosa	AL
First Fidelity Bank	Ft. Payne	AL
First Financial Bank	Bessemer	AL
First Jackson Bank	Stevenson	AL
First Metro Bank	Muscle Shoals	AL
First National Bank	Hartford	AL
First National Bank	Dozier	AL
First National Bank & Trust	Atmore	AL
First National Bank of Brundidge	Brundidge	AL
First National Bank of Hamilton	Hamilton	AL
First National Bank of Pulaski	Pulaski	TN
First National Bank, division of Synovus Bank	Jasper	AL
First Southern Bank	Florence	AL
First Southern State Bank	Stevenson	AL
First State Bank of Clay County	Lineville	AL
First State Bank of DeKalb Cty	Fort Payne	AL
First State Bank of the South	Sulligent	AL
First US Bank	Thomasville	AL
FirstBank	Lexington	TN
FNB Bank	Scottsboro	AL
FNB Bank of Central Alabama	Tuscaloosa	AL
Friend Bank	Slocomb	AL
Hancock Whitney Bank	Gulfport	MS

HNB First Bank	Headland	AL
Hometown Bank of Alabama	Oneonta	AL
IBERIA Bank	Lafayette	LA
Liberty Bank	Geraldine	AL
Liberty Bank & Trust Company	New Orleans	LA
Marion Bank & Trust Company	Marion	AL
Merchants & Farmers Bank	Eutaw	AL
Merchants & Marine Bank	Pascagoula	MS
Merchants Bank of Alabama	Cullman	AL
Merit Bank	Valley Head	AL
Metro Bank	Pell City	AL
MidSouth Bank NA	Dothan	AL
Millennial Bank (formerly Covenant Bank)	Leeds	AL
Noble Bank & Trust	Anniston	AL
North Alabama Bank	Hazel Green	AL
Peoples Bank of AL	Cullman	AL
Peoples Bank of Greensboro	Greensboro	AL
Peoples Bank of Red Level	Red Level	AL
Peoples Exchange Bank	Beatrice	AL
Peoples Independent Bank	Boaz	AL
PeopleSouth Bank	Colquitt	GA
PeoplesTrust Bank	Hamilton	AL
Phenix-Girard Bank	Phenix City	AL
Pinnacle Bank	Jasper	AL
PNC Bank	Pittsburgh	PA
Premier Bank of the South	Good Hope	AL
Progress Bank & Trust	Huntsville	AL
Regions Bank	Birmingham	AL
Renasant Bank	Tupelo	MS
River Bank & Trust	Prattville	AL
Robertson Banking Company	Demopolis	AL
Samson Banking Company	Samson	AL
Security Federal Savings Bank	Jasper	AL
ServisFirst Bank	Birmingham	AL
Smart Bank	Knoxville	TN
Southern Bank Company	Gadsden	AL
Southern Independent Bank	Opp	AL
Southern States Bank	Anniston	AL
SouthFirst Bank	Sylacauga	AL
SouthPoint Bank	Birmingham	AL
State Bank & Trust	Winfield	AL
State Bank & Trust	Greenwood	MS
Sterling Bank, division of Synovus Bank	Montgomery	AL
SunSouth Bank	Dothan	AL

SunTrust Bank	Atlanta	GA
Sweet Water State Bank	Sweet Water	AL
Synovus Bank	Columbus	GA
The First, ANBA	Hattiesburg	MS
Town-Country National Bank	Camden	AL
Traders & Farmers Bank	Haleyville	AL
Traditions Bank	Cullman	AL
Trinity Bank	Dothan	AL
Troy Bank & Trust Company	Troy	AL
Trustmark National Bank	Jackson	MS
Union State Bank	Pell City	AL
United Bank	Atmore	AL
Valley National Bank	Wayne	NJ
Valley State Bank	Russellville	AL
Vantage Bank of Alabama	Albertville	AL
Wells Fargo	Charlotte	NC
West Alabama Bank & Trust	Reform	AL

BANKS VOLUNTARILY NOT PARTICIPATING IN SAFE

AB&T National Bank	Dothan	AL
Alostar Bank & Trust/State Bank	Atlanta	GA
Bank of Pine Hill	Pine Hill	AL
Beal Bank	Irondale	AL
First Progressive Bank	Brewton	AL
Oakworth Capital	Birmingham	AL

BB&T Retirement and Institutional Services

Investment Management/Custody Fee Agreement



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

1.0 Fee Schedule and Estimate

1.1 Annual Fee Schedule

Custody only
0.020% of the Total Market Value (02.00 basis points)

1.2 Fee Assumptions

The Fee Estimate in Section 1.3 has been prepared for City Of Mountain Brook (Client) as of 04/03/2019 (the Effective Date). The Estimate is based on the Assumptions listed below. If any of the Assumptions are incorrect, Client acknowledges that the Estimate may change. See our published fee schedule for a complete description of other charges that may apply. This fee estimate is valid for 90 days from the Effective Date and may be changed from time to time after advance notice.

- BB&T to serve as Custodian and act under the terms of the City Of Mountain Brook, Custody Agreement.
- All assets will be liquidated and arrive at BB&T in cash.
- Estimated market value of all assets: \$23,000,000
- Estimated annual additions: \$0

1.3 Fee Estimate

On-Going Annual Fees

Custodial Fee	\$4,600
<i>Estimated Annual Explicit Fee (based on the above assumptions)</i>	<u><u>\$4,600</u></u>

BB&T Retirement and Institutional Services

Investment Management/Custody Fee Agreement



2.0 Ancillary Charges

2.1 Transaction Charges

All Accounts

Checks, Credit Advices and ACH in excess of 2 per month, per account	\$15 each
Outgoing Wire Transfers	\$20 each

Custody and Non-Discretionary Trustee Accounts

Security Trades	\$20 each
Global Security Trades	\$25 each
Option Trades	\$50 each

3.0 Terms & Disclosures

3.1 Fees for Services.

For the investment management or advisory services, fiduciary, custodial, and/or administrative services, as applicable, which BB&T has agreed to perform in separate agreements (such as a trust, agency, or custodial agreement, administrative services agreement, and/or investment advisory agreement) (Separate Agreements) relating to the Account, Client agrees to pay BB&T certain fees according to the Fee Schedule shown in Section 1.1 above, as illustrated by the Fee Estimate provided in Section 1.3 above, subject to the assumptions and modifications contained in the Estimate. Nothing in this Agreement expands the obligations of BB&T under any Separate Agreements.

If BB&T will serve as Trustee under the Account's governing document, an additional charge of up to \$1,500 per year will apply.

Where extraordinary services are required or requested, an additional charge may result based on the time expended, expenses incurred, and the responsibility involved. Some examples of such services for which additional charges are made include: account reconciliation involving an ancillary trustee relationship, keying manual data, special asset handling, fund changes, extraordinary time working with client's accountants or auditors, and special research projects. Charges for these services are quoted upon request at current hourly rates. Charges for services to reclaim foreign taxes on investment income are based on expenses incurred.

Final fees will be deducted from the Account prior to asset distribution or transfer.

3.2 Revenue Sharing Disclosure

Only for non-discretionary custodial arrangements BB&T receives revenue shared by certain mutual fund companies (including 12b-1 fees) based on the dollar amount of assets invested with the fund. These amounts compensate BB&T for administrative and disclosure services performed on behalf of the fund. After disclosure of these revenues, and after good-faith negotiation, the Client and BB&T agree that these reimbursements constitute additional remuneration to BB&T for services rendered to the Account, and do not constitute Account assets.

3.3 Affiliated Services and Products Disclosure



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

Services and products featured herein may include some offered by affiliated companies of BB&T Retirement & Institutional Services. The fees for those services and products are in addition to the fees charged by BB&T Retirement & Institutional Services. As a result, BB&T Corporation, as a whole, receives more compensation than would otherwise be received if a non-affiliated service or product was used. When we offer any service or product to a client, we use the same process to offer both affiliated and non-affiliated services and products. When we have authority to select any service or product on behalf of a client, if our process shows affiliated services and products to be competitive with corresponding non-affiliated services and products, then we may select affiliated products and services. BB&T Retirement & Institutional Services expresses no opinion on the use of BB&T affiliated services and products when the client selects such services and products in a client directed account.

Specifically and not excluding other possible compensation, BB&T (or one of its affiliates) may receive investment advisory revenue or other compensation paid by Sterling Capital Funds based on assets invested in those funds. This revenue is disclosed in the prospectus for the Sterling Capital Funds. After disclosure of these revenues, and after good-faith negotiation, Client and BB&T agree these revenues constitute additional remuneration to BB&T for services rendered.

3.4 Omnibus Transactions Accounts Disclosure

For periods while data is verified or trades are settled, contribution amounts received may be held in an omnibus holding account. Similarly, for periods between liquidating investments for distribution and the time the distribution check is negotiated, the funds to cover the check may be held in an omnibus holding account. After disclosure of these credits, and after good-faith negotiation, Client and BB&T agree that the Account shall not be entitled to any interest or other credit for funds held in the omnibus holding account.

3.5 Source of Payment

Client directs BB&T to deduct all Fees from the Account.

3.6 Term

BB&T agrees not to change the Fee Schedule described in Section 1.1 for one year from the Effective Date of this Fee Agreement, so long as no Assumptions in the Fee Estimate materially change. Following this initial term, BB&T reserves the right to amend the Fee Schedule upon 30 days' notice to Client. BB&T reserves the right to cancel this Agreement without penalty or cost during the first 60 days of the initial term if, as part of its regular business underwriting process, BB&T determines not to provide services to the Account.

3.7 Frequency

Fees for Asset and Transition Services will be calculated and assessed as services are completed. Fees for Investment Management, Investment Management Expenses, Fiduciary, Administration and Custody Services are assessed monthly at one-twelfth the annual rate.

City Of Mountain Brook

Branch Banking and Trust Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Custody Agreement

Account Identifying Information

Client Name: _____ (the "Principal")

Account Name: _____

Effective Date: _____

Establishment

1.1 Appointment. The Principal appoints Branch Banking and Trust Company (the "Bank") as Custodian for certain assets of the Principal as the Principal may from time to time designate and transfer to the Bank as Custodian into the Custody Account.

1.2 Acceptance. The Bank accepts the appointment as Custodian subject to the terms and conditions of this Custody Agreement (the "Agreement"), and agrees to hold and administer the assets of the Custody Account and to execute this Agreement in accordance with its provisions.

1.3 Distribution. The Bank will distribute so much of the Custody Account, including income and principal, as Principal may direct from time to time, subject to any fees due and owing to the Bank. The Bank will not be liable for any loss or penalty arising from the liquidation of any investment as a result of such distribution directions.

Investment Direction

2.1 No Bank Discretion. The Bank shall follow the written directions of the Principal regarding the investment or reinvestment of the Custody Account assets. In following such directions, the Bank shall be relieved of any fiduciary responsibility for the investments. At the direction of the Principal or any Investment Manager, or in the absence of any directions from the Principal or any Investment Manager, the Bank is authorized to deposit otherwise uninvested cash in the Custody Account in a cash deposit program offered by BB&T, subject to the Terms and Conditions of the selected program. The Principal acknowledges receipt of the Terms and Conditions, and they are incorporated herein by reference.

2.2 Standard. In the exercise and performance of its powers and duties, the Bank shall act at all times with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. The Principal acknowledges that no representation has been made by the Bank concerning the investment performance of the Custody Account, and that the Custody Account assets are not insured by the Bank or by any government agency.

2.3 Mutual Funds. If directed by the Principal, the Bank is specifically authorized to invest in mutual funds registered under the Investment Company Act of 1940, including mutual funds to which Bank or an affiliate provides investment management, custody or other services and for which it receives compensation, or with which it has in common officers, directors or employees.

Powers and Duties of the Custodian

3.1 General Powers. The Bank is authorized to perform acts incidental to its duties under this Agreement at the direction of the Principal, including without limitation the following authority:

- a) To vote or to refrain from voting any stock held in the Custody Account personally or by proxy and to delegate the Bank's powers with respect to stock to a proxy.
- b) To exercise subscription, conversion and other rights and options and to make payments from the Custody Account in connection therewith.

- c) To take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other change affecting any property held as part of the Custody Account, and in connection therewith to delegate its powers and to pay assessments, subscriptions and other charges from the Custody Account.
- d) To employ agents, experts, and counsel, to delegate powers to, and rely upon information and advice furnished by, such agents, experts and counsel, and to compensate such agents, experts and counsel out of the Custody Account.
- e) From time to time to register any property in the name of its nominee or depository or in its own name or to hold it unregistered or in such form that title shall pass by delivery, provided that the records of the Bank shall at all times indicate the true ownership of such securities.
- f) To institute an interpleader action as necessary to resolve disputes that arise with respect to the Custody Account, and for the Principal to pay for such costs.

3.2 Records. The Bank shall keep accurate and detailed accounts of all investments, receipts, disbursements, distributions and other transactions. The Bank's accounts shall be open to inspection and audit by the Principal or any authorized representative at all reasonable times during business hours.

3.3 Statements. The Bank will provide the Principal with a monthly summary of all income and principal transactions and, within a reasonable period of time after the end of the Principal's fiscal year, an annual summary of such transactions and a statement of assets as of such fiscal year end. The Principal agrees that these accountings will be sufficient to comply with the rules and regulations regarding record keeping and confirmation requirements for securities transactions, and directs the Bank not to send notification of each individual transaction. Confirmations can be provided at the Principal's request for each individual securities transaction at no additional charge. When approved by the Principal, the Bank's account shall be binding on the Principal, and the Bank will be released and discharged from any liability or accountability to anyone with respect to all matters set forth therein. Failure by the Principal to object in writing to any specific items in an account within 180 days after its delivery to the Principal will constitute approval of the account by the Principal.

3.4 Disclosure of Information. Pursuant to Securities and Exchange Commission Rule No. 14b-2(b) under the Securities Exchange Act of 1934, the Bank is authorized is not authorized to disclose the Principal's name, address and security positions of current and future security holdings that may be held under this Agreement from time to time.

Administrative Provisions

4.1 Compensation. The Bank shall be entitled to such reasonable compensation for its services as may be agreed upon from time to time by the Principal and the Bank. The Bank shall be entitled to reimbursement for all expenses reasonably incurred by the Bank in the administration of the Custody Account. The Bank's compensation and expenses shall be paid by the Principal or from the Custody Account as directed by the Principal, or if left unpaid by the Principal for a period of more than 45 days from the Custody Account. Fees received by the Bank (or an affiliate) for investment management, custody or other services provided to mutual funds in which the Custody Account is invested, or for other services not contemplated by this Agreement (such as acting as broker), shall be in addition to and not in lieu of fees for serving as Custodian.

4.2 Expert Opinions. The Bank may employ and pay from the Custody Account reasonable compensation to agents, attorneys, accountants and other persons to advise the Bank as in its opinion may be necessary. The Bank may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected. The Bank shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such counsel, accountants or other such persons.

4.3 Instructions. The Bank will be entitled to rely on and be protected in acting on instructions from the Principal whether received in writing, by facsimile transmission, by electronic transmission, by telephone, in person, or by other means reasonably believed by the Bank to be from the Principal. The Principal acknowledges that the Bank has authority not to execute any transaction that the Bank reasonably believes may violate applicable statutes and

regulations or subject it to liability or loss.

4.4 Cost Basis. As part of the Emergency Economic Stabilization Act of 2008, Congress enacted specific legislation that significantly changes the way financial institutions are required to track and report cost basis information for client accounts. The goal of the legislation is to provide investors with the means to accurately report gains and losses on the sale of securities for their annual tax filings, as well as a method for the taxing authorities to verify the information. The Act also requires a default tax lot selection methodology of "First In – First Out (FIFO)" unless you request a different tax lot method. The Tax Lot Section Method: Tax Advantaged Other – Specify:

4.5 Indemnification. The Principal will fully indemnify and save harmless the Bank, its successors and assigns, from any loss resulting from liability to which the Bank may be subject by reason of any act or conduct except for the Bank's own willful misconduct or gross negligence in its capacity as Custodian, including all expenses reasonably incurred in its defense should the Principal fail to provide such defense. The Bank shall be under no duty to take any action other than as herein specified with respect to the Custody Account unless the Principal shall furnish the Bank with instructions in proper form; or to defend or engage in any suit with respect to the Custody Account unless the Bank shall have first agreed in writing to do so and shall have been fully indemnified to the satisfaction of the Bank.

4.6 Removal. The Bank may be removed by the Principal at any time upon written notice 30 days in advance of the removal. The Bank may resign as Custodian by filing with the Principal a written resignation, which shall take effect 30 days after the date of the filing, unless before that time a successor Custodian shall have been appointed by the Principal.

4.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties related to the Custody Account. The Bank shall have no duties whatsoever except as are specifically set forth as such in this Agreement, and no implied covenant or obligation will be read into this Agreement against the Bank.

4.8 Governing Law. The laws of the State of North Carolina will govern the interpretation and operation of this Agreement.

4.9 Amendment. This Agreement may be amended by a written agreement signed by both parties.

4.10 Successors. This Agreement is binding on the successors, assigns, and heirs to the parties hereof.

Principal:

By: _____

Title: _____

Date: _____

Branch Banking and Trust Company

By: _____

Title: _____

Date: _____



Wire Transfer Procedures Acknowledgement

This Wire Transfer Procedures Acknowledgement is jointly recognized this ____ (DATE) by and between Branch Banking and Trust Company ("Bank" or "BB&T") and ____ ("Client"). Each of the Bank and Client are a party ("Party" and collectively "Parties") to this acknowledgement.

These procedures are intended to clarify processes, roles and responsibilities of each Party to help ensure the timely and accurate execution of wire transfer requests. The Bank and Client acknowledge the following procedures, including the completion of applicable forms pertaining to wire transfers.

Acceptance and execution of request by bank. Client's wire transfer request is considered accepted by Bank only when Bank has successfully completed all applicable security procedures and has authorized processing of the transfer request. Wire transfer requests shall be received via timely e-mail, facsimile, or US mail (or similar means mutually acceptable to each Party and governmental regulators) from an authorized individual identified by Client. Bank reserves the right to reject any transfer requests for any reason; however, this does not in any way relieve Bank of its obligations set forth in Client's fiduciary, agency, or custody agreement. Client acknowledges that the Bank maintains deadlines for wire transfer requests. If Client's request is accepted prior to the deadline, it will be executed by Bank that wire transfer business day. A Client's request accepted after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank.

Cancellation or amendment of wire transfer request. Client may not be able to cancel or amend a request after it is received by Bank. However, Bank may, at its discretion, use reasonable efforts to act on the Client's request for cancellation or amendment. Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to cancel or amend the wire transfer.

Account statements. All wire transfers will be reflected on Client's periodic bank statement. In some cases, Bank will also notify Client in writing, electronically, or by a report produced by one of Bank's information reporting services. Client should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. Client must make claims for unauthorized or erroneous wire transfers in writing to the Bank upon discovery of the error or within 14 days after Client receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to compensate Client for the amount of an unauthorized or erroneous wire transfer.

Method used to make the wire transfer. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.

Duty of reasonable care. Bank shall exercise good faith and reasonable care in processing Client's wire transfers. Client shall similarly exercise good faith and reasonable care in communicating wire transfer requests to Bank, and in reviewing bank statements or notices for any discrepancies. Client is responsible for ensuring the accuracy of requests and Bank has no duty whatsoever to verify the accuracy of requests, nor will it be liable for losses or damages arising out of requests containing erroneous information. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind.

Choice of law. If this Acknowledgement is executed in a state where BB&T operates a branch office, the rights, duties and liabilities of the Parties to this Acknowledgement shall be subject to the laws, including, but not limited to Uniform Commercial Code Article 4A, as in effect in that state. If this Acknowledgement is execute in a state where BB&T does not operate a branch office, the rights, duties and liabilities of the Parties to this Acknowledgement shall be subject to the laws, including, but not limited to Uniform Commercial Code Article 4A, as in effect in the state of North Carolina. These choice of law provisions apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Client and the Bank agree that any lawsuit or other such proceedings arising from or relating to this Acknowledgement shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction. If any part of the wire transfer involves the use of the Fedwire, the rights and obligations of the Bank and Client regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

Inaccurate or incorrect requests. Client acknowledges that when Client provides Bank with a payee name, account number, and address upon requesting a wire transfer, that payment may be made by the payee's bank solely on the basis of the account number even if such account number identifies a payee different from the payee named by Client. Client furthermore acknowledges that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Bank has no obligation to detect errors in or to question Client's instructions, and Client assumes all risks of any losses resulting from such instructions. If Bank believes instructions are ambiguous or may contain errors, in its sole discretion it may, but is not obligated to, delay the execution of any wire pending receipt of clarification from Client.

Fees and Charges. In addition to Bank's fees and charges, Client shall be responsible for payment of all fees and charges of each domestic or foreign correspondent bank which facilitates a wire transfer or payment. It is customary that such fees and charges are assessed and withheld from the amount of the wire transfer or if assessed to the Bank, passed on to the Client.

Setup and Security Procedures. Client shall execute and update account documents identifying the Client representatives authorized to instruct Bank (such as an authorized signers form or other form which identifies authorized Client representatives, collectively, "Authorized Signers Forms") as Bank may require initially or in the subsequent event of material changes in the information contained therein. The Authorized Signers Forms shall specify the accounts subject to the service, the names of persons who are authorized representatives for purposes of initiating and validating wire requests, and other pertinent information as identified in the form. Client acknowledges that all wire transfer requests shall be subject to verification by means of any one or more of the following security procedures, or such other security procedure as the Bank may prescribe from time to time; (i) Telephone Call Back by Bank to Client; (ii) Identification Challenge Questions drawn from information in the Bank's system of record, or (iii) System Verification - consistent with procedures made available by Bank to Client. Client shall not disclose security procedures to any third party unless there is a legitimate business need to make such disclosure. Client shall establish and maintain security procedures to safeguard the information required to verify transfer instructions, and shall notify the Bank immediately if Client has reason to believe that a security procedure has been breached or disclosed to any unauthorized person, or learns of any unauthorized transfer or of any discrepancy in a transfer order. Client agrees that the security procedures described above, standing alone, are commercially reasonable.

Foreign Wires and Fees. If Client requests a wire transfer in U.S. dollars to a beneficiary in a foreign country, Bank may make the transfer in the currency of that country pursuant to our normal procedures at our buying rate of exchange on or before the transfer date. Such exchange rate may differ from rates offered or published by other sources. Client acknowledges and accepts all risks of currency exchange

rate fluctuations between the time a foreign wire request is initiated and the time it is completed. In the event payment of the amount involved shall not have been made by our correspondent bank and the purchaser requests a refund, the Bank will endeavor to notify its correspondent bank to cancel the transaction. Upon receipt by the Bank of confirmation of such cancellation, Bank will, subject to any licensing requirements applicable thereto, refund the amount of the transfer to the purchaser in U.S. Dollars, less Bank's expenses and those of its correspondent bank; and/or if in foreign currency, refund in U.S. Dollars at the Bank's buying rate for the said foreign currency on the date of the refund, less any Bank expenses and those of its correspondent bank. The Bank shall not be under any obligation to affect any refund unless and until funds provided to us for its payment shall have been made freely available to it by its correspondent bank.

Review Acknowledgement. Each Party affirms its review of this Procedural Acknowledgement, its ability to address and clarify associated questions in advance hereof, and its agreement to pursue in good faith the best-practice procedures presented in order to help ensure the accuracy and timeliness of all electronic funds and wire transfer transactions contemplated herein.

Acknowledged by:

Client Name:

By:

Title:

Date:

Branch Banking and Trust Company

By:

Title:

Date:



Retirement and Institutional Services

INDIVIDUAL(S) TO SIGN DOCUMENTS ON BEHALF OF ENTER CLIENT NAME AND PRESS TAB KEY WITH REGARD TO ACCOUNT NAME(S)

To: BB&T Retirement and Institutional Services

The following individuals are authorized to instruct BB&T on behalf of ENTER CLIENT NAME AND PRESS TAB KEY regarding the referenced account.

Name Title Signature

Phone Number Fax Number Email Address

Name Title Signature

Phone Number Fax Number Email Address

Name Title Signature

Phone Number Fax Number Email Address

Name Title Signature

Phone Number Fax Number Email Address

BB&T shall be entitled to rely upon any instructions from the individuals listed above until notified in writing otherwise. The client shall promptly advise BB&T regarding any changes to authorized client representatives.

Date: By: Signature Title

Physical Address

ENTER CLIENT NAME AND PRESS TAB KEY Signature Title

STREET ADDRESS 1 Signature Title

STREET ADDRESS 2 Signature Title

CITY, STATE ZIP Signature Title

COUNTRY Signature Title



BB&T COLLATERALIZED DEPOSIT PROGRAM

Investment Characteristics (as of 11/15/2019)

Total Net Assets (\$MIL):	\$366.22
Maturity:	No Stated Maturity
Interest Rate:	1.69%
Yield:	1.69%

Eligible States:

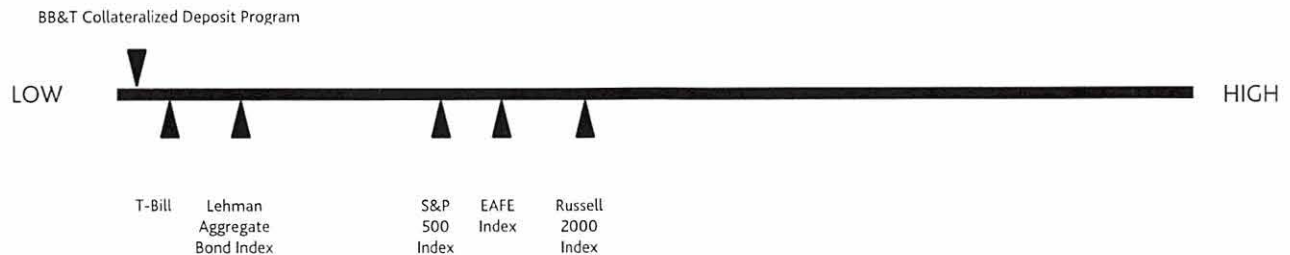
Alabama
 Florida
 Georgia
 Maryland
 New Jersey
 North Carolina
 Tennessee
 Texas
 Virginia
 South Carolina
 Pennsylvania

Description

The Collateralized Deposit (Program) is offered by Branch Banking & Trust Company (BB&T) as an option available to certain types of trust, agency or custody accounts at BB&T (BB&T Account) for the temporary investment of cash balances awaiting investment or distribution. Balances in this program are invested into a deposit account at BB&T.

Balances in this deposit account will be paid a rate of interest, which may fluctuate monthly based upon market conditions. BB&T seeks to credit deposit accounts with rates that are competitive on a risk-adjusted basis compared with other options available for a sweep program. Current interest rates are available at any time by contacting your BB&T Relationship Manager. Interest will accrue daily from the date of deposit to the last full day before the date of withdrawal and will be credited to your BB&T Account monthly. There is no minimum period that money must remain on deposit. There is no penalty and no notice requirement for withdrawals.

Potential Risk



The graph above represents the volatility of expected returns of various asset classes as measured by standard deviation.

Branch Banking and Trust, Member FDIC. Only deposit products are FDIC insured. BB&T and its representatives do not offer tax advice. Consult your tax or legal professional regarding your individual circumstances.

FDIC insurance currently covers up to a maximum of \$250,000 per account type. Other deposit accounts you hold in the same capacity at BB&T may reduce the coverage under this Program. **BB&T Collateralized Deposit Program. 11/15/2019.**

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MAYORAL APPOINTMENT 2019-183

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

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct synopsis of an announcement by the Mayor of the City of Mountain Brook during the regular meeting of the City Council conducted on November 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk