

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

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

DECEMBER 9, 2019, 7:00 P.M.

1. The City of Mountain Brook proclaimed a Human TraffickingFree Zone.
2. Approval of the minutes of the November 25, 2019, regular meeting of the Mountain Brook City Council.
3. Consideration: Resolution approving the conditional use application (lunchtime operation of a pick-up window) for Blueroot at 2822 Petticoat Lane.
4. Consideration: Resolution authorizing the execution of an agreement for managed print services for the Emmet O'Neal Library.
5. Consideration: Resolution authorizing the purchase of video software from the Asset Forfeiture fund for the detective division to facilitate investigations.
6. Consideration: Resolution setting a public hearing for January 13, 2020, to consider an ordinance authorizing the installation of traffic bollards along Beech Circle near the city limits with Birmingham and prohibiting northbound traffic beyond that point.
7. Announcement: The next regular meeting of the City Council is January 13, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
8. Comments from residents.
9. Adjourn.

City of Mountain Brook Proclaimed “Human TraffickingFree Zone”

WHEREAS, the City of Birmingham has been chosen to host the World Games 2021, an international sporting event that will bring thousands of athletes, as well as countless tourists and media, to the Birmingham metropolitan area; and

WHEREAS, an increase in tourists seeking entertainment, including commercial sex, increases the potential risk for exploitation and human trafficking. Traffickers are opportunistic hunters, and they see major sporting events and the hundreds of thousands of people who flock to sports venues as an opportunity for huge profits with very little risk of penalty or punishment.

WHEREAS, human trafficking is a form of modern-day slavery in which victims are forced to work in various forms of exploitation, including debt bondage, forced marriage, labor and commercial sexual exploitation, that are induced through force, fraud or coercion. The City of Mountain Brook, Alabama is committed to becoming a “TraffickingFree Zone” ensuring that our community is prepared to recognize signs of human trafficking; and

WHEREAS, due to its isolating nature, many individuals are unaware that trafficking exists in their neighborhoods. The first step in eliminating human trafficking in our community is to educate others. We must work diligently to ensure that all front-line industries are aware of this issue and how to spot it.

NOW, THEREFORE I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim that we will continue our efforts to combat the commercial sexual exploitation of our children and vulnerable adults, and mitigate the associated public safety, economic, and health risks to our community, in collaboration with the Child Trafficking Solutions Project, the U. S. Institute Against Human Trafficking, and other anti-human trafficking organizations by,

COMBATING COMMERCIAL SEXUAL EXPLOITATION THROUGH COMPREHENSIVE EDUCATION OF OUR TEAM AND THE IMPLEMENTATION AND ENFORCEMENT OF A ZERO-TOLERANCE POLICY AGAINST ANY ACT WHICH MAY SUPPORT HUMAN TRAFFICKING

and ask ALL residents of the City of Mountain Brook join us in promoting a shift away from the culture of tolerance toward human trafficking.

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

Stewart H. Welch III, Mayor



FOR IMMEDIATE RELEASE

Media Contact: Mr. Jordan Giddens,
Community Engagement Coordinator, Child Trafficking Solutions Project
Tel: (205) 876-6088 | Email: jgiddens.ctsp@gmail.com

City of Mountain Brook to Become "TraffickingFree Zone"

(Mountain Brook, AL) – December 6, 2019

Mayor Stewart Welch and the Mountain Brook City Council are expected to sign a proclamation during Monday's City Council Meeting (6 p.m. at Mountain Brook City Hall) that would make the City of Mountain Brook the second "TraffickingFree Zone" in the state of Alabama.

The proclamation, similar to the Drug Free Zone initiatives in the early 2000s, requires that: 1) all city staff receive human trafficking training, and 2) the city adopt a "zero-tolerance" policy regarding purchasing commercial sex at work. The TraffickingFree Zone initiative is a nation-wide program of the U.S. Institute Against Human Trafficking (USIAHT), and local anti-trafficking coalition, the Child Trafficking Solutions Project (CTSP), which is an initiative of the Children's Policy Council and the Jefferson County Family Court.

Mayor Stewart Welch said that, "The City of Mountain Brook takes this issue very seriously, and we vow to train our entire city staff, including first responders, to ensure that our children are safe and that our community is informed about human trafficking and what to do if they suspect a case of human trafficking."

Geoff Rogers, CEO of USIAHT, said, "We are elated that Mountain Brook is taking the steps to become a TraffickingFree Zone, and are encouraged by the community response and willingness to tackle this issue in preparation for The World Games 2021 Birmingham. Traffickers capitalize on the dramatic increase in demand during large community events, and these proclamations are a great step to ensure that the community is fully prepared before hosting one of the world's largest sporting events."

Jordan Giddens, Community Engagement Coordinator for the Child Trafficking Solutions Project, said that, "We are seeing an enormous ripple effect throughout the entire Birmingham metro community since the first TraffickingFree Zone was established last week, as the City of Birmingham will also sign their own TraffickingFree Zone Proclamation on Tuesday. Our goal is to have every municipality in Jefferson County signed on and trained before The World Games 2021 Birmingham."

To learn more about human trafficking and how you can help, please visit Homeland Security's Blue Campaign website (dhs.gov/blue-campaign). If you or your business are interested in becoming a TraffickingFree Zone or would like to receive human trafficking awareness training, please visit the website for the U.S. Institute Against Human Trafficking (usiaht.org).

If you suspect a human trafficking instance or emergency, please either call the National Human Trafficking Hotline at 1-888-373-7888 or text HELP to BeFree (233733), or call the Department of Homeland Security's trafficking hotline at 1-866-DHS-2-ICE (1-866-347-2423).

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

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

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

Absent: None

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

1. AGENDA

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

2. EXECUTIVE SESSION AND ADJOURNMENT

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

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

Nays: None

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

3. CERTIFICATION

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

City Clerk
Approved by City Council December 9, 2019

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

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

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

Absent: None

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

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

1. RECOGNITION OF GUESTS

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

2. PRESENTATION

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

3. CONSENT AGENDA

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

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

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

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

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

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

Nays: None

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

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

4. ANNOUNCEMENTS

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

5. ADJOURNMENT

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

6. CERTIFICATION

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

City Clerk
Approved by City Council December 9, 2019

EXHIBIT 1

RESOLUTION NO. 2019-176

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

EXHIBIT 2

RESOLUTION NO. 2019-177

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

EXHIBIT 3

RESOLUTION NO. 2019-178

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

RESOLUTION NO. 2019-190

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation of a pick-up window) for Blueroot at 2822 Petticoat Lane.

ADOPTED: This 9th day of December, 2019.

Council President

APPROVED: This 9th day of December, 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 December 9, 2019, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk



Dana Hazen
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: December 9, 2019
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, Director of PB&S
RE: Conditional Lunchtime Food Use – Blueroot (pre-packaged salads to go)
2822 Petticoat Lane

Request for lunchtime operation of a pick-up window, vending premade salads onto the public sidewalk along Petticoat Lane. The proposed space consists of a 180 sf back-of-house space between Patina and the Doll House shop. No seating is proposed in conjunction with this operation. One employee is proposed.

On November 20, 2019, the VDR Committee approved the façade and exterior door improvements.

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.



December 2, 2019

City of Mountain Brook, AL
Attn: Dana Hazen and City Council
Planning, Building & Sustainability
56 Church Street
Mountain Brook, AL 35213

**RE: Blueroot Company Conditional Use Application for 180 SF Food Pickup Lunch Window
2822 Petticoat Lane, Mountain Brook, AL 35223**

To Whom It Concerns,

Blueroot Company (bluerootco.com) is hoping to expand their presence into Mountain Brook by creating a pickup location for their nutrient rich and produce forward prepared foods. This would take place by operating in a portion (180 SF) of the current Patina retail space at the corner of Culver Road and Canterbury Road. There is currently an exterior door on the sidewalk along the Culver Road side which would become the new pickup location. The door would be modified with a new architectural Dutch door which would act as the "pickup window". Inside the space would be One (1) employee with a refrigerator full of prepared foods (these would be prepared at their current commissary kitchen downtown) as well as different drink options.

The single employee manning the window will be parking in the all-day parking as noted in the current Mountain Brook Village All Day/Employee Parking exhibit.

The intent of this location is to provide a healthy, quick option for shoppers, walkers, retail employees, etc. who would not necessarily be sitting down for an extended lunch.

Attached you will find the exhibit that was submitted and approved with the Village Design Review.

Please do not hesitate to call or email with any questions.

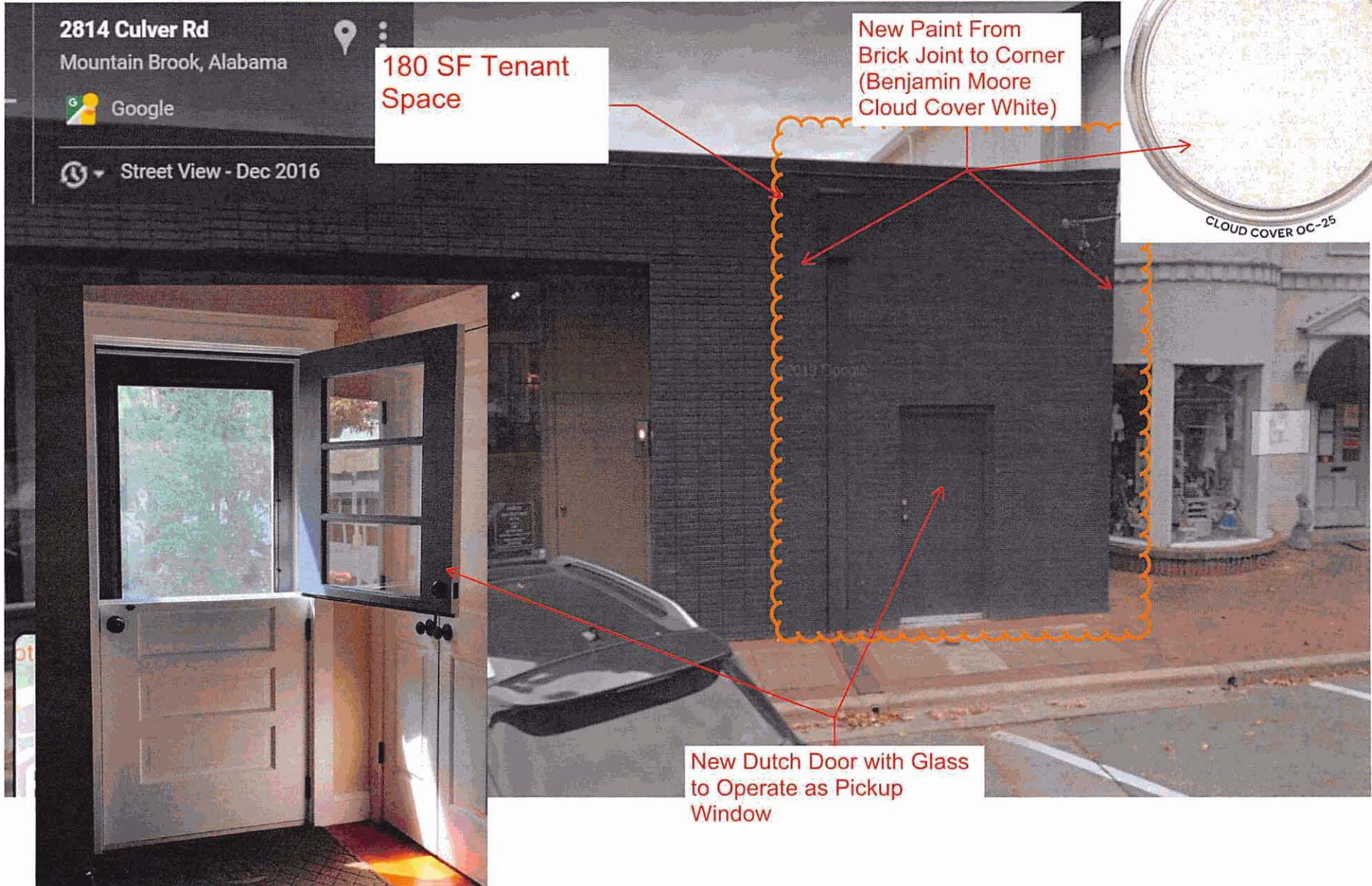
Sincerely,

John McCary
jmccary@radermccary.com
205-597-4493

2822 Petticoat Lane Subtenant Space Scope of Work

- Drywall Patched and ready for paint
- New drywall ceiling with can lights
- 1 Ton HVAC mini split
- Electrical plugs for refridgerators
- New dutch door to operate at service window
- Interior and Exterior paint
- New company logo signage
- Added rear door for access to restroom and mop sink

2822 Petticoat Lane Exterior Improvements Exhibit





Google Earth

© 2018 Google

40 ft

Sum of Vouchers Above	\$74,101.00	\$59,925.50	\$3,200.00	\$10,975.50
Beginning Cash Balances (Calculated)	\$356,876.12	\$328,947.53	\$7,600.00	\$20,328.59
Ending Cash Balances (From User Report) *DO FIRST*	\$430,977.12	\$388,873.03	\$10,800.00	\$31,304.09
		10010018899	15310018899	55410018899
Interest allocation	\$536.85	\$493.90		\$42.95
		\$493.90	\$0.00	\$42.95
Negative interest adjustment (so as not to mess with formulas)				
		10034074400	15334074400	55434074400
	\$431,513.97	\$389,366.93	\$10,800.00	\$31,347.04
Other transactions to be recorded:				
Bad Checks (Credit Card Chargeback)	(\$190.00)	10012500000	15310018899	55410018899
Bank fees Iberia (credit cards)	\$0.00	10012136307		
Bank fees	\$0.00	10012136307		
ACH return settlement	\$0.00	10012500000		
Stop pmt fee		10012136307		
Unknown over/short	\$0.00	10012126306		
Deposit difference		10012126306		
Bank fee for check copies	\$0.00	10012136307		
	\$0.00			
		Iberia combined		
Reconciled Balance Below (With Adjustments)	\$431,323.97	(\$190.00)		
	(\$431,323.97)	\$389,176.93		
	\$0.00	\$388,986.93		

Sum of Vouchers Above	\$74,101.00	\$59,925.50	\$3,200.00	\$10,975.50
Beginning Cash Balances (Calculated)	\$356,876.12	\$328,947.53	\$7,600.00	\$20,328.59
Ending Cash Balances (From User Report) *DO FIRST*	\$430,977.12	\$388,873.03	\$10,800.00	\$31,304.09
		10010018899	15310018899	55410018899
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Stop pmt fee		10012136307		
Unknown over/short	\$0.00	10012126306		
Deposit difference		10012126306		
Bank fee for check copies	\$0.00	10012136307		
	\$0.00			
		Iberia combined		
Reconciled Balance Below (With Adjustments)	\$431,323.97	(\$190.00)		
	(\$431,323.97)	\$389,176.93		
	\$0.00	\$388,986.93		

RESOLUTION NO. 2019-191

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution the MDS/Maintenance Agreement between the Emmet O'Neal Library and Kyocera, in the form as attached hereto as Exhibit A, with respect to managed print services.

ADOPTED: This 9th day of December, 2019.

Council President

APPROVED: This 9th day of December, 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 December 9, 2019, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk



2192 Parkway Lake Drive
 Birmingham, AL 35244
 205-201-7239 / 1-844-841-9872

MDS/MAINTENANCE AGREEMENT

SALES REP Todd Burbank
 P.O. NUMBER _____
 CUSTOMER NUMBER _____
 Contract Term 24 Months

CUSTOMER INFORMATION			
SHIP TO:		BILL TO:	
COMPANY NAME Emmet O'Neal Library		COMPANY NAME Emmet O'Neal Library	
ADDRESS 50 Oak Street		ROOM/SUITE	ADDRESS 50 Oak Street
CITY Mountain Brook	STATE AL	ZIP 35213	CITY, STATE ZIP Mountain Brook, AL 35213
CONTACT NAME Lindsay Gardner		PHONE (205) 879-0459	CONTACT NAME Lindsay Gardner
EMAIL ADDRESS lgardner@eolib.org		FAX	PHONE (205) 879-0459
FAX		EMAIL ADDRESS lgardner@eolib.org	
<input type="checkbox"/> PRODUCT MAINTENANCE & SUPPLIES AGREEMENT <small>INCLUDES - TONER, DEVELOPER, DRUMS OR PHOTOCONDUCTORS, FILTERS, PARTS, PREVENTATIVE MAINTENANCE & LABOR</small> <small>EXCLUDES - PAPER, STAPLES, LABELS OR TRANSPARENCIES</small>		<input type="checkbox"/> PRODUCT MAINTENANCE AGREEMENT <small>INCLUDES - PARTS & LABOR</small> <small>EXCLUDES - SUPPLY UNITS, PAPER, STAPLES, LABELS OR TRANSPARENCIES, FUSER, MAINTENANCE KITS</small>	
		<input checked="" type="checkbox"/> MANAGED PRINT SERVICES AGREEMENT <small>INCLUDES - TONER, PARTS, MAINTENANCE KITS, QUARTLEY REVIEW</small> <small>EXCLUDES - PAPER, STAPLES, LABELS, OR TRANSPARENCIES</small>	

EQUIPMENT COVERED UNDER AGREEMENT

Model	Serial Number	Equipment ID#	Begin Meter
HP LaserJet M602	CNDCG8COMJ		
HP LaserJet M604	CNDCJ7FOC2		
HP Color LaserJet CP2025dn	CNGS336062		
HP Color LaserJet CP2025dn	CNGS712023		
HP Color LaserJet M451dn	CNDF296899		
HP Color LaserJet M451dn	JPBDQ11833		
HP Color LaserJet M451dn	CNDF18484		
HP Color LaserJet M451dn	CNDF296902		
HP Color LaserJet M451dn	CNDF296900		

Additional Equipment Listed on Schedule A

CONTRACT PRICING

Customer shall be invoiced **\$ 164.88** basis to include 2,700 black & white prints
 monthly quarterly annual and 2,300 color prints

 B/W Base Rate black & white Other prints
 Color Base Rate color other prints

Excess prints shall be billed on a(n) basis at a rate of 0.0252 per black & white prints
 monthly quarterly annual and 0.0750 per color prints

Excess Other prints shall be billed on a(n) basis at a rate of per black & white prints
 monthly quarterly annual and per color prints

NOTES All volume to be pooled between all devices.

CUSTOMER ACCEPTANCE

This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures. *See reverse for additional terms.*

X _____
 Customer Signature Printed Name and Title Date

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Print Management Service Agreement (PMSA) and Managed Document Solution Agreement (MDSA) includes toner, developer, Preventative Maintenance (PM) kits and drums in the amount consistent with manufacturers published yields and servicing intervals.

A. Phone Support/ Help Desk

Phone Support and Help Desk is a service to provide assistance with key operator features as it relates to any device on this contract. Service calls may initially be supported by the help desk. This contract does not cover external devices, i.e. routers, switches, desktop, or laptop computers and servers. A separate Managed Network Services (MNS) agreement is required for these services.

2. SERVICE CALLS

Service calls covered under this agreement will be made during normal business hours (8:00 a.m. – 5:00 p.m.) at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and/or holidays, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

A. It is understood that the obligation of Kyocera Document Solutions Alabama hereinafter referred to as KDS AL for service and maintenance under this agreement shall be limited to only the equipment located at address specified on reverse side.

B. Service calls resulting from (a) malfunction of or damage caused by associated peripheral equipment not listed in the agreement, or (b) use of paper and toner or other supplies not meeting KDS ALs specifications, or (c) operator or user error, (d) failure to perform operator maintenance as defined in the operator manuals, will be invoiced to the Customer at KDS ALs then current Standard Service Rates.

C. Maintenance service does not include performing service connected with the relocation of the equipment. All services rendered in connection with equipment relocations will be invoiced to the Customer at KDS ALs then current Standard Service Rates. Customer agrees to notify KDS AL of any Customer performed relocations. Failure to do so may cause delays in response time when a service call is received for said equipment.

D. No other agreements, representations or understanding, expressed or implied, not specified herein, apply to the agreement or services furnished hereunder.

E. When in its sole discretion KDS AL determines a shop reconditioning is necessary to keep the equipment in working condition, KDS AL will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under the maintenance agreement. If the Customer does not authorize such reconditioning, KDS AL may discontinue service of the equipment under this agreement or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.

F. Electrical or mechanical work external to the equipment and/or system is not covered under this agreement.

G. Repair and/or maintenance required to fix damages, malfunctions or service failures caused by (a) Customer's repair, modifications or movement of the equipment or (b) abuse, misuse or negligent acts or (c) acts of God or natural disasters are not covered under this agreement.

H. In no event shall KDS AL be liable to the customer or any other party for any lost profits or special, incidental or consequential damages (including negligence) arising out of or in connection with this agreement.

I. Excludes repair and/or replacement of all network printing, scanning, faxing functions effected by updates, changes and/or modifications of the customer's network whether by the customer, customer operating systems or contractor thereof or external network accessories, or systems not affiliated with the equipment covered by this agreement. JetDirect cards and Fiery Controllers are not covered under this agreement.

J. When KDS AL deems necessary, loaner equipment will be provided until the contracted equipment is repaired and deemed serviceable. Service loaners remain the property of KDS AL.

K. Equipment deemed by KDS AL as unserviceable and beyond economically feasible repair, due to excessive age or usage, may be discontinued from contractual coverage.

4. TERM

This annual agreement shall become effective upon KDS AL receipt of signed agreement and/or payment of the initial annual maintenance charge provided in this agreement hereof and shall continue for twelve months after the effective date. This agreement is non-refundable, non-transferable.

5. CHARGES/CHANGES

The annual initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of KDS AL invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. Print Coverage in excess of 8% may require a change in the charges set forth herein. Freight charges may be applied, and additional supplies will be billed at the then prevailing rate. Repair and/or maintenance of said equipment not covered by this agreement will be separately charged at KDS ALs current Standard Service Rates. A print is letter size. UPS/ Fuel Surcharges may be applied as deemed necessary due to increased cost.

6. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: 1) KDS AL may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at KDS AL Standard Service Rates and 2) the Customer agrees to pay KDS AL costs and expense of collection including all attorney's fee incurred in collection. If equipment is moved to a new service zone, KDS AL shall have the option to charge, and the Customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If equipment is moved beyond KDS AL published service zones, KDS AL has the right to cancel the maintenance agreement.

7. AGREEMENT TERMINATION

This agreement may be terminated, with or without cause, by KDS AL with no less than thirty days prior written notice. In the event that KDS AL terminates this agreement due to Customer's breach, or if the Customer elects to terminate this agreement prior to the expiration of initial term or any renewal terms, without cause, the Customer will be responsible for payment of early termination charges. The charges shall be calculated by the average of the three most recent billing periods, then multiplied by the number of months remaining in the initial term or renewal period.

8. CUSTOMER METER READING and REPORTING OBLIGATIONS

Customer agrees to provide KDS AL with accurate and timely meter readings at the end of each applicable billing period, by manually collecting and submitting via email or through the use of KDS AL's Monitoring Software, during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of the Monitoring Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the Monitoring Software.

Initial here _____ if you wish to DECLINE the use of Automated Meter Collection

9. ADDITION OF EQUIPMENT (MDS ONLY)

Customer is required to immediately notify KDS AL upon installation of any additional equipment at Customer's site upon installation, if KDS AL deems equipment serviceable, such equipment shall automatically be covered by this agreement and shall be considered the equipment for all purposes under this agreement.

10. MISCELLANEOUS

A. This agreement and any amendments thereto shall be governed in accordance with the laws of the State of Alabama.

B. KDS AL will not be liable for any failure to perform which may be attributable to (a) the inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, (b) the interruption of transportation, (c) government regulation, labor disputes, strikes, war, fire, flood, accident, or other cause beyond KDS ALs control making it impractical for KDS AL to perform, (d) manufacturer backorders and/or discontinuation of parts.

C. This agreement shall be binding upon and inure to the benefit of the Customer, KDS AL, and their respective successors and assigns.

INITIAL _____

RESOLUTION NO. 2019-192

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Police Chief to purchase the iNPUT ACE Perpetual Licenses (download version), as more fully described in Exhibit A attached hereto, from the Asset Forfeiture Fund to facilitate police investigations.

ADOPTED: This 9th day of December, 2019.

Council President

APPROVED: This 9th day of December, 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 December 9, 2019, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

Memorandum

To: Deputy Chief Hagood

From: Lt. C. Clark

Date: 11/04/2019

Re: Asset Forfeiture Expenditure Recommendation

*\$3,495 one-time plus
\$995 annual maintenance
thereafter.*

I would like to recommend that the department purchase Input Ace software for the handling and processing of digital video evidence. I was first introduced to this software at the FBINA where a presentation was made. I sent Cpl. Stephens to a training seminar on the software so he could evaluate it. Below is his recommendation of the software and how it can help the department"

Input-Ace is software that excels in the handling and processing of digital video evidence. From research I've done comparing different software utilities and training, I've determined that Input-Ace has the following strengths that place it near the top of the industry:

1. The ability to import a high percentage of the **proprietary video formats** in use today. The majority of the security/surveillance video systems in use today utilize a proprietary video format that typically requires the use of their unique video player software. These players are not intended for evidence processing and don't typically allow any type of editing, enhancement or frame analysis. The video is often highly compressed (lower quality) when used with the proprietary player.
2. **Ease of use.** Input-Ace has a very easy to use interface that will be easier to use by personnel that may not use it every day. This is extremely important for the user that isn't a full time video analyst that has the advantage of familiarity and experience.
3. **Frame analysis.** Input-Ace is the best software for analyzing individual video frames and their metadata. Most video evidence software only parses out metadata for the video file as a whole, not individual frames. Frame analysis can be very effective in use-of-force cases where there is body cam or PD building camera video (such as in the jail or booking room). Proprietary video players have been shown to drop frames or have inconsistent playback in regards to timeline. This can make the physical actions of personnel on video appear to be faster, or more violent, than they actually were. This software was used to refute the "expert" testimony in the case of a Madison PD officer injuring an Indian man while taking him to the ground. Frame analysis showed that several frames were dropped, essentially speeding up time in the playback of the video. The prosecutor's "expert" witness had made speed calculations (to determine level of

force or aggression) based on the frame rate of the video without taking into account there were several frames missing. The prosecutor's witness had also made some of those calculations based on the positioning of the suspect's face in relation to the ground where Input-Ace software was able to show that the suspect's entire upper body was out of frame of the video. This revealed that the expert witness had made calculations based on his best guess of the suspect's body position, not actual physical evidence. Another aspect of frame analysis is determining if the video and audio files are properly aligned. Input-Ace was also used on the case in South Carolina involving the shooting of Walter Scott. Input-Ace software helped investigators determine that the audio (sound of gun shots) was drastically behind the video, making it seem that the shots were fired much later in the incident than they were.

4. **Video editing.** Input-Ace has a very easy to use editing function that allows multiple videos from different sources, batch videos and video streams to be combined in a linear fashion. Professional level presentations can be produced for court to aid in prosecution. There is also a very good report writing feature that allows the user to incorporate actual video files, screen captures and other demonstratives to be included in the narrative, which is typically exported as a PDF (yep, it will allow you to embed a video into a PDF document).
5. **Video conversion.** Input-Ace can convert any format that it is able to import into a more user-friendly format, such as .avi, .mov and mp4, in a lossless process. This will allow me to convert proprietary video formats into a file that the detectives can use on their computers with VLC or Windows Media Player. Other conversion software utilities typically compress the video in this process, rendering a video of lower quality and resolution.

The above listed capabilities are either unique to Input-Ace within the industry or are executed in a much more effective way. There are some video forensic utilities that are stronger than Input-Ace on the video enhancement capability but fall short on the front end of the process. If the software can't recognize and import the video file, the video processing never starts.

I also asked him to evaluate the purchase options for our department. His explanation of the options and recommendation is below:



INPUT ACE Perpetual Licenses Downloaded version, accessible on one computer - \$3,495, includes first year of maintenance. \$995 each additional year of maintenance.

INPUT ACE Dongle Licenses accessed with a USB Dongle - \$2,495, includes first year of maintenance. \$1,995 each additional year of maintenance. Downloaded onto multiple computers and accessed with a USB dongle."

I would think the first option, perpetual license, would fit our needs best. I'll be the only person running the software and it takes a pretty substantial PC (big graphics card, fast processor, a lot of RAM) to run the software effectively. It would also be cheaper per year making it a better buy after the two year mark.

Based on the evaluation and recommendation of Cpl. Stephens, I recommend we use Asset Forfeiture fund monies to purchase the software under the Perpetual License option. Since the first year of maintenance is included, we could then add an additional \$995.00 into the budget for the following years for maintenance. If you are interested in seeing more about it, you can go to their website at <https://input-ace.com/>.

RESOLUTION NO. 2019-193

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council shall conduct a public hearing on January 13, 2020, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider an ordinance placing traffic bollards across Beech Circle near the municipal limits with the City of Birmingham and making northbound traffic beyond that point unlawful and install no through traffic signage along Beech Circle. A draft of the notice of public hearing follows:

“NOTICE OF PUBLIC HEARING

**PROPOSED ORDINANCE TO REGULATE NORTHBOUND TRAFFIC
BEYOND A CERTAIN POINT ALONG BEECH CIRCLE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, January 13, 2020, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider a proposed ordinance placing traffic bollards across Beech Circle near the municipal limits with the City of Birmingham and making northbound traffic beyond that point unlawful and install no through traffic signage along Beech Circle. A draft of the proposed ordinance to be considered follows:

‘ORDINANCE NO. 20__

**AN ORDINANCE TO PROVIDE FOR PLACEMENT OF TRAFFIC BOLLARDS ACROSS
BEECH CIRCLE NEAR THE MUNICIPAL LIMITS WITH CITY OF BIRMINGHAM, MAKE
NORTHBOUND TRAFFIC FROM THAT POINT UNLAWFUL, AND INSTALL NO THROUGH
TRAFFIC SIGNAGE ALONG BEECH CIRCLE**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama (the “City”), as follows:

Section 1. Traffic control bollards shall be installed across Beech Circle at a point in the City lying immediately south of the municipal boundary between it and City of Birmingham.

Section 2. It shall be unlawful for the driver of any vehicle being operated in the City along or near the 200 block of Beech Circle to cause or allow that vehicle to travel from the traffic control bollards across that road in a northerly direction toward Montclair Road (a thoroughfare lying in the City of Birmingham).

Section 3. It shall be unlawful for the driver of any vehicle being operated in the City to enter the City by traversing that part of Beech Circle lying in the City of Birmingham and then travel from the traffic control bollards across that road in a southerly direction.

Section 4. No Thru Traffic signage shall be installed on the east margin of the right of way along the 200 block of Beech Circle.

Section 5. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 6. All ordinance or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 7. If a court or competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability if the other provisions of this ordinance shall not be affected.

Section 8. This ordinance shall become effective when published as required by law.'

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.

CERTIFICATION

I, Steven Boone, City Clerk for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed amendment to the zoning ordinance and of public meeting thereupon set forth above to be published and provided in the manner specified by the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Cahaba River Walk, 3503 Overton Road
Overton Park, 3020 Overton Road

Steven Boone, City Clerk"

ADOPTED: This 9th day of December, 2019.

Council President

APPROVED: This 9th day of December, 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 December 9, 2019, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk