

CITY OF HOOVER
CITY COUNCIL MEETING

AGENDA

MONDAY, SEPTEMBER 21, 2020

6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes –August 13, 2020 (Work Session), August 17, 2020 (Regular Meeting) and September 8, 2020 (Regular Meeting)
6. Announcements, Reports, Guest Recognitions, Employee Recognitions, and Proclamations.

Consent Agenda

The Consent Agenda is presented by the Council President at the beginning of a Council Meeting. Items presented on the Consent Agenda are considered routine and non-controversial. They are adopted by general consent without debate. Items may be removed from the Consent Agenda by the request of any one member. If an item is removed it may be considered either immediately after the Consent Agenda is approved or considered later on the agenda at the discretion of the Council President and City Council.

7. Payment of Bills.
8. Resolution Number 6322-20 – A Resolution Approving An Alcohol License for Family Dollar Stores Of Alabama LLC D/B/A Family Dollar Store 31205, 3202 Lorna Road, Lonnie McCaffety, Bruce Walters, William Old, Jr., Executive(s).
9. Resolution Number 6318-20 – Resolution Authorizing The Mayor To Fill Certain Employee Position Vacancies.
10. Resolution Number 6324-20 - A Resolution Authorizing The Mayor To Execute An Agreement With Tyler Technologies.
11. Resolution Number 6321-20 - A Resolution Amending The Budget For The Fiscal Year Ending September 30, 2020.
12. Resolution Number 6326-20 – A Resolution Authorizing The Mayor To Sign The Necessary Documents For United States Steel Corporation Bonds.

13. Resolution Number 6323-20 – A Resolution Authorizing The Mayor To Execute An Amendment To Option Contract With G. B. Vincent.

Regular Agenda

14. Resolution Number 6320-20 – A Resolution Approving The Continuation Of The Amended Budget for Fiscal Year 2019-2020.
15. Resolution Number 6319-20 - A Resolution Authorizing The Mayor To Execute A Renewal For An Assignment Of Benefits Agreement And Necessary Documents With BCS Insurance Company For Stop-Loss Insurance Coverage.
16. Resolution Number 6325 - *public hearing* - A Resolution Declaring A Weed and Other Vegetation Nuisance and Directing the Abatement of Said Nuisance Pursuant to Alabama Law.

1st Reading For October 5, 2020 (*No Action To Be Taken At This Meeting*)

17. Resolution Number 6317-20 – **Public Hearing** - A Resolution For The Abatement Of Public Nuisance Due To Weeds And/Or Grass.

Other Items

18. Comments/Questions.
19. Adjourn.

RESOLUTION NUMBER 6322-20

A RESOLUTION APPROVING AN ALCOHOL LICENSE FOR FAMILY DOLLAR STORES OF ALABAMA LLC D/B/A FAMILY DOLLAR STORE 31205, LONNIE MCCAFFETY, BRUCE WALTERS, WILLIAM OLD, JR., EXECUTIVE(S)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. The City Council of the City of Hoover, Alabama, hereby approves the alcohol license for Family Dollar Stores of Alabama LLC d/b/a Family Dollar Store 31205, located at 3202 Lorna Road, Hoover, Alabama, for the sale of 050- Retail Beer (Off Premises Only) and 070- Retail Table Wine (Off Premises Only); Lonnie McCaffety, Bruce Walters, William Old Jr, executive(s).

APPROVED and ADOPTED, on this the 21st day of September, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

RESOLUTION NUMBER 6318-20

**A RESOLUTION AUTHORIZING THE MAYOR TO FILL
CERTAIN EMPLOYEE POSITION VACANCIES**

WHEREAS, the City Council of the City of Hoover, Alabama adopted Resolution Number 6225-20 in response to the Governor's Declaration of a State of Emergency due to the COVID-19 virus; and

WHEREAS, the City Council of the City of Hoover, Alabama also declared a State of Emergency due to the virus on the 16th day of March, 2020 by adoption of Resolution Number 6225-20; and

WHEREAS, the City Council of the City of Hoover, Alabama froze all hiring for vacant approved positions and where no offer had been made; and

WHEREAS, the City Council of the City of Hoover, Alabama finds that it is a public purpose and in the public interest to allow the hiring of personnel to fill certain vacant positions.

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor Frank V. Brocato is authorized to fill the following current employee position vacancies:

1. One (1) Chief Finance and Information Officer – Finance Department
2. One (1) Director of Building Inspections – Building Inspections
3. One (1) Assistant City Engineer – Engineering
4. One (1) Assistant Director of Public Works – Public Works
5. One (1) Recreation Assistant SR Full Time – Athletics – Parks and Recreation Department
6. Two (2) Recreation Assistant SR Part-Time – Control Desk – Parks and Recreation Department
7. Two (2) Recreation Assistant SR Part-Time – Lifeguard – Parks and Recreation Department
8. One (1) Park Maintenance Crew Worker Senior– Parks and Recreation Department

ADOPTED this the 21st day of September, 2020.

APPROVED:

Frank V. Brocato, Mayor

Gene Smith, President of the Council

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6324-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor is hereby authorized to execute an agreement with Tyler Technologies.

ADOPTED on this the 21st day of September, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Hoover, with offices at 2020 Valleydale Rd., Hoover, AL 35244-2024 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of August 23, 2004 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and services set forth in Exhibits 1, 2 and 3 and associated services as noted in Schedules 1 and 2 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following the Amendment Effective Date.
 - e. Conversions: Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - f. Travel expenses shall be invoiced as incurred, as applicable.
3. Products and Services Added. The hardware, software, services, and support itemized in the Amendment Investment Summary are hereby added to the Agreement as of the Amendment Effective Date. For the avoidance of doubt, the terms and conditions contained in this Amendment shall only apply to the products and services added herein.

MobileEyes

4. The software and services (MobileEyes Subscription Services) set forth in Amendment Exhibits 1 and 3 to this Amendment are hereby added to the Agreement.
5. The terms and conditions contained in Exhibit 3, including the associated schedules thereto, apply to the MobileEyes Subscription Services listed in the Amendment Investment Summary.
6. The following payment terms, as applicable, shall apply to MobileEyes Subscription Services:
 - a. MobileEyes SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section C(1) of Exhibit 3. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
 - b. MobileEyes Implementation fixed price services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.
7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Hoover, AL

By: _____

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Quoted By: Jamie Lund
 Date: 7/15/2020
 Quote Expiration: 9/30/2020
 Quote Name: Hoover Fire, AL - Fire RMS
 Quote Number: 2019-27921-3
 Quote Description: Hoover Fire RMS - 20 mobile

Sales Quotation For

Hoover Police Department
 2020 Valleydale Rd
 Hoover , AL 35244-2024
 Phone: +1 (205) 444-7700

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Fire Records Management System				
New World Fire Records Software	\$47,520	\$14,256	\$33,264	\$6,985
NFIRS 5.0 Electronic Reporting	\$22,000	\$6,600	\$15,400	\$3,234
Data Analysis/Management Reporting (FRMS)	\$15,000	\$4,500	\$10,500	\$2,205
Equipment Tracking and Maintenance	\$15,000	\$4,500	\$10,500	\$2,205
Fire Permits	\$15,000	\$4,500	\$10,500	\$2,205
Vehicle Tracking and Maintenance (FRMS)	\$15,000	\$4,500	\$10,500	\$2,205
Mobile				
Fire Dispatch/Messaging (20)	\$8,000	\$2,400	\$5,600	\$1,176
In-Car Mapping / AVL (20)	\$3,000	\$900	\$2,100	\$441
In-Car Routing (20)	\$2,000	\$600	\$1,400	\$294
	<i>Sub-Total:</i>	\$142,520	\$42,756	\$99,764
	<i>Less Discount:</i>	<u>\$42,756</u>		<u>\$20,950</u>
	TOTAL:	\$99,764	\$99,764	\$0

Annual/SaaS

Description	Quantity	Fee	Discount	Annual
MobileEyes Company Inspector	5	\$2,028	\$1,015	\$9,125
MobileEyes Inspector	4	\$2,028	\$812	\$7,300
MobileEyes Contractor Portal (free to AHJ)	1	\$0	\$0	\$0
MobileEyes Onboard Codes - ICC	1	\$364	\$45	\$319

TOTAL:

\$16,744

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	\$17,760	\$0	\$17,760
Fire Records Configuration (up to 10 agencies)	1	\$8,700	\$0	\$8,700
Fire Records Training (includes 10 trainers ea.)	1	\$4,350	\$0	\$4,350
Fire Records Go-Live Support	1	\$4,350	\$0	\$4,350
Fire Mobile Messaging Configuration	1	\$4,350	\$0	\$4,350
Fire Mobile Messaging Training (includes 10 trainers ea.)	1	\$4,350	\$0	\$4,350
Fire Mobile Messaging Go-Live	1	\$8,700	\$0	\$8,700
MobileEyes Contractor Portal Setup and Training	1	\$499	\$0	\$499
MobileEyes Setup and Configuration Services	30	\$185	\$0	\$5,550
MobileEyes Training Services - Company Inspector	16	\$185	\$0	\$2,960
MobileEyes Training Services - Inspector/Plus	16	\$185	\$0	\$2,960
Conversions				\$49,350

TOTAL:

\$113,879

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$99,764	\$20,950
Total Annual Fees		\$16,744
Total Tyler Services	\$113,879	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
Summary Total	\$213,643	\$37,694

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Fire Records Management System				
Fire Records Incident Data (Includes dispatched apparatus/personnel) (One Source)	1	\$23,500	\$0	\$23,500
Data File Conversion				
Data Conversion Analysis and Assessment	1	\$4,000	\$0	\$4,000
Base Conversion (One Source); Master Files including Master Name (Jackets); Addresses; and Narratives / Includes one source of data. Does not include everything the Name is linked to (e.g. tickets, arrests, etc.)	1	\$16,000	\$0	\$16,000
Address Re-Verification	1	\$5,850	\$0	\$5,850

TOTAL:

\$49,350

Optional Tyler Software and Related Services

Description	License	Discount	License Total	Maintenance
Fire Records Management System				
Inventory (FRMS)	\$15,000	\$4,500	\$10,500	\$2,205
	<i>Sub Total:</i>	<i>\$15,000</i>	<i>\$10,500</i>	<i>\$2,205</i>
	<i>Less Discount:</i>	<i>\$4,500</i>		<i>\$2,205</i>
	TOTAL:	\$10,500	\$10,500	\$0

Optional Services

Description	Quantity	Unit Price	Discount	Total
Conversions				\$10,500
	TOTAL:			\$10,500

Optional Detailed Breakdown of Conversions (Included in Contract Total)

Description	Quantity	Unit Price	Discount	Total
Fire Records Management System				
Fire Personnel Training Conversion	1	\$3,500	\$0	\$3,500
Inspections Conversion	1	\$3,500	\$0	\$3,500
Fire External Documents Conversion	1	\$3,500	\$0	\$3,500
	TOTAL:			\$10,500

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World Fire Records includes 15 licenses.

AVL requires third-party GPS hardware.

Assumptions

MobileEyes Contractor Portal Charges \$2.50 per transaction fee.

4 Inspector AL Fire Codes
10 Company Inspectors Pre Plans
Implementation, WebTraining



Exhibit 2

Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Amendment Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff, if applicable.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.



Exhibit 2
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following:
 - a. Conversion Analysis,
 - b. Assistance for Mapping and Testing, and
 - c. Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

4. We will provide you up to three (3) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in your test environment,
 - b. Your reviewing a conversion test and responding in writing to us (see Client responsibilities paragraph 3 below),
 - c. We correct or otherwise respond to issues discovered and reported by you,
 - d. We will conduct internal testing to verify corrections, and
 - e. Both parties planning for the next test iteration and/or the live implementation.

5. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. Provide a current copy of the databases to be converted in one of the following formats:
 - a. Microsoft SQL Server database
 - b. Microsoft Access database
 - c. Microsoft Excel spreadsheet
 - d. An ASCII format delimited text file, including embedded column headers and text delimiters.

2. You will respond to each test iteration in writing, on a form provided by us, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, you shall pay our then-current flat fee for each additional test iteration. You will promptly review each test iteration when delivered by us. Prompt review by you will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. If available, provide a data dictionary (data descriptors) of the databases being converted.

4. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.

5. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Only one data source will be converted for each of the files described in the Investment Summary, unless otherwise noted.



Exhibit 3 MobileEyes Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“MobileEyes Agreement”** means this MobileEyes Software as a Service Terms and Conditions.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software in accordance with the maintenance and support terms in the Agreement.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this MobileEyes Agreement. You do not acquire under this MobileEyes Agreement any license to use the Tyler Software in excess of the scope and/or duration

of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this MobileEyes Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Upon the termination of this MobileEyes Agreement, and upon written request from the Client, Tyler shall provide a database file including all Client data to Client. Client is responsible for providing the proper contact for receiving this information. If Client requires regular database copies, Client shall maintain the ability at any time using their administrative access credentials to export their data from the application as a .CSV file into Excel or Access.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this MobileEyes Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this MobileEyes Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support terms in the Agreement and our then current SLA attached as schedule 1.
6. SaaS Services.
 - 6.1 Our SaaS Services are hosted by Secure-24, our MobileEyes data center and hosting provider, and have been audited in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Secure-24 has attained, SOC 1 compliance.
 - 6.2 You will be hosted on shared hardware on a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 Secure-24 has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 Secure-24 will periodically test our disaster recovery plan. Our standard test is not client-specific.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Secure-24 data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – TERM AND TERMINATION

1. Term. The initial term of this MobileEyes Agreement is prorated beginning on the Effective Date and ending on the same date as the annual maintenance or subscription term for Tyler Software under the Client’s Agreement, unless earlier terminated as set forth below. Upon expiration of the initial term, this MobileEyes Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this MobileEyes Agreement.
2. Termination. This MobileEyes Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause

must have been submitted as invoice disputes in accordance with the Agreement.

- 2.1. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this MobileEyes Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2. For Cause. If you believe we have materially breached this MobileEyes Agreement, you will invoke the Dispute Resolution clause set forth in the MobileEyes Agreement. You may terminate this MobileEyes Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this MobileEyes Agreement within the thirty (30) day window set forth in the MobileEyes Agreement.
- 2.3. Force Majeure. Either party has the right to terminate this MobileEyes Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this MobileEyes Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5. Fees for Termination without Cause during Initial Term. If you terminate this MobileEyes Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this MobileEyes Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - 2.5.1. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - 2.5.2. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - 2.5.3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.



Exhibit 3
Schedule 1
Service Level Agreement for MobileEyes

This Service Level Agreement (SLA) exists for the purpose of creating an understanding between Tyler Technologies, Inc. (hereafter Tyler) and Client regarding the hosting and support of the Tyler Software. This SLA guarantees Client's web application's availability, reliability and performance as indicated herein. This applies to the Tyler Software hosted pursuant to this MobileEyes Agreement.

1. Hosting Services

Tyler's hosting partner is Secure-24. Secure-24 is a provider of managed IT operations, hosting and cloud services, providing highly available environments and expert management and support of critical applications. Information regarding Secure-24 data center is available here: <https://www.secure-24.com/company/data-centers/>.

Tyler's server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
- Redundant Power Supplies
- Off-Site Backup Servers
- Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Data Integrity

Tyler's applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily scheduled database and application backups.
- Offsite data storage ensures physical safety and availability of backup data.

2. Application and Hosting Support

Tyler provides ongoing Help Desk support as part of the annual software license for their applications, including infrastructure. This includes continued attention to Tyler Software performance and general maintenance needed to ensure application availability. Support includes application support as well as technical diagnosis and fixes of technology issues involving the host environment.

The Tyler Help Desk is available with the exception of Tyler holidays, Monday through Friday from 8:00 am to 8:00 pm EST at (248)588-7670 ext. 1.

Incident Reporting

Tyler maintains a Help Desk during normal business hours, staffed by MobileEyes-certified personnel located within the U.S. Most trouble calls are handled at the time of the call, while a small percentage require Level 2 (programmer) support and subsequent follow-up. All problems, errors, and/or suggested improvements are documented within a CSR (customer service request) Log and handled based upon severity, as follows:

Severity Level	Severity Examples	Targeted Notification Goals	Targeted Resolution Response Time
High	Complete shutdown or partial shutdown of one or more Software functions. Access to one or more Software functions not available. Major subset of Software application impacted.	Within one (1) hour of initial notification during business hours. Tyler will also send an email broadcast to all effected users, notifying them of the problem and efforts to resolve it.	2-4 business hours
Medium	Minor problem. Data entry or access impaired on a limited basis (typically user error).	Within four (4) hours of initial notification	24 business hours
Low	System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Client Service Requests - Enhancements

Client Service Requests documenting suggested enhancements are reviewed on a quarterly basis and considered for inclusion in periodic releases. If an enhancement request is specific to one customer and deemed to be outside of the original scope of the product, it will be unlikely that the request will be

included in a future release. Custom enhancement requests that can otherwise be accommodated will be subject to Tyler standard rates and documented by Tyler as a formal quote for mutual agreement by Tyler and Client . Client will have an opportunity to review and approve the scope, specification and cost before work is started to ensure goals are properly communicated and funding approved.

Product release management is handled by Tyler using standard development tools and methodologies. Work items including tasks, issues, and scenarios are all captured within the system. New releases are communicated well in advance by Tyler to all clients by system banners and email broadcasts including instructions if user intervention is required.

Maintenance and Upgrades

All system/product maintenance and upgrades are included in the ongoing support and warranty as contracted. Tyler will communicate all enhancements and upgrades that may impact its users. All code releases will maintain the integrity of Client specific configurations (i.e. templates, addresses, dropdown menus, pick lists, etc.) that have been implemented either by Tyler or Client.



Exhibit 3
Schedule 2
Third Party Terms for MobileEyes

NFPA Codes

Material from documents of the National Fire Protection Association is displayed in this system under license from the NFPA solely for use within this system on the single machine to which this system is licensed. NFPA material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this agreement shall allow Tyler Technologies, Inc. ("Tyler") or the NFPA to immediately cancel all rights granted by this license. NFPA is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler or the NFPA.

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IFC Codes

This software contains information which is proprietary to and copyrighted by International Code Council, Inc. The acronym "ICC" and the ICC logo are trademarks and service marks of ICC. ALL RIGHTS RESERVED.

As an End-User of the Software Product, End-User does not acquire any proprietary interest in the Software Product, or any of its contents.

End-User acknowledges that and agrees that there are no warranties, guarantees, conditions, covenants or representations by ICC as to the fitness for a particular purpose, or any other attribute, whether expressed or implied (in law or in fact), oral or written, of the copyrighted ICC property contained in the Software Product. End-User agrees that any unauthorized possession of the Software Product or its accompanying printed materials, or any use of the same, shall constitute a breach of the license agreement, and, upon written notice of the same by either ICC or Licensor, the End-User will surrender possession of the Software Product and all accompanying printed materials to ICC or Licensor. This Agreement is not transferable to any other party, for any reason. End-User agrees that use of the Software Product constitutes acceptance of the terms and conditions of this Agreement.

RESOLUTION NUMBER 6321-20

**A RESOLUTION AMENDING THE BUDGET FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2020**

BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting duly assembled a quorum being present that the budget for fiscal year ending September 30, 2020 is hereby amended as shown on the attached Exhibit "A".

ADOPTED this the 21st day of September, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

**BUDGET AMENDMENT
FY 2020
09-21-20**

DESCRIPTION	(SOURCE) OR USE OF FUNDS	ACCOUNT NUMBER	PROJECT CODE	GENERAL FUND	SPECIAL REVENUE FUND	CAPITAL PROJECTS FUND	PROPRIETARY FUND	TOTAL
Current change in fund balance				4,439,079	(13,235,770)	(25,714,934)	(4,130,139)	(38,641,764)
PROPOSED CHANGES								
16 high resolution fixed cameras funded by federal inmate funds	USE	235-2010-415.61-10	VIGVID	-	33,000	-	-	33,000
1 Transfer out of federal inmate funds	USE	235-9090-491.92-35	FEDINR	-	33,000	-	-	33,000
Transfer into funding for 16 high resolution fixed cameras	(SOURCE)	235-0000-399.99-99	VIGVID	-	(33,000)	-	-	(33,000)
2 Generator transfer switch for fire station 11	USE	303-2110-415.73-99	F11AD	-	-	12,000	-	12,000
Engine replacement for quint 7/fleet #822	USE	115-2110-415.75-99	QUINT	34,000	-	-	-	34,000
3 Engine replacement for quint 7/fleet #822 - transfer out	USE	101-9090-491.91-15		34,000	-	-	-	34,000
Engine replacement for quint 7/fleet #822 -transfer in	(SOURCE)	115-0000-399.99-99		(34,000)	-	-	-	(34,000)
True up LSTA20 library grant award - revenue	(SOURCE)	235-6010-321.02-20	LSTA20	-	(2,100)	-	-	(2,100)
True up LSTA20 library grant award - awarded portion	USE	235-6010-418.61-10	LSTA20	-	2,100	-	-	2,100
4 True up LSTA20 library grant award - city portion	USE	235-6010-418.61-10	LSTA20	-	525	-	-	525
True up LSTA20 library grant award - transfer out	USE	101-9090-491.92-35	LSTA20	525	-	-	-	525
True up LSTA20 library grant award - transfer in	(SOURCE)	235-0000-399.99-99	LSTA20	-	(525)	-	-	(525)
5 Federal patient centered outcomes research institute (pcori) fee	USE	515-8910-489.31-99	HI00	-	-	-	4,800	4,800
6 Tyler New World software for the fire department	USE	303-2110-415.34-20	FIRNW	-	-	260,000	-	260,000
7 Balance general fund (property tax)	(SOURCE)	101-0000-301.01-70		(34,525)	-	-	-	(34,525)
Net amendment changes				\$ -	\$ 33,000	\$ 272,000	\$ 4,800	\$ 309,800

RESOLUTION NUMBER 6326-20

WHEREAS, The Industrial Development Board of the City of Hoover, Alabama (hereinafter called the "Board") desires to proceed with a certain project, namely the construction of an electric arc furnace steelmaking facility by United States Steel Corporation (the "Project");

WHEREAS, pursuant to the provisions of the *Code of Alabama*, 1975, Title 11, Chapter 54, Article 4, as supplemented and amended (the "Enabling Law"), the Board is authorized to issue revenue bonds to finance pollution control facilities, including solid waste disposal and sewage facilities, within the meaning of the Enabling Law;

WHEREAS, United States Steel Corporation ("USS") desires to finance a substantial portion of the Project through issuance of tax-exempt bonds;

WHEREAS, bonds issued by the Board for the Project are to be payable solely from payments to be made by USS and neither the Board nor the City of Hoover ("City") will be responsible in any manner for payment of the Bonds;

WHEREAS, the Board has taken official action to authorize the Project on August 31, 2020 and is attached hereto as Exhibit A;

WHEREAS, the Project shall not create any debt of the City of Hoover, Alabama or the Board;

WHEREAS, pursuant to the Board's Certificate of Incorporation dated February 3, 1981, the Board is required to obtain the consent of the City Council before acquiring or financing the acquisition of any project as evidenced by a duly adopted resolution; and

WHEREAS, the Board is requesting the approval of the City Council to proceed with the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that the City Council DOES HEREBY CONSENT TO AND APPROVE the Project in accordance with the Board's Certificate of Incorporation.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to sign the necessary documents to effectuate the approval of the City Council for this Project.

ADOPTED on this the 21st of September, 2020.

Gene Smith, President of Council

APPROVED:

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

EXHIBIT A

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HOOVER DECLARING THE BOARD'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES OF UNITED STATES STEEL CORPORATION, OR A SUBSIDIARY THEREOF, FROM THE PROCEEDS OF REVENUE BONDS; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The Industrial Development Board of the City of Hoover (the "**Issuer**") is authorized and empowered by the provisions of the Code of Alabama, 1975, Title 11, Chapter 54, Article 4, as supplemented and amended (the "**Act**"), to issue revenue bonds to finance pollution control facilities, including solid waste disposal and sewage facilities, within the meaning of the Act; and

WHEREAS, in connection with the provision of certain solid waste disposal facilities, within the meaning of Section 142(a)(6) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and/or sewage facilities, within the meaning of Section 142(a)(5) of the Code, by United States Steel Corporation, a Delaware corporation, or one of its present or future direct or indirect wholly owned subsidiaries (together, the "**Company**"), relating to the purchase of equipment and construction of an electric arc furnace and other facilities at the Fairfield Works Mill located at 5700 Valley Road in unincorporated Jefferson County near Hoover, Alabama (the "**Project**"), the Company expects to incur costs relating to the Project (the "**Expenditures**"); and

WHEREAS, the Issuer reasonably expects (based upon information supplied by the Company upon which it is reasonable and prudent to rely) to reimburse the Company for the Expenditures with the proceeds of revenue bonds to be issued by the Issuer pursuant to the Act (the "**Bonds**"); and

WHEREAS, the Code and applicable regulations (the "**Treasury Regulations**") require the Issuer to declare its official intent in connection with the Expenditures prior to issuing the Bonds in order to allow the Company to be reimbursed for the Expenditures from a portion of the proceeds of the Bonds; and

WHEREAS, it is intended by the Issuer that this Resolution constitute a declaration of official intent with respect to the reimbursement, from proceeds of the Bonds, of those certain Expenditures incurred or to be incurred by the Company for the Project prior to the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by The Industrial Development Board of the City of Hoover as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are adopted by the Issuer as the findings of the Issuer and are incorporated herein.

SECTION 2. DECLARATION OF OFFICIAL INTENT. The Chairman of the Issuer is authorized to execute such documentation as necessary to indicate the intent of the Issuer to participate in the financing of the foregoing Project, pursuant to and in accordance with the purpose that the Issuer was established. The Issuer hereby declares its official intent to reimburse the Company from the proceeds of the Bonds expected to be issued by the Issuer for Expenditures incurred with respect to the Project within 60 days prior to the date of this Resolution and to be incurred subsequent to the date of this Resolution, subject to Treasury Regulation § 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The Bonds to be issued to finance the Project are expected not to exceed a maximum aggregate principal amount of \$100,000,000.

SECTION 3. REIMBURSEMENT PERIOD. The allocation of proceeds of the Bonds to reimburse an Expenditure must be made not later than eighteen (18) months after the later of: (i) the date the original Expenditure is paid, or (ii) the date the project to which the Expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original Expenditure is paid.

SECTION 4. AUTHORIZATION OF INTERIM AGREEMENT. The Chairman of the Issuer is authorized and directed to execute and deliver an Interim Agreement dated August 31, 2020, between the Issuer and the Company in substantially the form presented to the meeting of the Board of Directors of the Issuer at which this resolution is adopted, and the Secretary of the Issuer is hereby authorized and directed to affix the seal of the Issuer to the said agreement and to attest the same.

SECTION 5. INCIDENTAL ACTION. The appropriate officials and staff of the Issuer are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution including, without limitation and upon provision of the necessary filing fees by the Company, the filing of an application for the allocation of State Ceiling for the Bonds with the State Industrial Development Authority and the delivery to the Director of the Alabama Securities Commission of notice of its intention to issue the Bonds.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval, and all resolutions, orders and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 31, 2020.

THE INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF HOOVER

By

RESOLUTION NUMBER 6323-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH G. B. VINCENT.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the Mayor is hereby authorized to execute an Amendment To Option Contract with G.B. Vincent.

ADOPTED on this the 21st day of September, 2020.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk

AMENDMENT TO OPTION TO PURCHASE AGREEMENT

THIS AMENDMENT TO OPTION TO PURCHASE AGREEMENT (this “Amendment”) is made and entered into as of the ____ day of _____, 2020, by and between **THE CITY OF HOOVER, ALABAMA**, an Alabama municipal corporation (“Purchaser”), and **G.B. VINCENT**, an individual resident citizen of the State of Alabama (“Seller”).

W I T N E S S E T H

WHEREAS, Purchaser and Seller are parties to that certain Option to Purchase Agreement dated on or around the date hereof (the “Option Agreement”), pertaining to the sale of certain Land located off of Edna Road, Hoover, Alabama 35244 as more particularly described in the Option Agreement; and

WHEREAS, Purchaser and Seller desire to amend and modify the Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Option Agreement is hereby amended on the terms and conditions hereinafter set forth.

1. **Defined Terms.** Capitalized terms which are used but not otherwise defined herein shall have the meanings given to such terms in the Option Agreement.
2. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by this reference.
3. **Amendment.** Notwithstanding anything to the contrary in the Option Agreement, the parties hereby amend the Option Agreement and agree to the following:
 - (a) *Exhibit A.* Exhibit A to the Option Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment and made a part hereof.
 - (b) *Note and Mortgage.* Purchaser’s obligation to pay the second and third installments of the Purchase Price shall be evidenced by a promissory note and mortgage and in a form that is reasonably acceptable to Seller. Purchaser shall deliver such promissory note and mortgage at Closing to Seller.
 - (c) *Permitted Exceptions.* The Property, and any representations, warranties or agreements by Seller in the Option Agreement, are subject to those items listed on Exhibit C attached hereto and made a part hereof (“Permitted Exceptions”).
 - (d) *Due Diligence Materials.* Notwithstanding anything in the Option Agreement to the contrary, Seller will deliver due diligence items, including those listed on Exhibit B to the Option Agreement, only to the extent currently in Seller’s possession.

(e) *Seller's Representation of Adverse Title Matters.* Notwithstanding the representations, warranties and agreements made by Seller in Section 14 of the Option Agreement, Seller represents that the Title Company has indicated on Schedule B, Part I Items 4(a)(a) and 4(b) in that certain Commitment for Title Insurance issued by Title Company dated July 23, 2020 with File Number 7507P-19 that certain adverse conditions exist in title to portions of the Land (the "Adverse Title Matters"). Within fifteen (15) days after the exercise of the Option, Purchaser shall notify Seller in writing if it objects to the Adverse Title Matters. If Purchaser delivers such notice to Seller, Seller shall have twenty (20) days to notify Purchaser in writing if Seller intends to cure or satisfy the Adverse Title Matters. If Seller elects not to cure or satisfy the Adverse Title Matters then Purchaser's sole remedy shall be to (a) cure such Adverse Title Matters at Purchaser's sole cost; (b) proceed to Closing with Adverse Title Matters as Permitted Exceptions; or (c) terminate the Option Agreement and receive a refund of the Option Money. In no way will Seller be obligated to cure the Adverse Title Matters and shall only be obligated to deliver title to the Property subject to all Permitted Exceptions and Purchaser's waived objections.

4. **Entire Agreement.** This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relative to such subject matter. In case of any inconsistency between the provisions of the Option Agreement and this Amendment, the latter provisions shall govern and control.

5. **Force and Effect of Amendment.** Except as hereby specifically amended, modified or supplemented herein, the Option Agreement is hereby confirmed and ratified in all respects and shall remain in full force and effect according to its respective terms.

6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile, electronic copy, photocopy or similar image of this Amendment shall have the same force and effect as an executed original.

SIGNATURES FOLLOW ON SEPARATE PAGES

IN WITNESS WHEREOF, the parties have caused this Amendment to be properly executed as of the day and year so indicated herein.

Executed by Purchaser on

_____, 2020

PURCHASER:

THE CITY OF HOOVER, ALABAMA,
an Alabama municipal corporation

By: _____

Frank V. Brocato

Its: Mayor

Executed by Seller on

_____, 2020

SELLER:

G.B. Vincent

EXHIBIT A

DESCRIPTION OF PROPERTY

Lots 2, 4, 5, and 6 according to the Resurvey of Lots 2 and 3, Block J, and Lots 1-7, Block H Shady Acres, as recorded in Map Book 23, Page 96, in the Probate Office of Jefferson County, Alabama.

Parcel ID Numbers:

39 00 29 3 000 009.00 – approximately 18.86 acres (340 Edna Road)

39 00 29 3 000 011.002 – approximately 2.16 acres (311 Edna Road)

39 00 29 3 000 122.000 – 1.26 acres (1190 Edna Road)

Also described as:

All of Lots 2 and Lot 6, according to the Resurvey of Lots 2 & 3, Block J & Resurvey of Lots 1-7, Block H, Shady Acres as recorded in Map Book 23, Page 96 in the Office of the Judge of Probate, Jefferson County, Alabama, situated in the Southwest quarter of Section 29, Township 19 South, Range 3 West, Jefferson County, Alabama.

Also,

A portion of Lot 4, according to the Resurvey of Lots 2 & 3, Block J and Resurvey of Lots 1-7, Block H, Shady Acres as recorded in Map Book 23, Page 96 in the Office of the Judge of Probate, Jefferson County, Alabama, situated in the Southwest quarter of Section 29, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Begin at a set capped rebar stamped (GSA) marking the Southeast corner of said Lot 4; thence run North 35 Degrees 09 minutes 04 seconds West along the South line of said Lot 4 for a distance of 260.81 feet to a set capped rebar stamped (GSA) marking the Southwest corner of said Lot 4 and the East right of way line of Fire Station Road; thence run North 30 Degrees 31 minutes 25 seconds East along said right of way line for a distance of 447.31 feet to a set capped rebar stamped (GSA); thence run North 81 Degrees 09 minutes 12 seconds East along said right of way line for a distance of 24.45 feet to a found concrete monument on the South right of way line of Edna Road; thence run South 63 Degrees 14 minutes 39 seconds East along said right of way line for a distance of 63.68 feet to a found concrete monument; thence run South 74 Degrees 26 minutes 57 seconds East along said right of way line for a distance of 57.72 feet to a set capped rebar stamped (GSA); thence leaving said right of way line run South 20 Degrees 56 minutes 45 seconds West for a distance of 597.68 feet to the Point of Beginning. Said portion of Lot 4 contains 95,990 square feet or 2.20 acres more or less.

Also,

A portion of Lot 5, according to the Resurvey of Lots 2 & 3, Block J and Resurvey of Lots 1-7, Block H, Shady Acres as recorded in Map Book 23, Page 96 in the Office of the Judge of Probate, Jefferson County, Alabama, situated in the Southwest quarter of Section 29, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as

follows:

Begin at a found 1/2 inch rebar marking the Southwest corner of said Lot 5 and the East right of way line of CSX Railroad; thence with a curve to the right having a radius of 1392.08 feet, a central angle of 35 Degrees 10 minutes 12 seconds having a chord bearing of North 03 Degrees 46 minutes 00 seconds East, for a chord distance of 841.15 feet; thence run along the arc of said curve and said right of way line for a distance of 854.50 feet to a set capped rebar stamped (GSA); thence run North 21 Degrees 21 minutes 05 seconds East along said right of way line for a distance of 665.30 feet to a found capped rebar stamped (AGM); thence run South 69 Degrees 03 minutes 51 seconds East along said right of way line for a distance of 21.02 feet to a found capped rebar stamped (AGM); thence run North 21 Degrees 11 minutes 48 seconds East along said right of way line for a distance of 166.11 feet to a found capped rebar stamped (AGM); thence run North 69 Degrees 21 minutes 15 seconds West along said right of way line for a distance of 21.11 feet to a found capped rebar stamped (AGM); thence run North 19 Degrees 42 minutes 55 seconds East along said right of way line for a distance of 38.15 feet to a found 1 inch crimped pipe marking the Northwest corner of said Lot 5 and the Southwest corner of Lot 2 of said subdivision; thence leaving said right of way line run South 35 Degrees 08 minutes 40 seconds East along the North line of said Lot 5 for a distance of 241.24 feet to a found 5/8 inch rebar marking the Southeast corner of said Lot 2 and the Southwest corner of Lot 3 of said subdivision; thence run South 35 Degrees 09 minutes 30 seconds East along the said North line of Lot 5 for a distance of 231.12 feet to a found 5/8 inch rebar marking the Northeast corner of said Lot 5 and the West right of way line of Fire Station Road; thence run South 30 Degrees 23 minutes 37 seconds West along said right of way line for a distance of 113.93 feet to a set capped rebar stamped (GSA); thence with a curve to the left having a radius of 662.48 feet, a central angle of 09 Degrees 34 minutes 01 seconds having a chord bearing of South 25 Degrees 36 minutes 37 seconds West, for a chord distance of 110.49 feet; thence run along the arc of said curve and said right of way line for a distance of 110.62 feet to a found 5/8 inch rebar; thence run South 20 Degrees 55 minutes 01 seconds West along said right of way line for a distance of 737.80 feet to a found 5/8 inch rebar; thence with a curve to the left having a radius of 638.07 feet, a central angle of 18 Degrees 31 minutes 51 seconds having a chord bearing of South 11 Degrees 41 minutes 57 seconds West, for a chord distance of 205.47 feet; thence run along the arc of said curve and said right of way line for a distance of 206.37 feet to a found 5/8 inch rebar; thence run South 02 Degrees 36 minutes 46 seconds West along said right of way line for a distance of 181.36 feet to a set capped rebar stamped (GSA) marking the Southeast corner of said Lot 5; thence leaving said right of way line run North 88 Degrees 27 minutes 53 seconds West along the South line of said Lot 5 for a distance of 223.58 feet to the Point of Beginning. Said parcel contains 517,887 square feet or 11.89 acres more or less.

EXHIBIT C

PERMITTED EXCEPTIONS

1. All title matters of record.
2. All matters that would be revealed by an accurate and current survey of the Property.
3. Building line(s) as shown map recorded in Map Book 23, Page 96, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
4. Easement(s) as shown by map recorded in Map Book 23, Page 96, in the Probate Office of Jefferson County, Alabama, Bessemer Division.
5. Mineral and mining rights and rights incident thereto recorded in Bessemer Real 224, Page 36, in the Probate Office of Jefferson County, Alabama.
6. Right of Way granted to Alabama Power Company by instrument recorded in Bessemer Volume 245, Page 512; Bessemer Real 23, Page 195; Birmingham Volume 733, Page 96 and Birmingham Volume 845, Page 389 in the Probate Office of Jefferson County, Alabama.
7. Right of way to Jefferson County, recorded in Bessemer Volume 195, Page 282 and Bessemer Real 298, Page 962, in the Probate Office of Jefferson County, Alabama.
8. Right of way to Postal Telegraph Cable, recorded in Bessemer Volume 98, Page 34, in the Probate Office of Jefferson County, Alabama.
9. Restrictions appearing of record in Bessemer Real 263, Page 752, in the Probate Office of Jefferson County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
10. Conditions and reservations for the benefit of the owners/operators of public utilities as set in Code of Alabama Section 23-4-20 as to the property set forth in that certain Declaration of Vacation recorded in Real 1375, Page 556, in the Probate Office of Jefferson County, Alabama.
11. Right of way to Jefferson County, Alabama, recorded in Volume 2688, Page 565, in the Probate Office of Jefferson County, Alabama.

RESOLUTION NUMBER 6320-20

A RESOLUTION APPROVING CONTINUATION OF THE BUDGET FOR FISCAL YEAR 2019-2020 AND AUTHORIZING THE MAYOR AND/OR CITY REPRESENTATIVE(S) TO EXECUTE AN AGREEMENT AND NECESSARY DOCUMENTS FOR BCBS EMPLOYEE INSURANCE

BE HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, in a regular called meeting duly assembled, a quorum being present that the Budget for Fiscal Year Ending September 30, 2020, as amended, is hereby continued until such time as the Budget for Fiscal Year Ending September 30, 2021 is adopted and authorizing the Mayor and/or City Representative(s) to execute an agreement and necessary documents for BCBS Employee Insurance.

APPROVED and ADOPTED, on this the 21st day of September, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6319-20

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL FOR AN ASSIGNMENT OF BENEFITS AGREEMENT WITH BCS INSURANCE COMPANY FOR STOP-LOSS INSURANCE COVERAGE

WHEREAS, the City Council for the City of Hoover has reviewed a renewal with BCS Insurance Company; and

WHEREAS, the renewal is for an Assignment of Benefits Agreement for Stop-Loss Insurance Coverage; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. The Mayor is hereby authorized to execute an agreement and necessary documents for said renewal with BCS Insurance Company for the Assignment of Benefits Agreement for Stop-Loss Insurance Coverage; and
2. This Resolution Number 6319-20 shall become effective immediately upon the approval and adoption by the City Council of the City of Hoover, Alabama.

DONE, ORDERED, APPROVED and ADOPTED, on this the 21st day of September, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk



BCS Insurance Company
 2 Mid America Plaza, Suite 200
 Oakbrook Terrace, Illinois 60181
 800.621.9215
 bcsins.com

APPLICATION FOR STOP LOSS INSURANCE

Applicant Information - Please complete in full			
Full Legal Name of Group (to appear on Policy) City of Hoover			Effective Date October 01, 2020
Tax ID Number (attach W-9)		Telephone Number	
Corporate Address 100 Municipal Lane	City Hoover	State AL	Zip Code 35216-5500
Mailing Address (if different than above)	City	State	Zip Code
Enrollment 722			
Network(s) Utilized			
Medical: BC/BS Network		Rx: Prime Therapeutics	
Utilization or Case Manager, if any:			
Business Affiliates (Attach additional sheet if necessary)			<input type="checkbox"/> Not Applicable, no other Business Affiliates
#1	Full Legal Name Valent Group		
Address 3500 Blue Lake Drive, Ste. 120	City Birmingham	State AL	Zip Code 35243
#2	Full Legal Name		
Address	City	State	Zip Code
Producer (Agent/Broker)			<input type="checkbox"/> Not Applicable
Name		State License Number for Applicant's Situs State*	
Tax ID Number (attach W-9)*	Telephone Number	Email	
Mailing Address	City	State	Zip Code
Secondary Producer (Agent/Broker)			<input type="checkbox"/> Not Applicable
Name		State License Number for Applicant's Situs State*	
Tax ID Number (attach W-9)*	Telephone Number	Email	
Mailing Address	City	State	Zip Code
Administrator (TPA)			
Full Legal Name Blue Cross Blue Shield of Alabama		Tax ID Number (attach W-9)	
Address 450 Riverchase Parkway East	City Birmingham	State AL	Zip Code 35244
Mailing Address (if different than above)	City	State	Zip Code
Key Contact Person	Email	Telephone Number	

*If available at time of application and if applicable.

Secondary Administrator (TPA)		<input type="checkbox"/> Not Applicable	
Full Legal Name		Tax ID Number (attach W-9)*	
Address		City	State Zip Code
Mailing Address (if different than above)		City	State Zip Code
Key Contact Person	Email	Telephone Number	
The Undersigned Applicant Hereby Agrees That:			
It is understood and agreed that by signing this Application, the applicant employer (the "Applicant") agrees as follows:			
<ol style="list-style-type: none"> 1. The Applicant hereby applies to BCS Insurance Company ("Company") for Stop Loss Insurance in connection with self-funded coverage as outlined in the signed Firm Stop Loss Proposal that accompanies this Application (the "Proposal"). 2. The Applicant shall furnish to the Company upon request a copy of the Plan Document that describes the benefits that are covered. In the event of a material variance between the Plan Document received and the benefit provisions upon which the terms and rates were provided for stop loss insurance coverage, the Company at its option, may re-rate and/or withdraw coverage. 3. The Policy shall become effective on the first day of the Policy Period specified in the Proposal, unless otherwise agreed to by the Company in writing. The receipt of premium by the Company or its affiliates in connection with the Policy shall not constitute an acceptance of liability. In the event that the Company does not accept the request for stop loss insurance submitted by the Applicant, the Company's sole obligation will be to return any received premium. The Company also has the right to withdraw or cancel any offer of coverage if a <u>signed Application and Schedule</u> are not received within 30 days after issuance by the Company. Once any offer of stop loss coverage is withdrawn or canceled, the Company's sole obligation is to return any received premium. 4. If an Administrator is used by the Applicant to remit premiums or administer claims, both premium remittance and claims administration must adhere to the guidelines as set forth by the Company. The Applicant acknowledges that the Administrator is the Applicant's agent and not the agent of the Company. 5. The Applicant's Complete Claims History (as defined on Page 3 of this Application) and any other information furnished during the stop loss proposal process by or on behalf of the Applicant are the primary data elements on which the Company's Proposal is based. If the Applicant fails to disclose all information that is, or through a diligent review, could have been included in the Complete Claims History, the Company will have the right to revise the premium rates, deductibles, factors and terms and conditions of the Policy in accordance with the Company's underwriting practices in effect at the time the Policy was underwritten, retroactive to the Effective Date. 6. Any coverage resulting from this Application shall be subject to the terms, conditions and provisions of the Policy herein applied for. 			
By signing below, the Applicant agrees that the coverage requested herein is not in effect until (1) this signed and completed Application and Disclosure Statement are approved by the Company, and (2) the Schedule for Stop Loss Insurance has been issued by the Company and formally accepted by Applicant.			

Any person who knowingly presents a claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

Printed Name of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative

Date

Title

Print Name of Producer

Print Name of Sub-Producer

Signature of Producer

Signature of Sub-Producer

COMPLETE CLAIMS HISTORY means all of the following:

- 1) A census of all Covered Persons which, at minimum, includes Persons legally employed by the Applicant or an Affiliate, dates of birth, gender, zip code of residence, type of coverage, and summary information about dependents, participating COBRA beneficiaries and retirees; and
- 2) A member-level specific stop loss summary which includes, at minimum, member name, amount paid and diagnosis for a minimum of thirty-six (36) consecutive months immediately preceding the Application Date; and
- 3) Any injury, illness or disease that resulted in Eligible Expenses Paid or Incurred on behalf of any Covered Person in an amount in excess of 50% of the Specific Deductible or has the potential to exceed 50% of the Specific Deductible, including, at minimum, amount paid, diagnosis, prognosis, dates of service, claimant status, and case management reports for a minimum of twelve (12) consecutive months immediately preceding the Application Date; and
- 4) Any injury, illness or disease that relates to a classification of disease that the Company has designated as a potential Large Claim by virtue of its International Classification of Disease ("ICD") Code; including, at minimum, amount paid, diagnosis, prognosis, dates of service, claimant status, and case management reports for a minimum of twelve (12) consecutive months immediately preceding the Application Date; and
- 5) Monthly paid claims and enrollment for a minimum of thirty-six (36) consecutive months immediately preceding the Application Date (If Aggregate Stop Loss insurance is being applied for); and
- 6) Pre-certifications, utilization reviews, pending and denied claim reports, and claims in audit for a minimum of twelve (12) consecutive months immediately preceding the Application Date.

ASSIGNMENT OF BENEFITS

This Assignment is made by and among BCS Insurance Company, an Ohio domestic insurance company ("Insurer"), Blue Cross and Blue Shield of Alabama, an Alabama domestic health insurance company ("Assignee"), and **City of Hoover** ("Assignor"), an employer for whom the Assignee administers healthcare benefits, and shall be effective **October 01, 2020**.

WHEREAS, Insurer has issued a policy of stop loss insurance to Assignor ("Policy") providing certain stop loss insurance benefits to Assignor with regard to healthcare benefits provided to Assignor's employees; and

WHEREAS, Assignee is administering a plan of healthcare benefits to certain employees of Assignor; and

WHEREAS, Assignor desires that any benefits due it from Insurer under the Policy on account of valid claims be assigned and paid directly by Insurer to Assignee.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Notwithstanding any terms and conditions of the Policy to the contrary, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights and entitlement to the benefits payable under the Policy on account of covered claims. Assignee shall offset Assignor's health claims costs by the Policy benefits received from Insurer.
2. Assignor warrants that it has the full rights and authority to make this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any liens, adverse claims or interest.
3. Insurer agrees to recognize this Assignment and make a benefit payment on account of covered claims directly to Assignee.
4. Assignor hereby releases Insurer from any and all liability under the Policy to the extent of its payment pursuant to this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers who have been duly authorized to execute this Assignment.

City of Hoover

Blue Cross and Blue Shield of Alabama

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

BCS Insurance Company

By: _____

Its: AVP, Underwriting

Date: September 11, 2020



SCHEDULE FOR STOP LOSS INSURANCE

Policyholder		
Full Legal Group Name of Policyholder (to appear on Policy) City of Hoover		Issue Date 09/11/2020
Group Number		Policy Period From: October 01, 2020 To: September 30, 2021
		Policy Number
A. SPECIFIC STOP LOSS [X] YES, INCLUDED [] NO, NOT INCLUDED		
1.	Benefit Period PAID	
	Incurred From N/A	Through September 30, 2021
	Paid From October 01, 2020	Through September 30, 2021
	Run-In Limit, if applicable \$0	
2.	Eligible Expenses under Specific Stop Loss	
	<input checked="" type="checkbox"/> Medical	
	<input checked="" type="checkbox"/> Prescription Drugs	
	<input type="checkbox"/> Other	
3.	Specific Deductible Per Covered Person, Per Policy Period \$175,000.00 except for the following Covered Person(s):	
	Covered Person(s) Name	Amount Laser Condition (if applicable)
		275,000.00 N/A
		390,000.00 N/A
		325,000.00 N/A
4.	Aggregating Specific Deductible, Per Policy Period \$100,000.00	
5.	Specific Percentage Reimbursable Per Covered Person, Per Policy Period 100%	
6.	Maximum Specific Reimbursement Per Covered Person, Per Policy Period Unlimited	
7.	Specific Stop Loss Coverage Rate(s) Per Month Per:	
	Employee	\$46.09
	Employee plus Spouse (or plus one)	\$0.00
	Employee plus Child(ren)	\$0.00
	Family	\$79.35
	Composite	\$0.00

Other	\$0.00
8.	<p>Special Considerations: Limits for Specific Stop Loss, Per Policy Period:</p> <p>The network is BC and/or BS Network. The claims administrator is BCBS of Alabama. BCS will follow the group's Plan Document subject to the BCS stop loss policy exclusions and requirements. All state mandates will be followed. Retirees are covered under stop loss. Both retirees under age 65 are covered and retirees age 65 and over are covered. Retirees age 65 and over must be Medicare primary, except grandfathered retiree PPA8929997744 (male sub) is group primary. PBM is Prime Therapeutics. The premium may include administrative fees charged by UTIC Insurance Company for services provided.</p>

B. AGGREGATE STOP LOSS <input type="checkbox"/> YES, INCLUDED <input checked="" type="checkbox"/> NO, NOT INCLUDED	
1.	Benefit Period 0/0
	Incurred From _____ Through _____
	Paid From _____ Through _____
	Run-In Limit, if applicable \$0
2.	Eligible Expenses under Aggregate Stop Loss
	<input type="checkbox"/> Medical
	<input type="checkbox"/> Prescription Drugs
	<input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Other
3.	Aggregate Percentage Reimbursable, Per Policy Period 0%
4.	Maximum Aggregate Benefit Per Policy Period \$0.00
5.	Minimum Annual Aggregate Deductible, Per Policy Period \$0.00
6.	Loss Limit Per Covered Person, Per Policy Period \$0.00
7.	Monthly Aggregate Factor(s) Per Covered Person:
	Employee \$0.00
	Employee plus Spouse (or plus one) \$0.00
	Employee plus Child(ren) \$0.00
	Family \$0.00
	Composite \$0.00
	Other \$0.00
8.	Monthly Aggregate Rate(s) Per:
	Employee \$0.00
	Employee plus Spouse (or plus one) \$0.00

Employee plus Child(ren)	\$0.00
Family	\$0.00
Composite	\$0.00
Other	\$0.00
9.	Special Considerations: Limits for Aggregate Stop Loss, Per Policy Period:
C. COVERED PERSONS	
EMPLOYEES	<input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not Covered
DEPENDENTS	<input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not Covered
COBRA BENEFICIARIES	<input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not Covered
RETIREES	
Under age 65	<input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not Covered
Age 65 And Over (must be Medicare Primary)	<input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not Covered
D. ENDORSEMENTS	
<input checked="" type="checkbox"/> NONE	<input type="checkbox"/> CHANGE ENDORSEMENT
<input type="checkbox"/> TERMINAL LIABILITY	<input type="checkbox"/> OTHER

By signing below, the Policyholder agrees to all the above terms and conditions, and binds the Stop Loss Policy to which this Schedule will be affixed. The Company reserves the right to revise coverage terms and conditions if this Schedule is not signed by the Policyholder's authorized representative and returned to the Company within thirty (30) days of the Schedule's "Issue Date." In connection with making this Application, and as a condition of obtaining the coverage the Stop Loss Policy provides or would provide, the Policyholder authorizes and permits the Company to request, access and obtain, and will use its best efforts to make reasonably available to the Company or its authorized agent, detailed claims information, clinical information, and claims and clinical data, beyond the Complete Claims History (as defined in the Application), to facilitate the performance of detailed claims analyses.

Full Legal Name of Group (to appear on Policy) City of Hoover			
Address 100 Municipal Lane	City Hoover	State AL	Zip Code 35216-5500

Signature of Policyholder's Authorized Representative

Date

Title

If the terms of a signed Proposal and a signed Schedule conflict, the terms of the signed Schedule shall govern.

RESOLUTION NUMBER 6325-20

A RESOLUTION DECLARING A WEED AND OTHER VEGETATION NUISANCE AND DIRECTING THE ABATEMENT OF SAID NUISANCE PURSUANT TO ALABAMA LAW

WHEREAS, the *Code of Alabama* gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, the properties (hereafter subject properties) located at the address listed below has an overabundance of grass and/or weeds present thereon:

425 Shades Avenue, Hoover, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject property is injurious to the general public health, safety and general welfare by:

- (a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests;
- (b) attaining heights and dryness that constitute a serious fire threat or hazard;
- (c) bearing wingy or downy seeds, when mature that cause the spread of weeds and when breathed, irritation to the throat, lungs, and eyes of the public;
- (d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property;
- (e) being unsightly; and/or
- (f) exceeding 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject property constitutes a threat to the health, safety, and welfare of the citizens of the City of Hoover and must be abated.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that the weeds and/or grass located at the following address are declared to be a public nuisance:

425 Shades Avenue, Hoover, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located at the above described property is hereby ordered to be abated by the City of Hoover as provided under Alabama law.

ADOPTED this the 21st day of September, 2020.

APPROVED BY:

Frank V. Brocato, Mayor

Gene Smith, Council President

ATTESTED BY:

Wendy Dickerson, City Clerk

RESOLUTION NUMBER 6317-20

A RESOLUTION FOR THE ABATEMENT OF NUISANCE DUE TO WEEDS AND/OR GRASS

WHEREAS, the *Code of Alabama* gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, it has been determined that the properties (hereafter subject properties) located at the addresses listed below have an overabundance of grass and/or weeds present thereon:

2302 Locke Lane, Hoover, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject properties is injurious to the general public health, safety and general welfare by:

- (a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests; or
- (b) attaining heights and dryness that constitute a serious fire threat or hazard; or
- (c) bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or
- (d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property; or
- (e) being unsightly; or
- (f) growth of grass or weeds, other than ornamental plant growth, that exceeds 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject properties constitute a threat to the health, safety, and welfare to the citizens of the City of Hoover and must be abated;

WHEREAS, the subject properties were declared to be a public nuisance by this City Council through Resolution Number 6258-20 passed by the Council on the 15th day of June, 2020;

WHEREAS, following the passage of Resolution Number 6272-20 the City Council scheduled a public hearing on Monday, July 20, 2020 at 6:00 p.m. in the City Council Chambers to consider evidence, objections, and protests regarding the removal of the weeds on the subject properties;

WHEREAS, as required by Alabama Code §11-67-62:

- (a) notices of the public hearing were mailed by certified mail, return receipt requested at least twenty-one (21) days from the date of the public hearing to all property owners of the subject properties appearing of record in the office of the tax assessor;
- (b) notice of the public hearing was posted in three public places located in the municipality for at least 21 days prior to the hearing; and
- (c) two signs were conspicuously posted on each of the subject properties at least seven (7) days prior to the public hearing date;

WHEREAS, the City Council convened for such public hearing at said time and date and heard and considered all evidence concerning the subject properties; and

WHEREAS, no objections or protests regarding the proposed removal of the weeds and/or grass on the subject properties were filed with and/or presented to the City of Hoover at this public hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present, at the conclusion of the public hearing that the weeds and/or grass on the following properties is declared to be a public nuisance:

2302 Locke Lane, Hoover, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located on the subject properties is hereby ordered to be abated by the City of Hoover, Alabama as provided under Alabama law.

ADOPTED this the 20th day of July, 2020.

APPROVED BY:

Gene Smith, Council President

Frank V. Brocato, Mayor

ATTESTED BY:

Wendy Dickerson, City Clerk