

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING AGENDA**

**PRE-COUNCIL ROOM (A106) CITY HALL
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

APRIL 13, 2015, 5:45 P. M.

1. Representative(s) of ABC 33/40 to discuss featuring the City in upcoming community broadcast segment.
2. Mrs. Tommy Thomson to address the City Council concerning leaf blowers. (See attached information.)
3. Proposed parking changes for English Village and the City's leased parking lots – Dana Hazen. (See attached information. This item may be added to the formal agenda.)
4. Resolution opposing House Bill 185 – Sam Gaston (See attached information. This item may be added to the formal agenda.)
5. Clinical affiliation agreement with Samford University-Chris Mullins (See attached information. This item may be added to the formal agenda.)
6. Skipper Consultants review and recommendations for the Overton Road/South Brookwood Road intersection – Richard Caudle of Skipper Consultants. (See attached information. This item may be added to the formal agenda.)
7. Reorganization of Planning and Inspections Departments – Sam Gaston & Dana Hazen. (See attached information. These items may be added to the formal agenda.)
 - a. Create position of Director of Planning, Building and Sustainability – Pay Grade 30.
 - b. Create position of Senior Plans Examiner – Pay Grade 26.
8. Executive Session.



Sam Gaston

From: Tommy Thomson
Sent: Friday, March 20, 2015 12:50 PM
To: gastons@mtnbrook.org

Attachments: Document1.doc; ATT01158.txt



Document1.doc (28 KB) ATT01158.txt (95 B)

Mr. Gaston,

Thank you so much for listening to my concerns this morning regarding the extreme noise resulting from leaf blowers in our community. As you advised, I have attached a brief outline of my concerns and possible solutions and I am certainly open to any other ideas. I hope you and your family have a good weekend. Thanks again - Kathy Thomson

Dear Mr. Gaston and Mountain Brook City Council Members,

Thank you for taking the time to listen to my concerns regarding the leafblower noise level in our community. I have read the current ordinances that limit the hours they can operate. My concern is the high level of noise that leaf blowers create and the length of time they are used. For example, I have been at home and hearing noise blowers consistently since 8:00 a.m. this morning until the time that I am writing this document, 1:00 p.m. There was perhaps twenty minutes in this five hour period that a leaf blower wasn't operating. I work from home and have tried using earplugs but the noise level is so great that it doesn't help, unfortunately. I have heard many other neighbors and Mountain Brook residents express concerns over the noise issue as well.

I am very "pro business" and do not wish to negatively affect the business of the landscape companies and their employees. My goal is to explore options that would enable residents to enjoy being in and outside our homes without hours and hours of constant noise pollution.

One thought I had was that all landscape companies could be required to use the newer, much quieter leafblowers that the market offers. I did a little research on this and found several options from Consumer Reports. There are definitely leafblowers that come with a sound muffling design; the Husqvarna 356BT is just one example. Electric leaf blowers are quieter than gas models. If newer leaf blowers were required, I have read that they are up to 75% quieter than ones manufactured a decade ago. Another thought is to require a minimum of two (preferably three) operators of the leafblowers at a time; that would at least cut in half the amount of time that the noise is going on. For example, our neighborhood has large lots and some are several acres; when there is only one leaf blower working, the noise can go on for hours and hours. The last thought I had was to further restrict the hours that leaf blowers can operate. Again, I am very aware of the priority of businesses being able to operate and the importance of that. However, if they were limited to the hours of between 10:00 and 4:00, this would enable residents to enjoy quite mornings and evenings, as well as outdoor time in the milder weather months. We have heard leaf blowers as early as 6:45 a.m. and as late as 7:45 p.m.

Thank you again for listening to my concerns. Leaf blowing has become a year round issue; it is no longer limited to the fall months when leaves are on the ground. They are used to clean outdoor areas and clear away grass clippings and twigs. I will be happy to do anything I can from my end to help improve this quality of life issue for myself and other residents.

Kathy Thomson
3121 Brookwood Road
Mountain Brook, Al. 35223
205-968-2219



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: April 9, 2015
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Long-term Parking in English Village

There are 32 parking spaces in the lower city-lease lot in English Village. This lot is designated for long term parking and is heavily utilized by the employees of English Village. Since the establishment of Little Hardware, the re-opening of the spa (now know as Tonya Jones Salon/Spa) and the re-opening of the restaurant behind IZ Café (now know as La Katrina Cantina), the lower lot fills up quickly in the mornings and stays full throughout the day. The lower lot is currently the only all-day parking for the employees of English Village, and the City has been receiving complaints that it does not adequately accommodate the employees.

In the meantime, the upper City-leased lot (2-hour time limit) contains 18 parking spaces, many of which appear to remain unused throughout the day. Staff surveys of this parking lot have shown it to be approximately half utilized, with the highest use being during the noon hour. Still, a survey of this lot and other parking in the vicinity (between the hours of 11:45 a.m. and 1:00 p.m. on Wednesday, April 8) revealed the following:

**Vacancies in Upper Lot
(18 total spaces):**

11:45 – 14
12:00 – 5
12:15 – 6
12:35 – 14
12:55 - 18

**Vacancies at Little Hardware
(total of 33 private spaces):**

11:45 - 15
12:00 - 17
12:15 - 14
12:35 - 17
12:55 – 15

**2-hour public parking behind
Little Hardware along Park Lane
(total of 12 spaces):**

11:45 – 10
12:00 – 8
12:15 – 9
12:35 – 8
12:55 - 9

Lower Lot:

Full between 11:45 – 12:55

Cahaba Road:

Average of 3 vacant spaces
between 11:45 – 12:55

Staff recommends converting the upper lot to all-day parking for use by employees and patrons of the village. Should this result in an inadequate supply of patron parking, the City may revisit the time limit on the 12 spaces behind Little Hardware, or request that Little Hardware utilize its private parking for at least some of its employees.



George Henry

Mar 26

to Ken, amroa, aamca, Greg, Lori

This WILL be on the agenda for next Wednesday, 9am in room 429. The Chair told me shortly ago the sponsor asked to have it included and she will not refuse this request.

I was told by the chair we should reach out to the sponsor and ask him if he would consider negotiating and postponing inclusion thereof.

This is a 35k/year hit to alabaster and 2/3 of all our business licenses come from non-domiciled entities (should this trickle down to others).

George Henry

City Manager

www.cityofalabaster.com

This e-mail and any attachments are intended for the individual or company to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure or unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system. Recipients should be aware that all emails exchanged with the sender are automatically archived and may be accessed at any time by duly authorized persons and may be produced to other parties, including public authorities, in compliance with applicable laws.

AAMCA HB185 - Resolution

Inbox x

Ken Smith

Mar 26

to amroa, aamca, George, Greg, Lori

All—

Attached is a resolution opposing the passage of HB185, which restricts municipal authority to license home health entities to those with business locations or branches in the municipality.

If your council adopts this resolution, please fill in the blanks with the name of your municipality and be sure to indicate whether you are city or town. Also, please include the loss of revenue you could suffer as a result of this measure, if known, in the appropriate space. **PLEASE DON'T LEAVE THESE SPACES BLANK.**

Whether your council adopts this resolution or not, I would encourage you to continue to contact your

legislative delegation to voice your opposition to this bill.

Thanks for your efforts.

Ken Smith | Executive Director

(334) 262-2566 | Fax: (334) 263-0200

kens@alalm.org | www.alalm.org

Alabama League of Municipalities

P.O. Box 1270 | Montgomery, Alabama 36102

DISCLAIMER: Please read this notice before using any materials or relying on any advice from the League: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521 and is legally privileged. Any advice, ordinances, contracts, policies or other information of whatever nature which are mentioned and included in this mailing are not a substitute for obtaining individualized legal advice. Users are advised that all materials must be updated and adapted to local needs and circumstances. Use of these materials and/or advice is at the sole risk of the user. The Alabama League of Municipalities, its instrumentalities, and their staff disclaim any responsibility or liability which may arise or result from the use or implementation of all or any portion of the advice or materials included in this message.



I wanted to be sure to call attention to this item from the League's Statehouse Advocate* for this week.**

Municipal Business License Exemptions - [HB185](#) by Rep. Ron Johnson & [SB237](#) by Senator Waggoner would specify that for purposes of the municipal or county business licenses, a qualified home health care or hospice agency or a qualified provider of durable medical equipment, prosthetics, orthotics or health care supplies would only be required to purchase a municipal or county business license for its headquarters or any branch office that it maintains within the state. In addition, a health care employee or other agent or representative of a qualified home health care or hospice agency or a qualified provider of durable medical equipment, prosthetics, orthotics or health care supplies would not be required to purchase a business license from a municipality or county or its agent, including a private auditing firm, merely because the person visits a patient whose residence, or the health care facility in which they are being treated, is located within that municipality or county or furnishes equipment or health care supplies within the municipality or county. *Chairwoman Weaver granted a public hearing request by the League on HB185 last week and Ken Smith, League*

4/10/2015

1. This bill is needed because seniors/at risk members of community will not be able to receive in home care otherwise.

- a. A business being required to purchase a delivery license, already capped by the legislature at \$100 plus .075% gross receipts over \$75k, is not onerous nor will it put someone out of business. No case has been presented to justify this assertion. In fact to his the \$75k bill the proponents use it would have be to be a business generating several tens of millions in annual sales.

2. This bill is needed because these industries lose money on providing care/service/goods to this group of people.

- a. It is not proven this is an unprofitable industry but rather there are certain items which are 'loss leaders', i.e. value items at a fast food location likely do not make profit but the ancillary services/goods i.e. a drink certainly make up for it. In sum, the industry is quite profitable overall and is creating a distraction by linking this to a reduction in care when (see #1 above) this is unproven.

3. This bill is needed because auditors (external/internal) are creating hardships for this industry.

- a. This is quite possibly a real issue that should be addressed due to methodology of RDS (RDS is named as a big reason for this bill by proponents). The ability of audit to force back pay of 3 yrs plus penalties is creating a hardship for businesses.

4. This bill does not create a slippery slope or open pandoras box to other industries making same requests.

- a. This is absolutely false and proven over time to encourage others to make same requests, many industries operate on thin margins. This is just another industry making the same claim in a different way, i.e. appealing to senior care diminishment. It is a fact industry does not principally want to pay a business license, it is a fee they do not see a return on. This makes sense and should not be dismissed out of hand but rather help industry realize they benefit from city/county streets, public safety, water, sewer and other infrastructure. Being asking to contribute to a common good/use is not onerous nor unreasonable.

5. This bill is narrow in scope

- a. Not only does this bill exempt the entire home health, hospice and durable medical goods industries, by amendment on day of vote the house committee considered and approved language to include the orthotics/prosthetics state board as well. They considered it a 'technicality'. It seems there are a few hundred included entities known at this point.
- b. For Home Health and Hospice (please click on select a facility type): <http://ph.state.al.us/facilitiesdirectory/%28S%28yoislg55swyvxlw12mds445%29%29/Default.aspx>
- c. For Home Medical Equipment (a total roster is provided of 20 pages of 20 locations on each page): <http://www.homemed.state.al.us/Roster.aspx>

from: **Steve Boone** <boones@mtnbrook.org>

to:

cc: **Sam Gaston** <gastons@mtnbrook.org>

bcc: april.weaver@alhouse.gov,
mike.millican@alhouse.gov,
john.knight@alhouse.gov,
elainabeech83@gmail.com,
mdfridy@gmail.com,
laura.hall@alhouse.gov,
ronald.johnson@alhouse.gov,
pwlee@graceba.net,
arnold.mooney@alhouse.gov,
rebeccasnordgren@gmail.com,
jimpattersonhd21@gmail.com,
tiger9127@bellsouth.net,
jackwilliams55@icloud.com

date: Mon, Mar 23, 2015 at 4:29 PM

subject: HB 185 sponsored by Rep. Ron Johnson and SB 237 by Senator Waggoner

As Finance Director of the City of Mountain Brook I am opposed to HB 185 and SB 237 for the following reasons:

1. These bills selectively and arbitrarily exclude businesses from the local licensing regulations
2. These bills will negatively impact the general fund revenues for all local governments
3. If home health care, hospice, durable medical equipment, et. al. are exempted from local licensing regulations, what industries will be next to request similar exemptions
4. Local governments routinely struggle with balancing their budgets and generally oppose actions by the Alabama Legislature that limit their already limited taxing and licensing authority

I would appreciate your vote against these proposed bills.

RESOLUTION NO. 2015-____

WHEREAS HB185 restricts municipal authority to license home health businesses to those with a headquarters or branch office physically located within the City of Mountain Brook; and

WHEREAS businesses that provide goods or services within the municipal corporate limits, whether or not they have a physical location within the corporate limits, take advantage of the financial and other benefits they receive from the municipality including, but not limited to, the use of city streets and roads, the potential use of police and fire protection, and the potential use of city ambulances or rescue services; and

WHEREAS revenue collected from business licensing provides a financial means for defraying the costs of providing essential services by licensing businesses in appropriate circumstances; and

WHEREAS, businesses with physical locations outside the municipal corporate limits will use municipal services to benefit their business when inside the municipal corporate limits; and

WHEREAS, monies collected from business licensing are used not just for revenue purposes, but to protect citizens by allowing municipalities to verify that home health companies providing services inside the municipal corporate limits are in compliance with necessary laws and regulations; and

WHEREAS, loss of revenue from home health licenses would cost the City of Mountain Brook more than \$20,000 annually in general fund revenue; and

WHEREAS, legislatively carving out this type of business from the coverage of municipal business licensing creates fundamental unfairness to other businesses and is a slippery slope as other businesses and industries start to request similar legislative exemptions from municipal license authority that could potentially cost the municipality a significant loss of revenue thereby resulting in a potential for devastating effects on the quality of life of our residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby expresses its strong opposition to HB185 or any similar legislation that would further restrict the municipality's authority to properly license business that is transacted within the municipality.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, that the Jefferson County legislative delegation is hereby urged to oppose the passage of HB185.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

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 April 13, 2015, as same appears in the minutes of record of said meeting.

City Clerk



56 Church St.
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802-2400
Fax: 205.870-3590
www.mtnbrook.org

March 30, 2015

Report of accounts that provide Home Health Care Services and or Medical Equipment Supply and the revenues that The City of Mountain Brook has collected thus far in 2015.

These are revenues that the city stands to loose if HB 185 Resolution is accepted.

New Beacon Healthcare Group LLC	\$9889
Brightstar Healthcare	4956
Choice Home Care Specialists	2840
McKesson Medical Surgical Inc	735
Walter Consulting LLC	472
Kassouf Medical Inc	410
Patterson Medical Supply Inc	300
More Hands 4 Your Needs	222
Collat Jewish Family Services	210
Statlab Medical Products	173
PSS World Medical Inc	110
Gulf South Medical Supply	110
Fresenius Medical Care	110
Zee Medical Inc	48
Total	<u>\$20,585</u>

This list may not be all inclusive and contains revenues collected to date in 2015.

Submitted by:

Jack L. Bankston
Revenue Examiner

Sam Gaston

From: Steve Boone
Sent: Thursday, March 26, 2015 3:38 PM
To: Sam Gaston
Subject: Fwd: FW: Clinical Affiliation Agmt - Samford & City of Mountain Brook
Attachments: Mountain Brook Affiliation Agreement.docx

For the pre-meeting

----- Forwarded message -----

From: Steve Stine <sstine@bishopcolvin.com>
Date: Thu, Mar 26, 2015 at 2:50 PM
Subject: FW: Clinical Affiliation Agmt - Samford & City of Mountain Brook
To: Christopher Mullins <mullinsc@mtnbrook.org>
Cc: Steve Boone <boones@mtnbrook.org>, Robert Ezekiel <ezekielr@mtnbrook.org>

Chris, I have spoken with, and am forwarding to Steve Boone, this Clinical Affiliation Agreement with Samford regarding the assessment/observation/study that the Samford U intern/student – Jennifer Kennedy – is going to do concerning the nutrition and health of Fire Department’s EMT staff. Because the City is not making any financial commitment to Samford in this Agreement, it could be argued that the Council does not have to approve it. Also, the City has had various types of student interns work for it and not had any agreement with the intern’s school. However, in this situation, Samford wants an agreement and the Fire Dept. is making a general commitment to cooperate with Samford U in its educational program related to this intern’s study. On balance, having an Agreement is beneficial to us (because we have a favorable indemnity provision in the Agreement and Samford is providing insurance regarding its student’s actions), and it is probably best to advise the Council of its existence and get Council approval before entering this Agreement.

Steve is going to put the Agreement on an upcoming Council agenda.

Steve Stine

1910 First Avenue North

Birmingham, Alabama 35203

Phone : [\(205\) 251-2881](tel:(205)251-2881)

Fax : [\(205\) 254-3987](tel:(205)254-3987)

Email: sstine@bishopcolvin.com



From: Glenn, Tinisha [<mailto:tmglenn@samford.edu>]
Sent: Thursday, March 26, 2015 2:11 PM
To: ssstine@bishopcolvin.com; 'Christopher Mullins'
Subject: RE: Clinical Affiliation Agmt - Samford & City of Mountain Brook

Steve and Mr. Mullins;

The affiliation agreement is acceptable. Once the agreement is approved by the City and signed on behalf of the City of Mountain Brook please return the agreement to me for signature on behalf of Samford University.

Thanks,

Tinisha Glenn

From: Steve Stine [<mailto:ssstine@bishopcolvin.com>]
Sent: Thursday, March 26, 2015 11:27 AM
To: Glenn, Tinisha; 'Christopher Mullins'
Subject: Clinical Affiliation Agmt - Samford & City of Mountain Brook

Tinisha, it was my pleasure to speak to you yesterday.

As I mentioned when we spoke about a Clinical Affiliation Agreement between Samford and another of our clients, our firm also represents the City of Mountain Brook. Just last week Chris Mullins of the City of Mountain Brook Fire Department told me that a Samford Graduate Student, Jennifer Kennedy, has plans to observe and interact with the City's EMTs on an intern basis for several weeks beginning on April 27. We understand that Ms. Kennedy will be observing and interacting with the City's EMTs for the purpose of advancing her studies in the field of Nutrition & Dietetics, and that the focus on her internship will be on the nutrition, fitness and health of the City's EMTs. Her work will not directly

4/10/2015

pertain to the provision of emergency or health services that the EMTS provide, which makes this situation somewhat different from other intern situations where the Samford students are observing (or possibly even assisting) certified persons provide health care.

Attached is a Clinical Affiliation Agreement between Samford and the City that should work for this situation. With minor changes (for example, referring to the "City's staff and employees" instead of to "patients" or "students" as in your form), this is substantially the same contract that Samford and the Alabaster Board of Education are entering for athletic training. However, please note that, in the "Term and Termination" provision on Page 7, we removed your automatic renewal provision and the term of this contract is limited to one year; we limited the term because we do not know of Samford health studies students other than Ms. Kennedy who will be interning or are likely to intern with the City in the near future. If other intern situations develop in the future, we can use this contract as the prototype for those situations.

Please let me and Mr. Mullins know if this Agreement is acceptable as soon as possible. This Agreement will be presented to the Mountain Brook City Council, and, because the Council only meets twice a month, we need to promptly complete the City's approval process in order to meet the April 27 scheduled start date for Ms. Kennedy's program.

Do not hesitate to call me or Mr. Mullins if you have any questions.

Steve Stine

1910 First Avenue North

Birmingham, Alabama 35203

Phone : [\(205\) 251-2881](tel:(205)251-2881)

Fax : [\(205\) 254-3987](tel:(205)254-3987)

Email: ssstine@bishopcolvin.com





This email has been checked for viruses by Avast antivirus software.

www.avast.com



This email has been checked for viruses by Avast antivirus software.

www.avast.com

--

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org
<http://mtnbrookcity.blogspot.com/>
Twitter®: @mountain_brook

**SAMFORD UNIVERSITY COLLEGE OF HEALTH SCIENCES
CLINICAL AFFILIATION AGREEMENT**

This Clinical Affiliation Agreement (the “Agreement”) is entered into between **Samford University** through its College of Health Sciences, hereinafter referred to as “University”, and the **City of Mountain Brook, Alabama**, on behalf of its Fire Department, hereinafter referred to as the “Facility.”

The College of Health Sciences offers its enrolled students a degree in the field(s) below. Please check the box for the Program(s) that are applicable to your Facility:

- Athletic Training
- Nursing- Nurse Administrator
- Nursing- Nurse Anesthesia
- Nursing- Nurse Educator
- Nursing- Family Nurse Practitioner
- Nursing- Health System Management and Leadership
- Nursing- Undergraduate
- Nutrition and Dietetics
- Pharmacy
- Physical Therapy
- Public Health
- Social Work
- Speech Language Pathology
- Sports Administration
- Sports Medicine
- Exercise Science- (pre-physical therapy)
- Health Sciences

**SAMFORD UNIVERSITY COLLEGE OF HEALTH SCIENCES
CLINICAL AFFILIATION AGREEMENT**

This Clinical Affiliation Agreement (the “Agreement”) is made and entered into by and between **Samford University**, through its College of Health Sciences, hereinafter referred to as “University”, and the **City of Mountain Brook, Alabama**, on behalf of its Fire Department, hereinafter referred to as the “Facility.” This Agreement shall be effective as of the date last signed below by a party (the “Effective Date”).

Recitals:

A. **WHEREAS**, the purpose of this Agreement is to establish coordinated clinical educational programs and guidelines for the education and training of health sciences students (hereinafter referred to as “Program Participants”).

B. **WHEREAS**, the Facility provides offers a setting which is suitable for internships/externships for Program Participants in the field(s) indicated above.

C. **WHEREAS**, the University offers health related programs of study through the following schools: Ida V. Moffett School of Nursing, McWhorter School of Pharmacy, School of Health Professions and the School of Public Health.

D. **WHEREAS**, pursuant to this Agreement, the University desires to provide its Program Participants with clinical instruction or an internship/externship, and the Facility desires to provide those Participants access to its facilities in a manner that both facilitates the University’s programs and benefits the Facility’s students.

In consideration of the mutual covenants and agreements herein set forth, the University and Facility agree as follows:

I. Scope of Training

a. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree being pursued. Activities performed by Program Participants covered by this Agreement are considered to be educational in nature, therefore, no monetary compensation will be paid to the Program Participants by the Facility.

b. Program Participants will not have implied, presumptive or apparent authority or independent health or other care responsibilities for Facility’s staff, and are not to be considered as independent health care providers, advocates of any of the Facility’s employees, agents, contractors or representatives , or individuals practicing in an extended role while participating in an education program pursuant to the terms of this Agreement.

c. University and Facility acknowledge that this Agreement is intended to include Program Participants receiving hands on training and those observing. Facility may use its discretion in determining when a Program Participant may engage in hands on experience in compliance with standards, if any, set by University.

d. The withdrawal, dismissal or removal of a Program Participant in accordance with Section II, clause (j) of this Agreement, will not affect continuation of this Agreement or the continued training of other Program Participants.

e. The parties agree to cooperate with each other in conducting periodic reviews of program objectives and Program Participant performance.

f. Program Participants participating in the educational training program as a requirement of the University degree/certification programs are under the direct and indirect supervision of the University faculty. While on Facility premises, Program Participants participating in precepted experiences shall at all times function under the general supervision of the Facility employee serving as the preceptor, Facility Field Instructor or Clinical Coordinator(s); provided that nothing herein shall obligate the Facility or any of its employees or representatives to supervise all the activities or conduct of a Program Participant while he or she is present at a training site.

g. Program Participants are not to render patient care and/or service with respect to the Facility's employees, staff or members of the public that are served by the Facility, except as identified for educational value as part of the jointly planned education program, all under the supervision of a professional practitioner as defined by the program of study accrediting body.

II. University Responsibilities

The University will perform the following in connection with its clinical programs and the Program Participants:

a. Be responsible for developing and coordinating the programs in accordance with accepted standards for national accreditation.

b. Plan and supervise the educational training programs in coordination with designated personnel of the Facility or training site.

c. Intentionally deleted.

d. Require that, as conditions for participating in a program at a Facility location(s), each Program Participant shall have written evidence of each of the following: (i) health insurance (evidence of such to be provided upon request to the Facility) at the time of participation in the program; (ii) CPR training, if applicable to Program Participant's program; (iii) a physical examination by a physician in the immediate period before participating in the program; and (iv) vaccination for Influenza, Rubella, Varicella and Hepatitis B, and that he/she has undergone a Tuberculin Skin Test prior to participation. Upon request of the Facility, the University will agree to require its Program Participants to furnish the Facility any documentation evidencing that the Program Participant has satisfied all of above requirements.

e. Be responsible for the classroom instruction and evaluation of each Program Participant enrolled in the educational training program.

f. Provide the Facility with a list of Program Participants who will participate in the educational training program in advance of the educational period. The Facility reserves the right to approve in advance (1) the number of Program Participants to be assigned to the facility and (2) the dates and times of the educational training experience.

g. Designate a member of the University's faculty who will provide orientation materials for the Preceptors [as such term is identified in Section 3.a. below] which will include (1) the overall philosophy and goals of the

program; (2) expectations of the Preceptors and/or Clinical Coordinator(s) including feedback about the Program Participants; (3) how the Preceptor can reach the Faculty of the University; (4) what to expect from the Program Participants at various levels of the Program in terms of knowledge and skill; (5) objectives for the specific clinical practicum, clinical rotation, internship/externship; (6) what the Preceptor can expect of the supervising faculty; (7) an overview of teaching strategies with an emphasis on learning in the clinical environment; (8) an introduction to evaluation of Program Participants; including the tools and format used by the Program.

h. Designate a faculty member to serve as the Program Participant's faculty advisor and/or faculty liaison in coordinating activities and other aspects of this Agreement with the Preceptor or Clinical Coordinator(s) mutually acceptable to the Facility and the University. The designated faculty member will plan and oversee the clinical program for the program participants in conjunction with the Preceptor and Clinical Coordinator(s) at the Facility.

i. Assume overall responsibility for the core of the educational programs at the University and evaluation of the Program Participants at all training sites through the University's faculty. The ultimate responsibility for the academic education of Program Participants rests with the University. University faculty will be responsible for communicating to the Program Participants and the training site the Program Participant's learning goals and objectives.

j. Notify the Program Participants of Facility's requirement to comply with all applicable policies, procedures, rules and regulations of the Facility, including regulations concerning access to training sites. Upon Facility's request, the University will remove any Program Participant from the program covered by this Agreement for unsatisfactory performance, or if his or her behavior (i) is disruptive or detrimental to the Facility and/or its staff or the administration at the training site(s), (ii) poses a risk to the health or safety of the staff or administration at the training site(s), (iii) violates the Facility's rules, regulations, procedures and policies concerning interaction with staff training site, or (iv) violates the confidentiality of any protected information.

k. Perform a criminal background check, check the sex offender registry, perform a social security trace, and obtain a drug screen on each Program Participant enrolled in the Program, and not assign to a program any person who evidences a criminal record of offenses or other background that is or may be detrimental to the health, safety or welfare of the Facility's staff. Each Program Participant is required to undergo random drug testing conducted by the University. Additionally, the University will notify Program Participants of any additional requirements in order to receive clearance from Facility to participate in its programs. The completion of any such additional requirements will be the responsibility of the Program Participants.

l. Educate and train Program Participants about clinical safety, including OSHA blood-borne pathogen standards.

m. Agree to withdraw from the Facility any Program Participant or faculty member whose health is deemed by the Facility to be detrimental to patients or staff.

n. Intentionally deleted.

o. Intentionally deleted.

p. Prohibit the publication of any material relative to the training program at the Facility that has not been reviewed and approved, in its sole discretion, by the Facility.

q. Screen students against the Office of the Inspector General List of Excluded Individuals/Entities ("OIG) and the General Services Administration's Excluded Parties List ("GSA") to verify as of the Effective Date of this Agreement, that Program Participants have not been convicted of a criminal offense, assessed civil money penalties pursuant to the Civil Monetary Penalties Law, or excluded from the Medicare program or any state

health care program.

r. Check the professional license, if any, held by Program Participants to determine whether the license has been suspended, revoked, terminated, or otherwise modified as to rights and privileges under such license. The University will require Program Participants to hold an active and unencumbered license. If the license check reveals that a Program Participant's license is presently suspended, revoked, or terminated such Program Participant shall not be assigned to the Facility.

s. Require the Program Participants to dress in accordance with the dress and personal appearance standards approved by the faculty. Such standards shall be in accordance with the Facility's standards.

t. The University shall ensure that each Program Participant entering a training site has completed training in protection of patient sensitive information as required by the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (Division A, Title XIII and Division B, Title IV of Public Law 111-5), if applicable. The University policies shall take appropriate measures to prohibit Program Participants from using, disclosing or otherwise improperly using patient information gained at or through the Facility in the educational experience provided by the University. Such prohibited uses and disclosures shall extend to reports, essays, class discussions, and other education activities.

u. Intentionally deleted.

III. Facility Responsibilities

With respect to the clinical programs and Program Participants, the Facility agrees that is will:

a. Provide Preceptors in number and qualification as agreed by the parties (the "Preceptors").

b. Identify a Clinical Coordinator at the Facility to oversee the Program at the Facility as agreed to by the parties.

c. Intentionally deleted.

d. Provide the Program Participants and faculty members with the applicable rules, regulations, and procedures of the Facility.

e. Make clinical facilities, supplies, equipment, and preceptorships available to the University's faculty and Program Participants in the educational training program.

f. Orient Program Participants and University faculty who visit the Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.

g. Have the right to immediately terminate a Program Participant's participation in the training program when the Program Participant's performance at the Facility is unsatisfactory or his or her behavior is disruptive or detrimental to the Facility and/or its students or staff, poses a risk to the health or safety of its staff, has repeatedly violated the Facility's rules, regulations, procedures and policies, or violates the confidentiality of any information.

h. Acknowledge and agree that the Preceptor, if any, shall be responsible for supervising the educational training experience of the Program Participant while the Program Participant is at the Facility and shall act as the clinical

liaison to the University in implementing the terms of this Agreement; provided that nothing herein shall obligate the Facility or any of its employees or representatives to supervise all the activities or conduct of a Program Participant while he or she is present at a training site. Preceptor shall be responsible for cooperating with the University's faculty member designated by the University to assure mutual participation and supervision of the Program.

i. Inform persons interacting with a Program Participant of his/her status.

j. Maintain overall responsibility for the University's students in the training areas in which the clinical, internship, or externship program is conducted; provided that nothing herein shall obligate the Facility or any of its employees or representatives to supervise or be responsible for all the activities or conduct of a Program Participant while he or she is present at a training site.

k. Intentionally deleted.

l. Intentionally deleted.

m. Intentionally deleted.

n. Intentionally deleted.

o. Comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the University's students who train at the Facility pursuant to this Agreement.

p. Agree that the Program Participants enrolled in the educational training program shall be and remain students of the University and shall in no sense be considered employees, agents or representatives of the Facility.

q. Assist in arranging for emergency treatment for injuries received by Program Participants and faculty members while in the Facility and engaged in their work and study therein, including the prompt and appropriate transfer of the Program Participant to any emergency room. In such case, Facility does not assume the associated expenses for such medical treatment, including costs of transfer and further treatment.

r. Provide adequate meeting and conference space and access to library facilities, if applicable, when arranged in advance by the University.

s. Allow Program Participants and faculty members at their own expense to use the Facility's cafeteria, if applicable.

t. Allow vehicle parking at the Facility for Program Participants and faculty members. To the extent there is a charge for parking, such charge will be paid by Program Participant and faculty.

u. Promptly notify the University if any Program Participant is in the Facility's judgment unprepared or unable to safely participate in the learning experiences for which the University has identified the Program Participant as being prepared to undertake.

v. Notify the University of any incidences involving a Program Participant for which a claim is made by a third party against such a Participant or the professional liability coverage of any Program Participant, and to cooperate with the University in the investigation and/or processing of such incidents and/or claims, recognizing that it is

necessary for both parties to have access to normal investigation information for incidents subject to limitations of law and otherwise as reasonably applied by the Facility to protect statutory and common law privileges.

IV. Responsibilities of Preceptor or Facility Personnel Directly Involved in the Supervision of Program Participants

The Preceptor or Facility personnel will perform the following responsibilities:

- a. Include the Program Participant in educational opportunities or observations, as appropriate.
- b. Evaluate the Program Participant's progress and performance at intervals specified by the University and on the basis agreed by the Parties; provided that the University shall retain overall responsibility for evaluating and grading the performance of all Program Participants.
- c. Inform faculty member at the University of the Program Participant's unacceptable performance, or otherwise make requests for removal of a Participant from a program as contemplated herein.

V. Term and Termination

This Agreement will be effective as of the Effective Date and thereafter continue in effect for a period of one year; provided that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other party with ninety (90) days advanced notice in writing. Such termination will not become effective with respect to the Program Participants then participating in a rotation at Facility until the Program Participants' scheduled rotation is complete, provided that Facility continues to have sufficient staffing and other resources to continue the program until that date.

VI. Professional Liability Coverage

For the duration of the Agreement and for limits not less than stated below, the University shall maintain the following types of insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the Facility:

- a. The University, at its expense will obtain and maintain professional liability insurance coverage for the University, its faculty members, and its students (with the exception of nurse anesthetist students) with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate. Such insurance shall cover all actions by such insureds occurring during the term of this Agreement.
- b. The University, at its expense will obtain and maintain general liability insurance coverage for the University, its faculty members, and its students performing clinical work under this Agreement with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the annual aggregate. Such insurance shall include completed operations and contract endorsements, and shall cover all actions by such insureds occurring during the term of this Agreement.

Before the execution of the Agreement, the University shall provide the Facility a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the Facility, and its officials and employees, as additional insured on the Comprehensive General Liability policy, and any applicable umbrella and excess policies, with respect to claims or liabilities arising out of the University's operations or performance of services pursuant to the Agreement.

VII. Indemnity

The University shall indemnify and hold harmless the Facility, and its members, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of or were caused by the negligence or misconduct of the University or a Program Participant, or from any breach of this Agreement by the University or any Program Participant.

VIII. Confidentiality

a. For purposes of the Health Insurance Portability and Accountability Act (HIPAA), University and Facility acknowledge that Program Participants are part of the Facility's "work force" as defined in the HIPAA Privacy Regulations at 45. C.F.R. 160.103, and as such, no Business Associate Agreement is required between the University and Facility. Facility consequently agrees to provide Program Participants and faculty placed with Facility with training regarding Facility's HIPAA policies and procedures. University and Facility acknowledge that students and faculty may use persons' personal health information for educational purposes at the Facility and at the University, provided such information is appropriately de-identified as to remove all data that may be used to connect such information back to the person to whom it relates, or provided Facility otherwise gives written permission.

b. Program Participants and faculty shall respect the confidential nature of information that they have access to, including but not limited to any personal health information of Facility staff provided to them orally, contained in medical records or maintained on the Facility's electronic information system, if applicable. University will advise all Program Participants and faculty of the importance of complying with all relevant state and federal confidentiality laws, including Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. University will advise Program Participants and faculty of the importance of complying with the Facility's policies and procedures relative to HIPAA.

c. The University agrees that, in the course of its clinical programs contemplated hereunder, it, its Faculty and its Program Participants will comply with all requirements of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g) (otherwise known as "FERPA" or the Buckley Amendment) and shall take all measures necessary to ensure the confidentiality of any and all student-record information protected by that Act.

IX. NOTICE

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this section, until and unless such party changes the specified address by written notice to the other.

If to University:

Tinisha Glenn
Contracts and Compliance Manager
College of Health Sciences
Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229

If to Facility:

City of Mountain Brook,
Attn: Chris Mullins, Battalion Chief ~ EMS Division Director
Mountain Brook Fire Department
102 Tibbett Street
Birmingham, Alabama 35213
205 802-3837 ~ Office
mullinsc@mtnbrook.org

X. GENERAL PROVISIONS

- a. **Independent Contractor Status.** Each party hereto shall be considered an independent contractor of the other with respect to their duties and obligations hereunder. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. The Facility retains no control or authority with respect to its means and methods in which the University, the Program Participants or any of its Faculty or employees perform the services contemplated in this Agreement.
- b. **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.
- c. **Written Amendments.** This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by both parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing signed by both parties.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.
- e. **Heading: Number and Gender.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of this Agreement. When required by the context, each number, singular and plural, shall include all numbers and each gender shall include the feminine and masculine.
- f. **No Waiver.** If in one or more instances a party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.
- g. **Assignment.** This Agreement is not assignable by either Party without the advance written consent of the other. Further, this Agreement is binding on the legal successor of the Parties.
- h. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement. This Agreement does not confer, and is not intended to confer, any rights, benefits or obligations upon any third parties who are not signatories below.
- i. **Non-Discrimination.** Samford University is an Equal Opportunity Institution that complies with applicable law prohibiting discrimination in its educational and employment policies and does not unlawfully discriminate on the basis of race, color, sex, age, disability, veteran status, genetic information, or national or ethnic origin.

j. **Applicable Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alabama.

k. **Counterparts.** This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original, and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

The parties, through their undersigned duly authorized representatives, have executed this Agreement on the day and year indicated below.

(Signature Page Follows)

Samford University (University)

By: _____

Print name: Nena F. Sanders, Ph.D., R.N.

Title: Vice Provost, College of Health Sciences

Date Signed: _____

City of Mountain Brook, Alabama (Facility)

By: _____

Print name: _____

Title: _____

Date: _____

Facility's Address, Name of Contact, Phone Number, and Email Address:

City of Mountain Brook,
Attn: Chris Mullins, Battalion Chief ~ EMS Division Director
Mountain Brook Fire Department
102 Tibbett Street
Birmingham, Alabama 35213
205 802-3837 ~ Office
mullinsc@mtnbrook.org

Overton Road at South Brookwood Road

Skipper Consulting, Inc. undertook observations at the intersection of Overton Road at South Brookwood Road on Wednesday, March 25, 2015 from 7:00 a.m. to 7:55 a.m. The purpose of the observations was to determine if there are potential modifications to the traffic signal programming to alleviate morning peak period congestion at the intersection.

The observations indicated that all three approaches to the intersection experience queues of vehicles which do not clear in a single cycle. The South Brookwood Road approach is least impacted, experiencing only two or three queues of vehicles which did not completely clear during a single signal cycle. The Overton Road southbound approach (headed toward Liberty Park) is more congested, with queues of vehicles which take two to three cycles to clear for approximately 20 minutes. This congestion is due to left turns from Overton Road and lack of a left turn lane. The most-impacted approach is the Overton Road northbound approach (headed toward US-280). The queue of vehicles backs up to Oakdale Drive/River Run Drive, and the duration of congestion exceeds 30 minutes.

The basic finding of our observations is that very limited benefit can be attained with modifications to the signal timing. The intersections needs (in priority order):

- A left turn lane on Overton Road southbound capable of storing 3 to 4 vehicles; and
- A right turn lane on Overton Road northbound suitable for vehicles to exit the through movement traffic stream at 30 miles per hour.

There are some minor modifications to the traffic signal programming which may prove to provide some benefit by limiting unused green time:

- Add a delay of 8 seconds to the South Brookwood Road approach to allow vehicles time to turn right without activating the green indication.
- Decrease the minimum green time for the South Brookwood Road approach to 3 seconds. This is sufficient to move a single vehicle when there is only one vehicle waiting on South Brookwood Road.
- Decrease the passage time for the South Brookwood Road approach to 2 seconds. This will allow the signal to turn yellow sooner after the last vehicle passes the stop line.
- Decrease the passage time for the left turn from Overton Road southbound to 2 seconds. This will allow the signal to turn yellow sooner after the last left-turning vehicle passes the stop line.

Director
Plans, directs, coordinates and monitors the operational, financial, and personnel activities and functions of the Department as they relate to land use planning and inspection services.

Senior Plans Reviewer
Reviews residential and commercial plans for compliance with applicable building and zoning codes, storm water ordinance and floodplain guidelines. Coordinates and evaluates work of building inspectors.

Planning Technician
Processes applications for Planning Commission, BZA and Village Design Review Committee. Reviews business licenses for zoning compliance and responds to public inquires regarding planning/zoning.

GIS Tech II
Creates/edits GIS data base to provide support for City departments and special projects.

Admin Assistant II
Provides administrative support to department staff, accepts land use applications, prepares agendas, and records minutes of meetings for the Planning Commission, BZA and Village Design Review Committee.

Building Inspector
Inspects buildings during new construction, renovation, and prior to condemnation enforcing the Standard Building Code and all laws and ordinances pertaining to construction and demolition.

Building Inspector
Inspects buildings during new construction, renovation, and prior to condemnation enforcing the Standard Building Code and all laws and ordinances pertaining to construction and demolition.

Building Inspector
Inspects buildings during new construction, renovation, and prior to condemnation enforcing the Standard Building Code and all laws and ordinances pertaining to construction and demolition.

City of Mountain Brook
Department of Planning, Building and Sustainability

Director

Plans, directs, coordinates and monitors the operational, financial, and personnel activities and functions of the department as they relate to land use planning and inspection services. Conducts in-depth planning studies and carries out long range planning projects.

Senior Plans Reviewer

Reviews residential and commercial plans for compliance with applicable building and zoning codes, storm water ordinance and floodplain guidelines. Provides information to builders, architects, and the public where building, soil erosion, sub-division, flood plain, weed control and other ordinances are involved. Directs quality control inspections to ensure materials and construction methods used in wood frame, electrical, concrete, plastering, plumbing, and masonry projects are adequate. Coordinates and evaluates work of building inspectors.

Building Inspector (3 positions)

Inspects buildings during new construction, renovation, and prior to condemnation enforcing the Standard Building Code and all laws and ordinances pertaining to construction and demolition.

Planning Technician

Processes land use applications for Planning Commission, BZA and Village Design Review Committee. Assembles materials for public meetings and provides technical assistance to boards and committees. Attends meeting related to land development and zoning. Reviews business licenses for zoning compliance and responds to public inquires regarding planning/zoning.

GIS Tech II

Creates/edits GIS data base to provide support for City departments and special projects.

Admin Assistant II

Provides administrative support to department staff, accepts land use applications, prepares agendas, and records minutes of meetings for the Planning Commission, BZA and Village Design Review Committee.

Class Title: **DIRECTOR OF PLANNING, Building AND SUSTAINABILITY**

Grade: **30**

Job Summary:

Work involves planning, directing, coordinating and monitoring the operational, financial, and personnel activities and functions of the Planning, Development and Sustainability Department to ensure the orderly development of residential and commercial property within the City, including the enforcement of building and zoning regulations, and to enhance and promote sustainable infill development, economic stability and environmental health within the community.

The position is responsible for the administration of zoning, permitting, inspections, commercial revitalization, urban design, land use planning, historic preservation, and current and long range planning projects. Work involves planning and directing all facets of land use planning and building code compliance, as well as participating in onsite inspections to assure compliance with appropriate building and zoning codes.

Work is performed under the direction of the City Manager and is reviewed for adherence to city policies and objectives through performance appraisals, written reports and the accomplishment of goals and objectives.

Essential Functions:

Manages current and long range planning functions for the city, in accordance with the comprehensive plan, and formulates annual work plan for planning and inspection services. Establishes procedures and bench marks to measure completion of tasks. Provides executive support for the staffing of policy and regulatory committees such as City Council, Planning Commission, Board of Zoning Adjustment, Village Design Review, special steering committees and others. Prepares and administers the Planning, Development and Sustainability Department budget. Attends public hearings and community meetings on behalf of the city and department as appropriate. Interviews, makes hiring recommendations, reviews and evaluates performance of plans review, inspections, planning, GIS and clerical staff. Confirms department compliance with city, county, state and federal agencies. Ensures that the department provides services as needed to other city departments.

Analyzes current land use designations and existing land development problems, and coordinates planning and growth management efforts with other local and regional jurisdictions. Ensures zoning maps are prepared and updated, and recommends approval of revised and updated zoning and subdivision regulations; oversees the enforcement of City building, zoning and subdivision regulations. Assists inspectors in investigating code enforcement violations and complaints. Consults with architects, contractors, and engineers in the development of proposed plans; participates in building and zoning codes inspections as needed. Drafts local building and zoning ordinance revisions and responds to property annexation petitions.

Supervision Exercised:

Supervises, plans, organizes, schedules, and evaluates the work of professional and clerical personnel assigned to the department.

Work Environment:

Work is performed in an office environment with occasional work in the field performing inspections which may expose the employee to hazards of construction sites.

Physical Demands:

Work is sedentary with occasional walking, standing, climbing, crawling, bending, and operation of a motor vehicle.

Knowledge-Skills:

- Knowledge of the principles and practices of public organization and management and the application of such to the administration of governmental affairs.
- Knowledge of federal, state, and local laws, rules, and regulations pertaining to land use, zoning and building standards.
- Knowledge of the principles, practices, and techniques of planning and land development.
- Knowledge of general management principles.
- Knowledge of current trends, literature, and other information sources regarding planning and land development.
- Knowledge of construction plans, drawings, blueprints and diagrams.
- Knowledge of building inspection practices and procedures.
- Ability to write, interpret, and apply codes and ordinances.
- Ability to analyze complex technical and theoretical information and to formulate substantive recommendations for land use and zoning standards.
- Ability to supervise the work of professional and clerical personnel.
- Ability to prepare departmental budget and monitor expenditures.
- Ability to prepare clear and comprehensive reports on operations.
- Ability to communicate clearly and effectively, both orally and in writing, and to present technical information to professional and civic organizations, community leaders, and the general public.
- Ability to establish and maintain effective working relationships with civic leaders, public officials, department heads, subordinate employees, contractors, architects, engineers, developers, skilled tradesman and the general public.

Compensable Qualifications:

Possession of a Bachelor's Degree in Planning, Public Administration, Engineering or closely related field and five years supervisory experience in planning, zoning and/or land development; a Master's Degree in Public Administration Planning, Public Administration, Engineering or closely related field and two years of supervisory experience in same; or any combination of education and experience that demonstrates possession of the above listed knowledge, skills, and abilities.

License/Certification Required:

Registration as a Professional Planner by the American Planning Association or as an Engineer in the State of Alabama. Valid Driver's License.

Minimum Qualifications:

- Experience working with land-use regulations and enforcement policies.
- Experience interpreting legal descriptions and land area maps.
- Experience evaluating site development work against established standards, procedures, laws, or codes.

Preferred Qualifications:

- Supervisory experience reviewing the work of subordinates.
- Supervisory experience planning work for and delegating work to subordinates.



Personnel Board of Jefferson County

The Foundation of Your Merit System Career

Class Title: SENIOR PLANS EXAMINER

Class Number: 5266

Grade: 26

Min: 1 Max: 10

Job Summary:

Work involves scheduling and assigning projects and assisting with the review of more complex plans and construction drawings for new construction, alterations, and repair work to determine if plans, workmanship, and materials conform to relevant building codes. Work is essentially performed in an office setting. Work is performed under the general direction of a supervisor or Director of Inspection Services and is reviewed for adherence to codes and policies.

Essential Functions:

Plans, coordinates and assigns plans to be examined, reviews recommendations and technical information developed by plans examiners to ensure uniformity and code compliance. Reviews more complex residential, commercial, and industrial plans for acceptable structural strength, stability, energy conservation, sanitation, accessibility for the disabled, light, ventilation, and exits. Ensures compliance with sign and zoning ordinances; verifies flood zones, fire districts, and business licenses. Coordinates and assists plans examiners in the review of plans with other specialized code enforcement areas; coordinates meetings and consults with architects, engineers, contractors and building inspectors. Makes recommendations of code interpretation and requirements; assists building inspectors as to proper interpretation of plans and specifications. Researches and responds to complaints related to building code violations; answers inquiries pertaining to building code and construction procedures. Assists department heads in developing job specifications for renovations, new facilities; negotiate contracts, checks work completion status and recommend payment for work performed. Writes and reviews specifications; reviews pay estimates for percentage of construction completed on assigned projects. May assist in developing or drafting plans for renovation, new facilities and structures; consults with subcontractors to ensure compliance with approved plans. Oversees work of support staff to ensure that zoning engineering and building permit applications are processed in a timely manner. May assist or act in the absence of the department head when needed.

- weeds
- POD
- Cell Tower

Supervision Exercised:

An employee in this class coordinates, and evaluates the work of plans examiners.

Work Environment:

Work is essentially performed in an office setting.

Physical Demands:

Work is essentially sedentary with occasional walking, bending, lifting, and prolonged standing.

Knowledge-Skills:

Knowledge of the major types and techniques of building construction. Knowledge of the city or county building codes. Ability to read and interpret building plans, specifications, and blueprints and relate them to construction processes. Ability to detect and locate defects in building plans and building construction work underway, and to ascertain the stages at which these can be most easily and safely remedied. Ability to establish and maintain effective working relationships with other employees, engineers, architects, and the public. Ability to communicate clearly and effectively, both orally and in writing.

Compensable Qualifications:

Possession of a Bachelor's Degree in Architecture, Architectural Engineering, or Civil Engineering and two years experience reading plans and applying building codes

License/Certification Required:

Valid Driver's License.

Minimum Qualifications:

- Experience as a Building Inspector OR Construction Manager OR Construction Superintendent OR Possess an Associates degree in architecture, engineering, or building science.
- Experience identifying specific deficiencies in plans and structures and specifying corrections in written correspondence for inadequate structural, mechanical, and plumbing design.
- Experience performing engineering calculations used in performing structural design and in ensuring life and safety requirements.
- Experience interpreting, explaining, answering inquiries, or advising property owners, engineers, architects, contractors, other construction professionals, or the public about building, plumbing, mechanical, gas, energy, fire and life safety, ventilation and indoor air quality codes.
- Experience coordinating plan reviews, permits, and construction progress with building inspectors and respective staff.
- Experience reviewing more complex residential, commercial, and industrial plans for code compliance (e.g., acceptable structural strength, stability, energy conservation, sanitation, accessibility for the disabled, light, ventilation, exits).
- Experience reading and understanding blueprints, ordinances, and construction plans, and identifying areas of noncompliance with fire and life safety codes.
- Experience assisting subordinate staff with the interpretations of codes or regulations in

yes

solving difficult problems.

Preferred Qualifications:

This Classification Specification is a summary of typical or representative duties and responsibilities inherent in the job class and is not intended to be inclusive of all duties, responsibilities, and tasks performed by incumbents.