

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 13, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 13th day of April. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lawrence T. Oden, Mayor

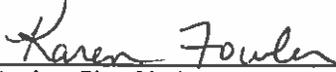
Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

1. AGENDA

1. Representative(s) of ABC 33/40 to discuss featuring the City in upcoming community broadcast segment (Appendix 1).
2. Mrs. Tommy Thomson to address the City Council concerning leaf blowers. (Matter was continued indefinitely without discussion due to Ms. Thomson's absence.)
3. Proposed parking changes for English Village and the City's leased parking lots – Dana Hazen. (To be reviewed at the next Merchant's Meeting and presented again at a later date for council consideration.)
4. Resolution opposing House Bill 185 – Sam Gaston (Resolution No. 2015-051 was added to the formal meeting agenda).
5. Clinical affiliation agreement with Samford University – David Cohen (Resolution No. 2015-052 was added to the formal agenda).
6. Skipper Consultants review and recommendations for the Overton Road/South Brookwood Road intersection – Richard Caudle of Skipper Consultants. (It was the consensus of the members of the City Council that the City Manager authorizes the recommended traffic signal programming changes.) (Appendix 2)
7. Reorganization of Planning and Inspections Departments – Sam Gaston & Dana Hazen. (Resolution Nos. 2015-055 and 2015-056 were added to the formal agenda as reclassifications/upgrades of existing [not new] positions.)
 - a. Create position of Director of Planning, Building and Sustainability – Pay Grade 30.
 - b. Create position of Senior Plans Examiner – Pay Grade 26.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting.



Acting City Clerk

**JOINT/CONCURRENT MEETINGS OF THE MOUNTAIN BROOK CITY COUNCIL AND
THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
APRIL 13, 2015**

The City Council of the City of Mountain Brook, Alabama and the Board of Commissioners of the Mountain Brook Emergency Communications District met in public session in the City Hall Council Chamber at 7:25 p.m. on Monday, the 13th day of April, 2015. The Council President (and District Chairman) called the meetings to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

The City Council President (and District Chairman) stated that a quorum was present and that the meetings were open for the transaction of business.

1. MEGHAN ANN HELLENGA AND CHRISTEN GREENWOOD OF THE BIRMINGHAM MUSEUM OF ART

Meghan Hellenga and Christen Greenwood presented an overview of various programs and events offered by the Birmingham Museum of Art.

2. CONSENT AGENDA

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

Approval of the minutes of the March 23, 2015 meeting of the Mountain Brook Emergency Communications District Board of Commissioners **(the only business matter before the Board of Commissioners of the Mountain Brook Emergency Communications District).**

Approval of the minutes of the March 23, 2015 regular meeting of the City Council.

| | | |
|-----------------|--|-------------------------|
| 2015-048 | Appoint Nicky Barnes to the Board of Education of the City of Mountain Brook, to serve without compensation, with a term of office to expire May 31, 2020 | Exhibit 1 Appendix 1 |
| 2015-049 | Appoint Brandon Plowden to the Tree Commission, to serve without compensation, with a term of office to expire April 13, 2018 | Exhibit 2 Appendix 2 |
| 2015-050 | Recommend to the ABC Board the issuance of a 140 – Special Events Retail license to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2015, for its May 5, 2015 outdoor event to be held in the parking lot located at 99 Euclid Avenue, Mountain Brook, AL, 35213 | Exhibit 3 Appendix 3 |

| | | |
|----------|---|-------------------------|
| 2015-051 | Express opposition to House Bill 185 related to [multiple] local business licensing for home health, durable medical equipment and related businesses | Exhibit 4 Appendix 4 |
| 2015-052 | Authorize the execution of a Clinical Affiliation Agreement between the City and Samford University College of Health Sciences | Exhibit 5 Appendix 5 |
| 2015-053 | Authorize the execution of an amendment to the janitorial services contract (Resolution No. 2013-062) between the City and Jordan Janitorial, Inc. removing The Emmet O'Neal Library | Exhibit 6 Appendix 6 |
| 2015-054 | Award the janitorial service contract to Protek Services, Inc., being the lowest bidder, and authorize the Mayor or City Manager to execute a 3-year service contract for same (includes only The Emmet O'Neal Library) | Exhibit 7 Appendix 7 |

Thereupon, the foregoing minutes and resolutions were introduced by Council President (and District Chairman) Smith and their immediate adoption was moved by Council President Pro Tempore (and District Vice Chairman) Pritchard. The minutes and resolutions were then considered by the City Council and Board of Commissioners. Council member (and District member) Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Council President (and District Chairman) Smith thereupon declared that said minutes and Resolution Nos. 2015-048 through 2015-054 are adopted by a vote of 4—0.

3. CONSIDERATION: RESOLUTION (NO. 2015-055) AUTHORIZIING THE CREATION OF ONE (1) DIRECTOR OF PLANNING, BUILDING, AND SUSTAINABILITY POSITION (CLASS NO. ____, G30/10) (EXHIBIT 8, APPENDIX 8) AND (NO. 2015-056) ONE (1) SENIOR PLANS EXAMINER POSITION (CLASS NO. 5266, G26/10) (EXHIBIT 9, APPENDIX 9) FOR THE PLANNING DEPARTMENT

Council President Smith introduced the resolutions in writing and invited comments and questions from the audience.

There being no further comments or discussion, Council President Smith called for a motion regarding the proposals. Council President Smith then moved for the adoption of said resolutions. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Board of Education Appointment

Inbox/Agenda x

Sam Gaston4:24 PM (18
hours ago)

to Whit, Billy, me

Okay. We will place it on the April 13th Council agenda.

Sam S.Gaston
 City Manager
 City of Mountain Brook, AL.
 56 Church Street
 Mountain Brook AL. 35213
 (205) 802-3803 Phone

From: Whit Colvin [mailto:wcolvin@bishopcolvin.com]
Sent: Tuesday, March 24, 2015 4:24 PM
To: Sam Gaston
Cc: Billy Pritchard
Subject: Re: Board of Education Appointment

Yes. See below for the state law on member appointments:

Annually at the regular meetings of the city council or commission in April the council or commission shall elect a member or members of the board of education to succeed those whose term or terms of office expire that year. Members of the city board of education shall assume office at the next regular meeting of the city board of education in June following their appointment. The terms of office of members of the city board of education shall be five years, and the term of one member shall expire annually. A member shall serve on the board until his or her successor assumes office. In the event of a vacancy in the membership of the city board of education by resignation or otherwise, the fact shall be reported to the city council or commission by the board, and the council or commission shall elect a person to fill the vacancy for the unexpired term.

Whit Colvin
 Bishop, Colvin, Johnson & Kent, LLC
 Phone: (205) 251-2881
 Fax: (205) 254-3987
 Mobile: (205) 222-6225
wcolvin@bishopcolvin.com
www.bishopcolvin.com

On 3/24/2015 1:55:11 PM, Sam Gaston <gastons@mtnbrook.org> wrote:**Whit,**

Can we make the Board of Education appointment of Nicky Barnes to replace Jane Menendez at the April 13th meeting?

Sam S.Gaston
 City Manager

APPENDIX 1

Sam Gaston

From: Bill Warren
Sent: Thursday, March 12, 2015 4:59 PM
To: 'Sam Gaston'
Subject: FW: Brandon Plowden Bio

Is this enough?

Gina is trying to pull together a schedule for the schools next week. I plan to put that in a short reminder and send out tomorrow.
 Best,

Bill Warren
 LAH Commercial Real Estate
 2850 Cahahba Road, Suite 200
 Birmingham, Al 35223
 205-870-8580 Office
 205-960-1787 Cell
 205-572-4528 Fax
 bwarren@lahcommercial.com
 www.LAHcommercial.com

From: Brandon Plowden [mailto:jbplowden@gmail.com]
Sent: Wednesday, March 11, 2015 10:25 AM
To: bwarren@lahcommercial.com
Subject:

Hey Bill,

Thank you for considering me for the open position on the tree commission. I appreciate the commission's goal and the time invested by the members. We moved to Mountain Brook 10 years ago and love it now more than ever for the schools, the community spirit, and of course the natural beauty of our neighborhoods.

Darcie and I have three children; Lily is in the 7th grade at the junior high, Davis is in 5th grade at BWF, and Madeline is in 1st at BWF. We attend Canterbury United Methodist church and when I'm not at football, baseball, basketball, gymnastics, or church; I work at Granite Transformations and Good Fences of Alabama. I grew up in Bluff Park and went to Berry High School and then to Alabama where I graduated with a finance degree and the worked at Motion Industries for 20 years before striking out on my own with GT and Good Fences.

That's a little about myself; please let me know if you have any questions or need additional information. I'd be proud to serve our community on the tree commission.

Best Regards,
 Brandon

APPENDIX 2



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Applicant's Information

Name: Wendy L. Hester
 Address: 1000 1st St, Prichard, AL 36067
 City: Prichard, State: AL, Zip: 36067
 Phone: 205-398-1815

Business Information

Business Name: Wendy's
 Address: 1000 1st St, Prichard, AL 36067
 City: Prichard, State: AL, Zip: 36067
 Phone: 205-398-1815

Application Details

Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Signature and Date

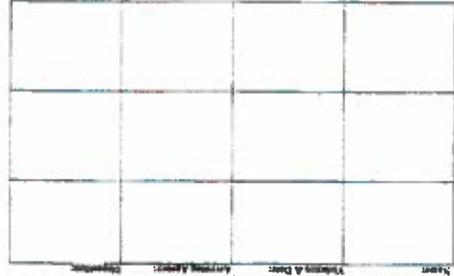
Signature: [Handwritten Signature]
 Date: 04-14-15

Witness Information

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Notary Public

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]



This map is provided to show any boundary, including boundary, whether by deed, agreement, contract, easement, or otherwise, which may affect the property. The applicant is responsible for providing a true and accurate map of the property. The map is provided for informational purposes only and does not constitute a warranty of any kind. The applicant is responsible for providing a true and accurate map of the property. The map is provided for informational purposes only and does not constitute a warranty of any kind.



Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Applicant: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Witness: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Notary Public: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]



Map of Property at 1000 1st St, Prichard, AL 36067

Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Applicant: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Witness: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Applicant's Information

Name: Jefferson Tobacco Sales NO
 Address: 80 Euclid Ave, Mountain Brook, AL 35213
 City: Mountain Brook, State: AL, Zip: 35213
 Phone: [Handwritten Phone]

Business Information

Business Name: Jefferson Tobacco Sales NO
 Address: 80 Euclid Ave, Mountain Brook, AL 35213
 City: Mountain Brook, State: AL, Zip: 35213
 Phone: [Handwritten Phone]

Application Details

Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Signature and Date

Signature: [Handwritten Signature]
 Date: 04-14-15

Witness Information

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Notary Public

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Applicant's Information

Name: Sam Erickson
 Address: 225 S. 15th St, Prichard, AL 36067
 City: Prichard, State: AL, Zip: 36067
 Phone: [Handwritten Phone]

Business Information

Business Name: Sam Erickson
 Address: 225 S. 15th St, Prichard, AL 36067
 City: Prichard, State: AL, Zip: 36067
 Phone: [Handwritten Phone]

Application Details

Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Signature and Date

Signature: [Handwritten Signature]
 Date: 04-14-15

Witness Information

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Notary Public

Name: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



Application Number: 2015023814309513
 Date of Application: 04/14/2015
 Type of License: Special Events Retail

Applicant: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

Witness: [Handwritten Name]
 Address: [Handwritten Address]
 City: [Handwritten City], State: [Handwritten State], Zip: [Handwritten Zip]
 Phone: [Handwritten Phone]

**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 Anesthetist
- 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. Moffet 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 preceptor 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 Participants' 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 each 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 Facility 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 practice, 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 program. The completion of any such additional requirements will be the responsibility of the Program Participant.

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

APPENDIX 5

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 measure 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 it 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

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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 area 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

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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 of 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.

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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 Facility 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

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APPENDIX 5

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
205 802-3437 - Office
cmullins@mtbbrook.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.
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.
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.
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 successors 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. Sanford 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.

Sanford University (University)

By:
Print name: Nens F. Sanders, Ph.D., R.N.
Title: Vice Provost, College of Health Sciences
Date Signed:

City of Mountain Brook, Alabama (Facility)

By: [Signature]
Print name: Lawrence T. Oden
Title: Mayor
Date: April 13, 2015

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
205 802-3437 - Office
cmullins@mtbbrook.org

APPENDIX 5

- 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 duplicate, 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)

Sam Gaston

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

For the pre-meeting

Forwarded message
From: Steve Sline <ssline@bishoppcolvin.com>
Date: Thu, Mar 26, 2015 at 2:50 PM
Subject: FW: Clinical Affiliation Agmt - Sanford & City of Mountain Brook
To: Christopher Mullins <cmullins@mtbbrook.org>
Cc: Steve Boone <boones@mtbbrook.org>, Robert Eszkiel <eszkiel@mtbbrook.org>

Chris, I have spoken with, and am forwarding to Steve Boone, this Clinical Affiliation Agreement with Sanford regarding the assessment/observation/study that the Sanford 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 Sanford 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 had any agreement with the intern's school. However, in this situation, Sanford wants an agreement and the Fire Dept. is making a general commitment to cooperate with Sanford 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 Sanford 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 Sline
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-1987
Email: ssline@bishoppcolvin.com



From: Glenn, Tinisha [mailto:gtinisha@samford.edu]
Sent: Thursday, March 26, 2015 2:11 PM
To: stine@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:stine@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

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) 862-3825
Facsimile: (205) 874-8611

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

APPENDIX 5

4/10/2015

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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 Alabama 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) 251-2481
Fax : (205) 254-2987
Email: sstine@bishopcolvin.com



4/10/2015

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made by and between Jordan Janitorial, Inc. (the "Contractor") and the City of Mountain Brook, Alabama (the "City") effective as of the ____ day of April 2015 (the "Effective Date").

WHEREAS, Custom Cleaning Solutions, LLC ("Custom") was the lowest responsible bidder in response to the City's invitation to bid for janitorial services dated February 26, 2013 (the "Invitation to Bid") by which the successful contractor was to perform such services at each of the following, City-owned buildings: Mountain Brook City Hall, Mountain Brook Fire Department (Administrative Offices and Public Area Only) and the Emmet O'Neal Library (the "Janitorial Services");

WHEREAS, pursuant to Resolution No. 2013-062, Custom and the City entered into an Agreement on or about April 8, 2013 (the "Agreement") for Custom to provide the Janitorial Services;

WHEREAS, the Contractor has assumed the responsibilities of Custom to perform the Janitorial Services; and

WHEREAS, the Parties herein desire to amend the Agreement so that, as of the Effective Date, Contractor shall no longer provide janitorial services at the Emmet O'Neal Library located at 50 Oak Street, Mountain Brook, AL 35213 (the "Library"), but will continue to provide those services at all other City locations that are specified in the Invitation to Bid.

NOW WITNESSETH

In consideration for the mutual covenants herein, and good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Contractor and City agree to amend the Agreement as follows:

- 1. Notwithstanding any provision in the Agreement or the Invitation to Bid, as of the Effective Date of this First Amendment, the Contractor shall no longer perform janitorial services on the premises of the Library.
2. The respective obligations of the Parties in the Agreement (including the City's obligation to pay) continue in effect with respect to janitorial services that were performed by the Contractor at the Library before the Effective Date of this First Amendment.
3. For the remaining period of the Agreement, the Contractor shall continue to perform janitorial services at all City locations specified in the Invitation to Bid other than the Library in accordance with the terms, provisions and conditions of the Agreement.

2015-053

4. Except as provided in this First Amendment, all terms, provisions and conditions of the Agreement remain in effect.

ATTEST

By: _____

Its: _____

ATTEST

By: _____

Its: Steven Boone, City Clerk

JORDAN JANITORIAL, INC- CONTRACTOR

By: _____

Its: _____

Date Signed: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]

Its: Lawrence T. Oden, Mayor

Date Signed: April 13, 2015



Delaware Street - address (610)442-2121

to Mr. Sun, Dave
4:11 PM (21 hours ago)

I've responded to the request for the current contract. I've also let the Library know the books, Internet content and

services that are provided. I've also let the Library know the books, Internet content and services that are provided.

Thank you.

Delaware Street
Current Contract Library
(610)442-2121

From: Steve Brown (sbrown@delawarestreet.com)

Sent: Monday, April 06, 2015 2:00 PM

To: Sun, Dave; DelDOT; Dave Young

Cc: Sun, Dave; DelDOT; Dave Young

Subject: Library - Internet Service Bid

The contract for the Library services provided by Internet Services is set to expire on 4/14/2016. The books

Internet content expires April 2016.

As part of the bid process, I've been asked to provide a bid submission. Please check the information and

provide the bid to me as soon as possible. I've also let the Library know the books, Internet content and

services that are provided. I've also let the Library know the books, Internet content and services that are provided.

By Thursday, please send me an e-mail or come in to see me at the Library. Thank you.

I expect all bids to be received by the Library on or before 4/14/2016.

2. Project all bids and any other information that they request copies.

1. Enclosed is the current contract for the Library. I've also let the Library know the books, Internet content and

services that are provided. I've also let the Library know the books, Internet content and services that are provided.

Additionally, I've been asked to provide a bid submission. Please check the information and provide the bid to me as soon as possible.

Thank you.

Steve Brown
City of Delaware Street
P.O. Box 11000
Delaware Street, AL 20134-0000
Phone: (610) 442-2121

DelDOT
DelDOT
DelDOT

Library Internet Services Bid Information
The current Contract Library
April 6, 2015 2:00 PM

Book - \$1,453/month

Internet - \$1,682/month

Project - \$1,682/month

LIBRARY ADDITIONAL SERVICES BID RESPONSE FORM

Book - \$1,453/month

Internet - \$1,682/month

Project - \$1,682/month

BINDER AFFIDAVIT AND WARRANTY

The undersigned certifies that the information provided in the following is accurate and true to the best of my knowledge and belief.

(1) I have not provided any other information to the Library.

(2) I have not provided any other information to the Library.

(3) I have not provided any other information to the Library.

(4) I have not provided any other information to the Library.

(5) I have not provided any other information to the Library.

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(38) I have not provided any other information to the Library.

(39) I have not provided any other information to the Library.

APPENDIX 8

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 benchmarks 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 Adjustments, 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, inspectors, 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 zoning and growth management efforts with other local and regional jurisdictions. Ensures zoning maps are prepared and updated, and recommends approval of building, zoning and subdivision regulations. Assists inspectors in investigating code revised and updated and subdivision regulations; oversees the enforcement of City enforcement violators 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 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.

Comparable 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:

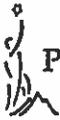
Registration as a Professional Planner by the American Planning Association or as an Engineer in the State of Alabama, Valid Driver's License.

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 Cover

Class Title: SENIOR PLANS EXAMINER

Class Number: 5266

Grade: 24

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 stop 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.

-wrote
- job
- call Tom

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.

yes

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

APPENDIX 9

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.

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