

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

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 25th day of March, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Funding agreement with the Alabama Department of Transportation (ALDOT) for resurfacing various roads in the City—Sam Gaston (Resolution No. 2019-041 was added to the formal meeting agenda.)
2. “Neighbors by RING” Memorandum of Understanding (MOU) (Appendix 1)—Ted Cook (Motion No. 2019-043 was added to the formal meeting agenda.)
3. Revised internal control policies and procedures (Appendix 2)—Steven Boone (This matter will be re-introduced for formal consideration on April 8, 2019)
4. Review of the matters to be considered at the formal (7 p.m.) meeting

**2. EXECUTIVE SESSION**

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss 1) a real estate negotiation, and 2) another matter involving public safety/law enforcement security. The City Attorney certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Pritchard. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0.

**3. ADJOURNMENT**

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:45 p.m.

**4. CERTIFICATION**

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

  
\_\_\_\_\_  
City Clerk



Neighbors by Ring  
Memorandum of Understanding

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Ring LLC ("Ring") and Mountain Brook Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Mountain Brook's ("Town") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
  - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
  - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

**Ring**

- Make the Neighbors App available to Town residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

**Agency**

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

**Press Release**

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

**Term**

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days' written notice to Agency.

**Privacy and Terms of Use**

Ring will not provide any customer personal information, including video footage, to Agency without the prior

Updated December 2018

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

**Compensation**

At no point shall either party receive compensation from each other as a result of this program.

**Confidentiality**

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

**RING LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Agency**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**APPENDIX 1**

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
<b>2. DEFINITIONS</b>		
	Appointing Authority - City Manager of the City of Mountain Brook	
	CFDA - Catalogue of Federal Domestic Assistance	
	CFR - Code of Federal Regulations	
	City - the City of Mountain Brook, Alabama	
	Council - City Council of the City of Mountain Brook, Alabama	
	CDA - Committee of Sponsoring Organizations of the Treadway Commission	
	FAR - Federal Acquisition Regulation	
	GAAP - Generally Accepted Accounting Principles	
	Grants - Cash or other awards made to the City or its departments. Grants are often awarded based on merit or criteria specified in an application process. Grant awards commonly require the award be utilized for a specific purpose and require some level of compliance and/or periodic reporting. It is imperative that the City and its departments understand the terms and conditions of each grant and procedures to identify such conditions, monitor compliance and render reports as applicable thereto.	
	IC - Internal Control is a process, effected by the Council, management, and other personnel, designed to provide reasonable assurance regarding the achievement of the following objectives: 1) reliability of financial reporting, 2) compliance with applicable laws and regulations, 3) effectiveness and efficiency of operations, and 4) safeguarding of assets On a more practical level, the purpose of implementing an IC structure is to have a system of checks and balances that works within an organization on a consistent basis which is used by every person and every system to promote accuracy, consistency and to minimize fraud, errors and omissions.	
	IRS - Internal Revenue Service	
	NDAA - National Defense Authorization Act	
	Non-Federal Entity - Refers to the City of Mountain Brook with respect to the	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
	department of the City with both a short term and long term perspective.	
	4.1.2. Proper planning will facilitate budget development and administration, minimize last minute (unplanned) purchases, ensure that purchases are appropriate and serve the intended purpose, and may enable user departments to take advantage of discounts, if available.	
	4.1.3. Departments seeking a purchase should determine whether the vendor has been established in the City's Accounts Payable system. 4.1.3.1. The ordering department's representative shall contact the City's Revenue Department to determine whether 1) a business license is necessary with respect to the desired transaction and, if so, 2) that such business license is currently in effect. 4.1.3.2. If the vendor has not been established, the ordering department's representative shall request appropriate documentation as determined by the Accounting Department (including form W9 and Alabama Irregularly Acquired Paperwork). 4.1.3.3. Obtaining used paperwork (and whether the vendor/contractor is properly licensed and insured) is done prior to making a purchase to ensure that the vendor/contractor is qualified and that all necessary paperwork is obtained. 4.2. Employees are strongly discouraged from making business-related purchases directly from a supplier (as an individual) or without the ability to do so on a sales tax free basis and then	
	4.2.1. As a political subdivision of the State of Alabama, the City is exempt from paying sales tax on purchases made for the City. The City is exempt from paying sales tax on purchases made for the City. Chapter 21, Section 40(1)(1), Code of Alabama, 1925, as amended and further explained in the Alabama Department of Revenue's "Sales and Use Tax Rules" 816-5-0-01. In many instances, the vendor or supplier may be required to provide a sales tax exemption certificate to the City. The Finance Department will deliver such documentation either to the requesting department for further delivery to the vendor/contractor or directly to the vendor/contractor upon request.	
	4.2.2. Employees are strongly discouraged from making business-related purchases directly from a supplier (as an individual) or without the ability to do so on a sales tax free basis and then	
	4.3. Sales tax	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
<b>3. CONTENTS</b>		
	Sec. 2. Definitions	
	Sec. 3. Procurement	
	Sec. 4.1. Planning	
	Sec. 4.2. Sales tax	
	Sec. 4.3. Ensure adequate competition	
	Sec. 4.4. Obtain quotes from multiple vendors	
	Sec. 4.5. Determine advisability of costs with respect to grant-funded programs and projects	
	Sec. 4.6. Methods of procurement	
	Sec. 4.7. General procedures	
	Sec. 4.8. Vendor registration/expense cards	
	Sec. 4.9. Credit purchases	
	Sec. 4.10. Credit/purchasing card	
	Sec. 4.11. Employee travel	
	Sec. 4.12. Per diem	
	Sec. 4.13. Mandatory disclosures (Federal awards)	
	Sec. 5. Fixed assets	
	Sec. 6. Employee time and effort reporting	
	Sec. 7. Management	
	Sec. 8. Budget management	
	Sec. 9.3. General court administration	
	Sec. 10. Billing, collections and revenue	
	Sec. 11. Permits	
	Sec. 12. Management	
	Sec. 13. Record retention	
	APPENDIX 1 - ORGANIZATIONAL CHART	
	APPENDIX 2 - CONFLICT OF INTEREST	
	APPENDIX 3 - NEW EMPLOYEE ORIENTATION CHECKLIST	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
<b>3. PURPOSE</b>		
	This document expresses the IC and other standards adopted and used by the City to ensure that all funds (local as well as state and federal, if and when applicable) are lawfully expended. This document describes in detail or references the City's financial management systems including cash management, accounts payable, accounts receivable, reporting, record retention and monitoring responsibilities. All City employees involved in financial and other transactions in any capacity are expected to review this document in order to be familiar with these policies and procedures and to comply thereto. The City is subject to a variety of laws and regulations that may overlap or conflict. When such regulations DO NOT conflict, all must be followed. When such regulations DO conflict, the most restrictive or those specified in a grant agreement shall apply. In developing this IC structure, the City referenced the COSO Integrated Framework of IC which has five (5) components that include: 1) Control environment 2) Risk Assessment 3) Control Activities 4) Information and communication 5) Monitoring activities	
<b>4. Procurement</b>		\$100,317 - 176
	The maintenance of an efficient and effective purchasing system is necessary to ensure the City's compliance with budget ordinances, the State Bid Law, federal and state laws, and other applicable laws. The City Council is responsible for expending for the purposes intended by the City Council. In all matters involving purchasing, the highest ethical standards must be maintained. The purpose of this section is to ensure that the City's objectives pertaining to procurement are being achieved long-term and to establish formal policies and procedures to be employed throughout the City with respect to purchasing activities. In order to be effective, each department must strictly adhere to these policies and procedures.	
<b>4.1. Planning</b>		
	4.1.1. Planning for purchases should be a routine activity within each	

**Memorandum**

To: Sue Givens, City Manager  
From: Steven Boscoe  
Date: March 18, 2019  
Subject: Revised internal control policies and procedures  
The Office of Management and Budget (OMB) Uniform Grants Guidance (or Super Circular) consolidates and changes the administrative requirements for all federal awards. The intent of the new regulations is to improve the efficiency of the federal financial management system and to reduce the burden on grantees. The Super Circular consolidates the former grants management, cost principles and audit circulars.

To address these changes, it is necessary that the City review and expand its internal control policies and procedures. I have attached a draft of the proposed internal control policies and procedures. These policies were distributed to affected individuals throughout the City for review and comment. The attached draft has been revised where comments and concerns warranted revision.

I proposed that these policies be placed on the March 30, 2019, Council premeeting agenda for initial consideration. This matter can be formally considered for adoption on April 8 or April 21, 2019, to allow the City Council time to review.

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
	policies and procedures described herein below	
	OMB - the Federal Office of Management and Budget	
	P. O. - Purchase Order	Regulation No. 2012-115, Sec. 2.110(f)
	Purchasing Agent - City Manager	
	SAM - (Federal) System for Award Management ( <a href="https://www.sam.gov/">https://www.sam.gov/</a> )	OMB M-18-13
	Simplified Acquisition Threshold (SAT) - The purchase threshold specified in 101.018 (or \$150,000). However, the SAT was raised to \$250,000 by the NDAA. It should be noted that the FAR has not been updated to reflect the change as of Dec. 2018.	
	State - State of Alabama	
	Uniform Guidance - regulations (specifically, but not limited to, 2 CFR 200) promulgated by the OMB that must be followed by recipients of federal awards. An electronic version may be obtained at: <a href="https://www.gfr.gov/electronic-uniform-guidance-2013-12-27-requirements">https://www.gfr.gov/electronic-uniform-guidance-2013-12-27-requirements</a>	
	Other regulations and requirements imposed by federal (or other governmental) awards as specific to the award and found in the grant agreement and any FARs found by checking the applicable program described in the CFDA.	



INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
d) The items to be purchased have been budgeted for within the overall departmental budget	
e) The supplier/vendor is licensed and qualified to do business in the City	
f) The purchase complies with applicable laws, contracts and/or grant provisions	
g) completion of other matters have been considered	
4.7.1.2. For purchases less than \$1,000	
1) The User Department may obtain price quotes. When such quotes are obtained, they should be documented in writing and such documentation attached to the digital document management system. The quotes should be forwarded to the appropriate staff and managers for electronic payment approval	
2) For each purchase, the Department Supervisor shall approve the Purchase Requisition for the invoice, price quote or such other document as is sufficient documentation to initiate the purchase	
3) Upon completing the purchase, receipt of the product or service, receipt of the invoice, the User Department shall enter such supporting documentation into the City's digital document management system. The invoice should be forwarded to the appropriate staff and managers for electronic payment approval	
4.7.1.3. For purchases between \$1,000 and the applicable State bid limit (or the federal micro-purchase or SAT threshold) with respect to purchases involving federal awards:	
1) The User Department should generally obtain more than one price quote. Such quotes are to be documented in writing and such documentation is to be forwarded to the appropriate staff and managers for electronic payment approval	
2) For each purchase, the Department Supervisor shall approve the Purchase Requisition for the invoice, price quote or such other document as is sufficient documentation to initiate the purchase of a	See also Sec. 4.7.2

4.7.1.18

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
commodities, products or services to be purchased have been approved and are included in the State of Alabama Department of Expenditure of Public Accounts website	
2) Such documentation shall be printed, attached to the Purchase Order Requisition to properly document and justify the City's decision to target the State of Alabama bid compliance bidding procedures	
4.7.1.3. Competitive Bidding - Commodities and capital equipment: While the micro-purchase and SAT thresholds are in effect, competitive or the Department chosen not to purchase from said approved purchasing cooperative	
1) The User Department will prepare or draft the product specifications and bid solicitation document	
2) Consult with the purchasing agent or their designee as needed	
3) As directed by the Purchasing Agent or their designee, consult with the City Attorney with respect to the form and content of the bid documents and procedures outlined therein	
4) List known suppliers of such items or services to be procured	
5) Contact the Purchasing Agent's assistant to obtain qualified contractors who have specifically requested to be included on City's bid register	
6) Once the bid solicitation document has been approved, it shall be signed by the City Manager	
7) The bid cost price document shall be published by posting and delivered to the suppliers/contractors previously identified	
8) Bids shall be publicly opened and tabulated pursuant to the Alabama Bid Law	
9) The City shall evaluate the proposals, a recommendation (to award or reject all bids) shall be submitted to the City	

4.7.1.17

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
awarding agency may rely on written assurances from the non-federal entity that it is complying with these standards. The non-federal entity must also certify in compliance with these requirements and have it in system available for review.	
4.7. General procedures	
4.7.1. Due to limited personnel resources, to avoid unnecessary delay in the procurement process, the City Manager or their designee, each department shall be responsible for purchasing decisions, ordering, receiving, etc.	
4.7.1.1. While Purchase Requisitions shall not be expressly required, their use is encouraged especially for purchases retained by personnel further down the City's organizational structure. For suppliers, managers, designees and equipment. When especially used, the Requisition may take many forms including, but not limited to, a pre-printed, sequentially-numbered form (preformatted), e-mail, manual purchase orders, etc. For purchases exceeding \$1,000, employees may be verbally authorized to initiate purchases without the use of a Purchase Requisition.	
1) The Purchase Requisition, when utilized, shall generally be attached to the invoice both of which shall be entered into the City's digital document management system where it will be electronically forwarded to assigned Finance, and/or City Manager for review and approval as appropriate and applicable	
2) The Purchase Requisition must be received by the Department Supervisor (or their designee) in order to ensure that (a) the requisition is accurate, complete	
b) the product or service is necessary	
c) the product or service specifications meet or exceed requirements	

4.7.1.13

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
in order to ensure that the City does not pay bills less.	
4.7.2. Purchase orders	Reference No. 2013-131
4.7.2.1. Approved Purchase Order Requisitions totaling \$1,000 or more are to be electronically delivered to the Finance Department where the Purchase Order will be 3) generated, reviewed, and approved by the purchasing agent or their designee for review and approval.	
1) The Finance Department shall generally verify that the purchase and that sufficient budgetary funds are available for the purchase prior to preparing the Purchase Order	
2) Purchase Orders will generally be issued electronically (unless otherwise application)	
3) Once approved by the City Manager, the Department is generally notified and the Purchase Order then delivered to the purchasing agent or their designee in order to initiate the purchase transaction	
4) Purchase orders shall not separately be received by the Finance Department until they have been formally authorized by Council action	
4.7.3. For non-federal entities and projects with purchases in excess of the State bid limit (currently \$1,000 or \$50,000 for "Public Works" projects)	
4.7.3.1. State of Alabama and Purchasing Association of Central Alabama (PACA) sponsored by the Jefferson County Commission. The Department including the purchase shall:	
1) Attach a copy of the purchase contract to the Purchase Order Requisition in order to substantiate such purchase complies with the State of Alabama Bid Law	
4.7.3.2. Issue purchase completion purchase. The Department verifying the purchase that:	
1) Verify whether or not the vendor and project	

4.7.1.18

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
every pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:	
1) The non-federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;	
2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without the use of a contract or offer or either is received in response to a solicitation;	
3) The procurement which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;	
4) The procurement is to be awarded to the Simplified Acquisition Threshold and is to be awarded to other procurement, or	
5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.	
4.6.6.2. The non-federal entity (NFE) is exempt from the pre-procurement review of this section above if the Federal awarding agency or pass-through entity determined that its procurement system complies with the standards of this part.	
1) The non-federal entity may request that the awarding agency or pass-through entity determine whether its system meets these standards in order for its system to be certified. Generally, these requests are made in writing and such requests are awarded on a regular basis.	
2) The non-federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal	

4.6.6.1.12

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
Purchase Order by accounting personnel	
3) Purchase Orders shall be approved by the purchasing agent or their designee. Such approval may be electronic.	
4) Upon receiving the purchase order, receipt of the product number, if applicable, the User Department shall enter such supporting documentation into the City's digital document management system where it will be forwarded to the appropriate staff and managers for electronic payment approval.	
4.7.1.4. Payment request at the time of purchase, point of sale or pick-up	
1) In those instances where the total purchase price is known with certainty and the City does not have charge card, the User Department may use (electronically) a completed Check Request along with the approved Purchase Order Requisition to request payment from P.O. or applicable to the accounts Payable Department. The completed check payable to the vendor specified on the Check Request will be delivered to the User Department for further delivery to the vendor to receive payment. The check request must be accompanied by a receipt must be delivered to Accounts Payable (to be digitally attached to the Check Request). Accounting personnel shall cross-verify the digital copies of the documents to facilitate retrieval.	
2) In those instances where the total purchase price is not known with certainty and the City does not have charge card, the User Department may use (electronically) a completed Check Request along with the approved Purchase Order Requisition to request payment from P.O. or applicable to the accounts Payable Department. The completed check payable to the vendor specified on the Check Request will be delivered to the User Department for further delivery to the vendor to receive payment. The check request must be accompanied by a receipt must be delivered to Accounts Payable (to be digitally attached to the Check Request). Accounting personnel shall cross-verify the digital copies of the documents to facilitate retrieval.	

4.6.6.1.13

APPENDIX 2

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
Council		
10)	The City Council shall either 1) award or 2) reject all bids by way of resolution or motion.	
11)	Once the bid is awarded by the City Council: <ul style="list-style-type: none"> <li>a) The contract and addenda, if any, shall be executed and provided to the City Clerk.</li> <li>b) Vendor registration and licensing shall be completed.</li> <li>c) Finance shall obtain the bid, payment and performance bonds, if applicable.</li> <li>d) Finance shall obtain insurance certificates, if required, as specified in the purchase contract.</li> <li>e) The Department shall use the Resolution (or Motion) Purchase Order Regulation to initiate the Purchase Order procedure. (Note: Purchase Orders shall not specifically be required by the City when 1) not required by the contract, 2) not required by law, and 3) have been formally approved by the City Council as evidenced by a Resolution or Motion documented in the minutes of the City Council, and/or 3) an approved and executed contract has been obtained).</li> </ul>	
4.7.3.4. Public Works, construction and renovation projects (for construction projects to be funded in part with a federal grant) shall be subject to the following method requirements enumerated in Sec. 4.6.8 above.)		
3)	Preliminary planning <ul style="list-style-type: none"> <li>a) City Council may appoint a Project Committee, at its discretion, to study the feasibility of the project, including general requirements, and preliminary budget.</li> <li>b) The Project Committee, if appointed, will generally consist of representatives from the City Department initiating the project request, the City Manager, a member or members of the City Council and/or Mayor, outside volunteers with relevant</li> </ul>	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
experience, and a professional Project or Construction Manager, if determined by the City Manager, to oversee the construction of the project, the Project Manager may be the Department Supervisor that initiated the project request, a volunteer with relevant professional expertise, or an outside paid professional project manager.		
c)	The preliminary budget may differ from the project budget. The Project Manager shall determine the availability of more accurate and detailed information than was available at the time the formal budget was developed and adopted. Generally, the Project Manager shall determine the information in conjunction with the Council's awarding of the contract or shortly thereafter.	
2)	Project design <ul style="list-style-type: none"> <li>a) The City Council shall determine at its sole discretion if the Project Manager will be employed or if the project will be funded in part with a federal grant, in which case the Department Supervisor will serve as Project Manager.</li> <li>b) With City Council authorization, design professionals (i.e., architects, engineers, etc.) will be engaged to develop the project design and bid documents.</li> </ul>	
3)	Design Completion <ul style="list-style-type: none"> <li>a) The Project Committee will review and finalize the project design, budget, and bid solicitation documents, with input from the City Attorney as necessary.</li> </ul>	
4)	Bidding procedures <ul style="list-style-type: none"> <li>a) The Project Committee (which shall consult with the City Attorney as needed) will determine whether the project design, budget, and bid solicitation documents are complete and whether the project will be negotiated with contractor(s).</li> </ul>	
b)	The Project Committee will determine whether pre-	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
qualification procedures will be employed and define the pre-qualification criteria.		
c)	The Project Manager will develop the formal bid package to be reviewed and finalized by the Project Manager and approved by the City Attorney as determined necessary.	
d)	The invitation to bid shall be advertised as prescribed in the Resolution or Motion. The Project Manager shall deliver to prospective qualified bidders who have registered with the City and/or that have been identified by the Project Committee in order to promote competition.	
4)	Once bids and been received and reviewed, the Project Committee will deliver the proposed contract to the City Clerk for review. The contract has been reviewed by the City Attorney and appropriate revisions have been agreed upon, the Project Committee will present the contract to the City Council for approval. The contract as endorsed by formal Council Resolution (or motion).	
7)	Original contract and copy of the Council Resolution awarding the contract will be delivered to the City Clerk for retention.	
8)	A copy of the executed contract and Council Resolution awarding bid will be delivered to the Finance Department to serve as the Purchase Order Request. Note: Purchase Orders shall not be required by the City when 1) not required by law, and 2) the purchase has been formally approved by the City Council as evidenced by a Resolution or Motion documented in the minutes of the City Council.	
9)	All project billings submitted to Accounting will be approved for payment by the Project Manager, if approved by design professionals, or the Department Supervisor.	
1)	Once the project billing is approved, it shall be	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
entered along with all supporting documentation into the City's digital document management system to initiate the various inter-departmental, electronic, and/or other procedures required for payment processing.		
5)	Construction phase <ul style="list-style-type: none"> <li>a) Written reports to the Project Committee and City Council describing construction progress, delays, and other relevant information shall be prepared periodically (frequency to be determined by the City Council) by either the design professionals, Project Manager, or Department Supervisor.</li> </ul>	
6)	Project completion <ul style="list-style-type: none"> <li>a) The Project Manager, design professional or City representative shall determine that the warranty, lien release, and as-built drawings are delivered to the City Manager or Department Supervisor by the contractor(s).</li> <li>b) The Project Manager, design professional, and City representative shall determine that the final and verify satisfaction of all bids listed items by the contractor(s) before authorizing payment of retainage.</li> </ul>	
4.7.3.5. Sub-source		
4.7.3.6. Professional Services		
3)	Competitive bid procedures may not apply for certain types of professional service contracts (i.e., legal, engineering, accounting and auditing, planning, etc.). Request for Proposal (RFP) should be prepared which will include a detailed description of the services sought and other terms of the service agreement.	
2)	The RFP will be prepared with assistance from the User Department) and signed by the City Manager.	
3)	The RFPs will be delivered to all providers identified by the Department and may be published in a manner	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
consistent with the Competitive Bid Law.		
4)	Once the proposals have been received, they will be evaluated by the Department's Supervisor and City Manager and presented to the City Council for consideration along with a recommendation as to which proposal should be accepted.	
5)	All such contracts must be executed by either the Mayor, City Manager or such other official designated as authorized by the City Council. Such Council Resolution to be attached for digitally cross-referenced to the Purchase Order Requestion, if used.	
4.7.3.7. Open-Ended Purchase Orders (blanket purchase agreements)		
1)	Open-ended (or blank) Purchase Orders may be used for recurring purchases of products (e.g., sand, gravel, asphalt, concrete, soil, pine mulch, pine straw, uniforms, automotive parts, selected office supplies, etc.) where the quantity of goods to be purchased is not actual due to spoilage or insufficient storage capacity.	
2)	Such open-ended Purchase Orders generally may not be used for services contracts. The Department should request a P. O.	
3)	Each open-ended Purchase Order must specify either 1) the maximum number of units of a particular product (i.e., yards of sand or concrete) and a corresponding unit price for all materials to be purchased or 2) an aggregate annual limit must be less than the State bid limit unless the purchase has been competitively bid in accordance with the State Bid Law or purchased through a qualified and approved purchasing cooperative.	
4)	Open-ended Purchase Orders shall not be issued where either the units, pricing or maximum purchase order limit is not specified.	
4.7.3.8. Emergency purchases		
941-16-21, Code of		

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
Alabama (1975), as revised		
1)	An exemption to the City's established purchasing policies and procedures is permissible for an event or emergency situation where the delay of the purchase or convenience excused by delay that will result from the City's adhering to said established purchasing policies and procedures.	
2)	Generally, if it is contemplated that such emergencies will involve situations and events requiring the attention of the City's Fire, Police, Public Works and possibly Parks and Recreation departments and personnel.	
3)	Generally, the emergency shall be declared by the Mayor. The Authority of the City Council shall be the number of the Mayor's Public Order. Such declaration shall be in writing and shall be signed by the Mayor. Such declaration shall preferably be written but a verbal or electronic declaration to the City's first and secondary responders is acceptable.	
4)	In such declared emergencies, purchases may be authorized for contracts awarded without public advertisement and without approval for the contract necessary to meet the emergency.	
5)	Such action and the reasons therefor shall be made public by the City as soon as practical and generally contemplated no later than 48-72 hours of the declaration.	
4.7.3.9. Recording payment/purchase transactions in general ledger: The Finance Department may exercise judgement in the application of the policies enumerated in this section based on the materiality of the transaction in question.		
1)	Transactions shall generally be recorded in the accounting system by the City Clerk. The City Clerk shall be responsible for the recording of the purchase by the City's constructive receipt (i.e., acceptance and/or receipt of the product). Balances are performed whether in whole	9/30/2018 Audit Finding 2018-001

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
4.3.2. For all purchases, the City shall be authorized to charge on the City's credit account. For purchases attributable to workers' compensation claims, the above provisions have been amended to contact the City's workers' compensation third-party administrator for authorization to bill the purchaser and for payment authorization.	
3) When such authorization is sought after normal business hours or on holidays or weekends and cannot be obtained, the claimant may request that the City's workers' compensation third-party administrator or pay for the prescription and submit a request for reimbursement to the City's workers' compensation third party administrator.	
4.10. Credit card/purchasing cards	
4.10.1. The City has authorized credit/purchasing cards for certain supervisors and managers. Use of these cards is restricted for business-related purchases only. Purchases determined to be non-business related shall be reimbursed to the employee by other disciplinary action, up to and including termination of employment.	
1) Generally, the purchasing policies outlined below apply for all purchases regardless of the form of payment (e.g., City check, cash, or credit card).	
2) Employees are encouraged to limit the use of the City's credit card (i.e., it is preferable to have the vendor invoice the City for payment).	
3) Employees making purchases with the City's credit card shall immediately enter the charge receipt/invoice into the City's digital document management system to initiate the payment authorization workflow. Receipts must be submitted to the City's digital document management system.	
4) Credit card purchases of \$1,000 or more require a P.O. in absence of card purchase.	
5) Employees shall notify the City immediately of a lost or stolen City credit card.	
6) Employees shall exercise the same of GRACELESS LONDON and	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
4.8. Routine repair and maintenance services	
4.8.1. Generally, when a Department manager or employee determines that a technician or worker is required to perform routine repairs (e.g., electrical, plumbing, HVAC, etc.) on City-owned equipment, the Department manager, or the technician, must prepare a work order for the repair. The work order shall be signed by the Department Supervisor or their designee and shall include a description of the work to be performed, the estimated cost of the work, and the estimated completion date. The work order shall be submitted to the City's digital document management system for approval.	
4.9. Credit purchases	
4.9.1. The City has authorized credit purchases with certain vendors (e.g., Home Depot, Lowe's, etc.) for the purchase of supplies and materials. The City's credit card policy applies to all credit purchases. The City's credit card policy also applies to all credit purchases made with the City's credit card. The City's credit card policy also applies to all credit purchases made with the City's credit card.	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
4.11. Employee travel	
4.11.1. The City will reimburse employees for the reasonable business travel expenses incurred while on assignments away from the normal work location. All travel expenses shall be pre-approved by the Department Manager. Reimbursement for travel expenses is subject to the City's travel policy, however, if requested by an employee, must be approved by the City Council.	
4.11.2. When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business objectives will generally be reimbursed by the City. Employees are expected to limit expenses to reasonable amounts as approved by your Department Head.	
4.11.3. Expenses properly documented with itemized receipts generally will be reimbursed in the following:	
1) Airfare or train fare for travel to a specific city or economy class or the lowest available fare.	
2) Car rental fees, only for compact or mid-size cars.	
3) Fees for tickets or airport bus service where available and costs of public transportation for other ground travel.	
4) Meal costs for the use of personal vehicles at the IRS standard mileage rate as outlined by the Internal Revenue Service, only when the employee is on a business trip.	
5) Cost of standard accommodations in mid-priced hotels, motels or inns, only when the employee is on a business trip. Expenses for members traveling with employees are not reimbursable by the City.	
6) Cost of meals, no more than would be eaten at the employees' own expense and not to exceed \$50.00 per day including tips, unless approved by the Department Head and City	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
5.1.1.1. Reimbursement for travel expenses shall be subject to budgetary controls. Reimbursement for travel expenses shall be subject to budgetary controls. Reimbursement for travel expenses shall be subject to budgetary controls.	
1) Budget restatements are not permitted between fiscal years for the same or other departmental expenditure objects.	
2) Budget restatements are not permitted across departments.	
3) Budget restatements are not permitted across fund budget adjustments in the City's accounting records that change revenues and expenditures (both within and across departments). Budget adjustments are not permitted for budget adjustments at the various fund levels provided such criteria are consistent with GAAP reporting criteria.	
5.1.1.3. Budget adjustments that change the surplus (deficit) at the fund level requires formal approval of the City Council.	
5.1.1.4. Unbudgeted transactions (e.g., contracts, employee purchases, registered investments, etc.) are permitted but generally require formal approval of the City Council for full transaction.	
5.1.1.4.1. The Finance Director shall be allowed to determine whether or not and the timing of unbudgeted transactions for consideration such budget amendments for approved, unbudgeted transactions.	
5. Mandatory disclosures (report awards)	\$200.113
6.3. In a timely manner and in writing, the non-reporter a entity (CPE) shall notify the reporting entity of any potential conflict of interest. The reporting entity shall determine whether or not and the timing of Federal criminal law involving fraud, bribery, or gratuity violations potentially	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
7) The cost exceeding 15% of the total cost of a meal or 10% of a transportation fare. Excess tips from a meal or transportation fare shall not be carried-over to other meals or transportation where tips were not paid or were less than 15% and 10%, respectively.	
8) Charges for telephone calls, facsimile and similar services required for business purposes.	
9) Charges for laundry and other services (only in trips of four (4) or more days).	
10) Personal entertainment, personal care items, alcoholic drinks, and other items that are not considered necessary for the employee to perform their duties.	
11) Lodging accommodations that not be guaranteed by any of the following: a) a confirmed reservation; b) a confirmed reservation guaranteed under a personal or check-cashed credit card.	
4.11.4. When travel is completed, employees should submit a completed reimbursement request to the Department Manager for review and forwarding to work. Such report must be accompanied with receipts for all business travel-related expenses.	
4.11.5. Employees should contact their supervisor for guidance related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.	
4.11.6. Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.	
5. Budget	
5.1. Upon adoption by the City Council, the budget shall be submitted or otherwise entered into the City's electronic general budget/revenue application.	
5.1.1. While each revenue and expenditure object is assigned a budget as fiscal appropriations by specific law item, law, rather than the	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA	
	Reference
4.11.7. Expenses properly documented with itemized receipts generally will be reimbursed in the following:	
1) Airfare or train fare for travel to a specific city or economy class or the lowest available fare.	
2) Car rental fees, only for compact or mid-size cars.	
3) Fees for tickets or airport bus service where available and costs of public transportation for other ground travel.	
4) Meal costs for the use of personal vehicles at the IRS standard mileage rate as outlined by the Internal Revenue Service, only when the employee is on a business trip.	
5) Cost of standard accommodations in mid-priced hotels, motels or inns, only when the employee is on a business trip. Expenses for members traveling with employees are not reimbursable by the City.	
6) Cost of meals, no more than would be eaten at the employees' own expense and not to exceed \$50.00 per day including tips, unless approved by the Department Head and City	





INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
Magistrate's orders are stored electronically in the separate electronic document management system		
9.1.1. Communications	<ol style="list-style-type: none"> <li>1) All personnel who communicate with defendants shall be notified in the relevant case file of communication, short description of said communication, and initials of the magistrate ensuring the notation to facilitate future communications among magistrates with said defendant</li> </ol>	
9.1.1. Transactions	<ol style="list-style-type: none"> <li>1) Manual receipts               <ol style="list-style-type: none"> <li>a) Staff only be permitted in extreme circumstances such as equipment failure and void receipts</li> <li>b) Must be pre-numbered and accounted for periodically</li> <li>c) Must be printed in triplicate with one provided to the defendant, one retained for entry into the court application software, and the third maintained with the [manual] receipt book</li> <li>d) Manual receipt numbers shall be indicated [cross-referenced] in the electronic case file of the municipal application software system</li> </ol> </li> </ol>	
9.1.1. Voided receipts	<ol style="list-style-type: none"> <li>1) Magistrate are not assigned electronic security permission to void receipts in the municipal court application software               <ol style="list-style-type: none"> <li>a) When a void receipt is necessary, documentation describing the reason for the void including a cross-reference to the corresponding manual receipt shall be provided to the Magistrate Supervisor or, in their absence, the City Clerk for approval</li> <li>b) The Magistrate Supervisor (or City Clerk) shall print the void receipt transaction and retain the manual receipt number, if applicable, in the electronic case file</li> <li>c) The Magistrate Supervisor (or City Clerk) shall sign and date the void receipt documentation and return to the magistrate to be scanned, indexed (for and receipt number), and filed in the electronic.</li> </ol> </li> </ol>	

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
document management software application system		
9.1.5. Make-up receipts	<ol style="list-style-type: none"> <li>1) Generally, processed in the same manner as walk-in/courier receipts</li> <li>2) When cash is included in the mail receipt, the magistrate shall opened the mail containing cash should turn over the cash and related ticket or citation to the second magistrate for processing</li> <li>3) If only one magistrate is present, then another Revenue Department official shall be called over to view the processing of the cash receipt in a manner consistent with walk-in/courier receipts</li> </ol>	
9.1.6. Daily cash balancing	<ol style="list-style-type: none"> <li>1) Each magistrate shall be assigned 2 cash drawers (with respect cash balance of \$100 subject to change from time to time at the discretion of the City Clerk)</li> <li>2) Each magistrate shall print a daily "Total Receipts Report" from the court application system which reports the daily receipt posting activity in the electronic court files</li> <li>3) The total receipts as reported in the "Total Receipts Report" shall be reconciled to the cash and checks in their cash drawer (less the \$100 deposit balance) plus the bond forfeitures</li> <li>4) Discrepancies shall be recorded in cash over/short and reported to the City Clerk or their accounting department designee daily for explanation</li> <li>5) Daily, each magistrate shall prepare a bank deposit slip and present the cash and checks, deposit slip, and "total receipts report" to the Revenue Supervisor, Accountant, or City Clerk for deposit to the bank for deposit</li> <li>6) The "Total Receipts Report" and defendant bank deposit slip shall be presented to the accountant to be used to prepare the accounting entry to record such revenue in the City's general ledger</li> <li>7) All of the bank deposits from court receipts shall be maintained in Accounting</li> <li>8) The log shall be updated and reconciled to the bank deposits regularly (for City Clerk) and (for magistrates) to the City Clerk</li> </ol>	

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
ledger deposit entries and 7) monthly court reports generated from the municipal court application system		
9.1.7. Cash bonds	<ol style="list-style-type: none"> <li>1) Cash bonds shall be entered into the court application system under the appropriate electronic Case file (noting the date of the bond, the case number, the person or entity that paid the cash bond, and the bond amount)</li> <li>2) Prohibited transactions               <ol style="list-style-type: none"> <li>a) The cashing of personal checks from any City cash drawer is strictly prohibited</li> <li>b) The issuance of bond refunds from any City cash drawer is strictly prohibited</li> </ol> </li> <li>3) Payment requests for bond refunds               <ol style="list-style-type: none"> <li>a) Documentation supporting the refund of a Court Cash Bond shall be scanned into the City's electronic document management system as a "bond" related items referenced to the case number for approval by the City Clerk or other authorized City official</li> <li>b) The Magistrate City Clerk shall be notified (cross-referenced) with the "bond" number assigned to the bonds submitted for payment authorization</li> <li>c) Checks issued for bond refunds shall be mailed directly from Accounting to the address provided by the magistrate (as noted on the electronic invoice)</li> </ol> </li> <li>4) Cash bond forfeitures               <ol style="list-style-type: none"> <li>a) Cash bonds shall be forfeited, without notice to the defendant, when a defendant fails to appear for trial or appear in court within thirty (30) days from their initial court date</li> <li>b) Forfeitures shall be processed in the court application system and application to a fine, and person or entity who paid the Cash Bond to the City</li> <li>c) Any documentation (magistrate, or other, related) supporting</li> </ol> </li> </ol>	

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
The forefiles shall be scanned to create an electronic document that shall be saved to the City's electronic document management system, indexed, and cross-referenced to the Case file		
10.1. Billing, collections and revenue	<p>Billing, collections and revenue (or "Revenue Cycle") includes transactions pertaining to the revenue generation and collection functions and encompasses activities such as licenses, permits, garbage fees, municipal court and other fees, and other services (e.g., towing, impoundment, etc.) Receipts shall be deposited (except those received after the afternoon cash drawer closing/bank deposit) as expressly prohibited</p>	
10.1. "Walk-in" receipts		
10.1.1. Cash	<ol style="list-style-type: none"> <li>1) Mail should be opened and observed in the presence of a second Revenue, Municipal Court or other City official</li> <li>2) Cashier shall enter the cash receipt in the computerized revenue subsidiary ledger</li> <li>3) Cashier shall print at least one (1) receipt for delivery to the taxpayer (a digital version shall automatically be stored in the computerized revenue application upon receipt entry by the Cashier)</li> </ol>	
10.1.2. Checks	<ol style="list-style-type: none"> <li>1) The Cashier will prepare all checks (immediately upon the opening of mail) using a stamp or other means that generally reads as follows:            PAY TO THE ORDER OF            (BANK NAME OR CITY OF MOBILE/IBOOK ACCOUNT NO. #) \$###,###.##            FOR DEPOSIT ONLY         </li> <li>2) Cashier shall enter the receipt in the computerized revenue subsidiary application</li> <li>3) Cashier shall print at least one (1) receipt to be presented to</li> </ol>	

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
The taxpayer (a digital version shall automatically be stored in the computerized revenue application upon receipt entry by the Cashier)		
10.1.3. Daily Cash Report	<ol style="list-style-type: none"> <li>1) All cash drawer closings shall include the preparation of a Daily Cash Report</li> <li>2) Cashier shall record the receipts to the subsidiary batch posting/ledger report and attach a copy thereof to the Daily Cash Report</li> <li>3) Cashier shall immediately cross-verify end-of-day checks in specified areas above (Note: receipt endorsement should be stamped at the time of acceptance)</li> <li>4) The cash drawer and completed Daily Cash Report shall be delivered to the Accountant, Finance Director or their designee for review and verification of the accuracy of the currency and checks in the presence of the custodian and review of the Daily Cash Report and supporting documentation               <ol style="list-style-type: none"> <li>a) Transactions processed after the daily (afternoon) closing shall be processed with the next day's business</li> <li>b) All cash drawers shall be locked and stored in the locked file cabinet made of the locked walk for overnight safeguarding</li> </ol> </li> </ol>	10.1.3.1
10.2. Mail receipt		
10.2.1. All mail shall be reviewed by Revenue Supervisor (Operator/Cashier/Administrative Assistant (with assistance during periods of extremely high mail volume by the Revenue Supervisor or other authorized staff member(s)) all of whom must follow the procedures outlined herein		

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/IBOOK, ALABAMA		Reference
10.2.2. Cash included in the mailed receipts shall be immediately forwarded to the Cashier along with the related paperwork for processing. Such cash receipts shall be processed by the Cashier and receipt shall be presented by the Cashier to the Operator who will deliver said taxpayer's receipt to U.S. Mail.		
10.2.3. Operator shall separate checks from the remittance advice and perform the following procedures:		
1) Operator shall meticulously endorse all checks as specified above		10.1.2.1
2) Operator shall stamp on the paperwork accompanying remittance advice and check the date that such remittance advice and check were prepared/signed		
3) Operator shall compare the check amount to the remittance advice (operator shall verify the "check amount" noted on the remittance advice and write the check number and actual figure in red ink) the remittance advice in all instances where the check amount differs from the remittance advice:		
<ol style="list-style-type: none"> <li>a) Operator shall make a copy of the check and attach same to the remittance advice</li> <li>b) Operator shall print (preferably in colored ink) on the remittance advice the actual amount of the check received</li> </ol>		
4) For checks received with no accompanying remittance advice or where the City of Mobile/IBOOK identification number is not present, Operator shall make a copy of the check which shall serve as the remittance advice or attach the check copy to the remittance advice submitted with the payment.		
NOTE: If anything about the receipt appears unusual or if any problems with proper posting in the revenue system appear in the opinion of the Operator, the Operator should make a copy of the check which shall then be attached (top sheet) to the remittance advice.		
5) Operator shall		

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INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
1) The returned check and file name.	
2) The returned check shall be delivered to any Revenue Department staff member.	
3) The taxpayer shall be contacted via telephone and informed that the check was rejected by the bank and inquires whether the taxpayer wishes for the returned check to be re-deposited.	
4) Returned checks shall be re-deposited only one time. If the taxpayer's record shall be updated to reverse the tax/finance payment and proper notations made effectively resulting a delinquency. A batch reversal/adjusting report shall be prepared and submitted to the Revenue Department staff member for processing.	
5) The taxpayer's record shall be updated to reverse the tax/finance payment and proper notations made effectively resulting a delinquency. A batch reversal/adjusting report shall be prepared and submitted to the Revenue Department staff member for processing.	
6) Pending and errors shall be advised on the delinquency and an IRS charge added.	
7) An undeposited item shall be prepared and included in the taxpayer with a letter stating that the balance is due and payable within ten (10) business days or the account will be turned over to an attorney to initiate collection proceedings.	
8) A copy of the invoice and transmittal letter shall be filed in a pending/work-in-process file which is accessible by all Revenue Department personnel.	
9) The pending/work-in-process file shall be organized by due date under as opposed to alphabetical or numerical order.	
10) If the invoice is collected in full within the ten day period, the pending copy shall be removed from the pending/work-in-process file.	
11) If the invoice is not collected in full within the ten day period, the pending copy shall be turned over to the City's collection attorneys as pending in the invoice transmittal letter.	
12) The pending/work-in-process file shall be reviewed daily by the Operator for any other delinquencies.	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
1) Document management system in order to initiate the appropriate approval workflow.	
2) All batch check requests/invoices shall be approved for payment by the Finance Director or their designee who shall further deliver electronically such documentation to Accounts Payable for processing. Accounts Payable application for processing of the related check.	
3) A copy of the original returned check shall be delivered to the Cashier for review and approval. The original returned check shall be returned from the City's digital document management system.	
4) The returned transaction including check number and check date should be entered by the Cashier into the computerized revenue subsidiary application.	
5) The related transaction will be recorded in the general ledger in connection with the preparation of the refund check. The effect of the refund to the taxpayer's subsidiary record will be a manual posting and therefore not submitted to the general ledger in order to avoid posting the refund to the general ledger twice.	
6) Permits	
11.1. Prior to the issuance of any permit, the contractor/permittee must submit a complete permit application on a form prescribed by the City.	
11.1.1. Upon receipt of a complete permit application, the revenue/permit clerk shall:	
1) Verify that the contractor/permittee possesses a current City of Mountain Brook Business license.	
2) Verify that the contractor/permittee possesses current, applicable state of Alabama building construction and licenses.	
3) Determine whether the City codes and regulations require a bond for the particular permit sought and ensure that such applicable bond requirements have been satisfied.	
11.2. Revenue/permit clerk may process and issue all permit applications upon verification and satisfaction of the requirements specified in Sec. 11.1. above except a) building, b) land disturbing, and c) others that require review and	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
8) The recorded subsidiary ledger batch posting/update report and Operator's batch report shall be submitted to the Revenue Department staff member with the corresponding deposit.	
9) Operator shall present the recorded checks and Operator's batch report to the Accounts Payable for processing.	
10) Accounts Payable shall verify that the Operator's batch report matches the Operator's batch control total noted on the record/invoice batch report.	
11) Upon the Accounts Payable Revenue Finance Director or their designee shall physically deposit the checks at the bank each business day (or run the checks through the bank's remote check reader for electronic transmission to the bank).	
12) Remittance batch payment shall be filed by the Cashier or Operator by batch number and copy of the deposit slip delivered to the Accounts Payable for processing (date).	
13) Once the invoice has separated all of the checks from the batch report, the Operator shall prepare the batch report to the Accounts Payable to prepare the daily deposit(s). The Operator may assist the Cashier in entering the remittance address in the computerized revenue subsidiary ledger following all procedures outlined above.	
14) Cashier shall run the batch reports and supporting documentation and upload them into the digital document management system for future reference. [Note: Original paper copies will usually be retained for future reference until after the next financial audit. However, the stored digital copy shall be considered the official copy.]	
15.3. Returned checks due to insufficient funds	
15.3.1. Payment requested by the bank due to insufficient funds (NSF) shall be reviewed as follows:	
1) The Accounts Payable maintains a subsidiary ledger of all returned deposits. Accountant should generally make a copy of	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
Examined to verify that appropriate dispositions have been completed.	
1) All other delinquencies shall be investigated weekly until disposition.	
2) Steps taken (e.g., telephone calls, faxes and email, office method to be utilized, letters and/or invoice marking, audits shall be noted in the computerized revenue subsidiary ledger and the amount of what steps have been taken to resolve the delinquency and when such steps were taken.	
3) Notes shall include the names and telephone numbers of the contractor and/or permittees pertaining to such contacts.	
10.5. Adjustments to taxpayer accounts	
10.5.1. All credit adjustments with a waiver of penalties, invoice reversal, etc., to taxpayer accounts shall be authorized by the Director of Finance.	
10.5.2. The Revenue Examiner, Operator, and Cashier shall present a written request for such adjustments (both written request may be provided to the taxpayer or its representative writing).	
1) The Director of Finance shall make a written request on the written request form to the Revenue Examiner, Operator, and Cashier for such adjustments. The request shall include the taxpayer's signature or initials, date, and instructions regarding the adjustment.	
2) The signed adjustment shall be scanned and the digital image thereof attached to the taxpayer's electronic record.	
10.6. Refunds	
10.6.1. Revenue Department personnel shall prepare a check request for all refunds.	
1) Appropriate documentation supporting the nature of the adjustment to be refunded shall be attached to the check request.	
2) Check request (or amount) shall be entered into the digital	

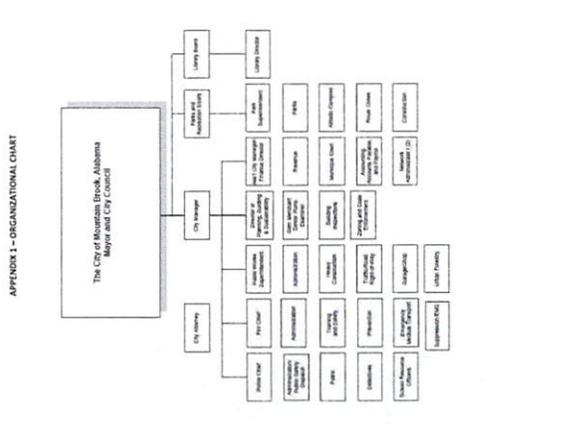
INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
1) Entry in a spread sheet (hereafter referred to as Operator's batch report) of the following information from the checks processed:	
1) City of Mountain Brook tax identification number	
2) Check number, and	
3) Check amount	
4) The batch report, shall include the date such checks were received/processed and the name of the individual preparing the batch report	
5) The list of checks (check report) shall be created	
6) Operator shall give two (2) copies of the batch report	
7) Operator shall sign and date both copies of the batch report	
8) [NOTE: The two batch reports will be critical to the Cashier in the event the receipts entered into the computerized revenue subsidiary ledger differ from the Operator's batch report. The batch report shall be used to correct any error which will either be a) a posting error on the part of the Cashier in entering the receipts in the subsidiary ledger or b) a posting error by the Operator in preparing the batch report. If the error is a posting error by the Cashier, the appropriate correction will be made and a revised batch entry report printed. If the error is in the Operator's batch report, the Operator shall correct the batch report (total appropriately). Any errors in the Operator's batch report should also be discovered by the Accounts Payable during the preparation of the daily deposit(s).]	
9) Operator shall present the remittance address and one copy of the batch report to the Cashier for posting to the computerized revenue subsidiary ledger	
10) Cashier shall prepare a subsidiary ledger batch posting/update report and verify that the posting total matches the Operator's batch control total noted on the batch report.	

INTERNAL CONTROL POLICES AND PROCEDURES CITY OF MOBILE/BIRMINGHAM, ALABAMA	
	Reference
Department staff member in the Operator's absence) to ensure that delinquent accounts are monitored and appropriate dispositions made.	
1) Once the delinquency for the returned check has been received, a copy of the remittance and batch posting report shall be delivered to the Accounts Payable in order to update their subsidiary records.	
10.4. Delinquencies	
10.4.1. "Delinquencies" are delinquencies generated by the computerized revenue subsidiary application. Accordingly, not all reported delinquencies are carried but only indicate that a taxpayer's record has been delinquent. Delinquencies are only reported if they have been addressed in the subsidiary ledger that do not apply to the taxpayer, the taxpayer is no longer in business, or no longer conducting business inside the City.	
10.4.2. The Revenue Examiner, Operator and Cashier, individually and collectively, are responsible for maintaining the taxpayer's records in the computerized revenue subsidiary ledger.	
1) Such maintenance procedures shall be routinely conducted daily during the course of normal departmental procedures.	
2) In all instances where a taxpayer's record is updated to reflect a change (i.e., marked inactive, license and tax categories corrected or determined, etc.), a revision list will be made in the computerized revenue subsidiary ledger. The revision list will include the nature of the update, the justification for such update, and the individual updating the record.	
10.4.3. The Revenue Examiner shall have primary responsibility for reviewing delinquencies.	
4) Regularly, a delinquency report shall be produced by the Revenue Examiner.	
5) Reported delinquencies that appear to be recent maintenance errors shall be reviewed by the Revenue Examiner, Operator and Cashier (or designated to other Revenue Department personnel (Operator or Cashier) for resolution and appropriate disposition. A written report of the taxpayer records updated and the nature of the update shall be returned to the Revenue	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
approval by the City Planner or the Chief Building Inspector (e.g., those that require construction trailers, home occupations, etc.)		
11.2.1.	For permit applications that require review by department supervisors, upon receipt of a permit application tentatively approved by such supervisor, the renewal/permit clerk shall:	
1)	Verify that all listed/known subcontractors possess a current City of Mountain Brook business license	
2)	Verify that all listed/known subcontractors possess current, applicable State of Alabama building certifications and licenses	
3)	Determine whether the City codes and regulations require a bond for the various listed/known subcontractors and ensure that such applicable bond requirements have been satisfied for each	
4)	Upon satisfactory completion of the requirements listed above, the renewal/permit clerk shall finalize the issuance the permit consistent with the permit application and contact the permittee to advise of the permit's expiration date, the permit fees and delivery of the permit to be displayed at the job site, if applicable	
12.	Cash management (with respect to federal or other agency grant awards or contracts)	
12.1.	Historically, the City's grant awards have been and expected to continue to be on a reimbursement basis and are expected to continue to be on a reimbursement basis. Should the City apply for a grant or award that allows for advance draw down basis, the City shall either 1) modify its cash management policies and procedures to ensure compliance with the grant award's terms and conditions, or 2) administer the award on a reimbursement basis to avoid the possibility unnecessary delays between the City's receipt of advance draws and related project expenditures	§200.6
12.2.	With respect to the City's cash general management policies (without regard to a federal or other grant award):	
12.2.1.	Investment policies	Resolution No. 2009-053
1)	Monthly cash flows will be analyzed in order to ensure that sufficient cash is available to meet operating and short term	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
capital outlay requirements		
2)	Investment strategies that maximize investment returns with minimal risk will be followed	
3)	Receipts shall generally be deposited in-bast daily in order to safeguard assets and maximize the benefit of cash collections	
4)	Regularly, the City shall analyze its cash and investment positions and investment returns and implement such changes as considered to be in the best interests of the City in keeping with its stated goals and objectives	
5)	The investment performance and policies shall be reviewed by the City Council periodically	
12.2.2.	(Fund balance) reserve policies	Resolution No. 2017-031
1)	The City shall strive to achieve and maintain a General Fund reserve of 10% of the prior year's ending balance in order to ensure that reserves are sufficient to withstand temporary fluctuations in cash flow, to meet emergencies, or to take advantage of significant opportunities	
2)	The City shall strive to achieve a Capital Project Fund reserve of 10% of the prior year's ending balance in order to ensure that reserves are sufficient to withstand temporary fluctuations in cash flow, to meet emergencies, or to take advantage of significant opportunities	
3)	For Local Agencies: Local Reimbursement Schedules or Records Disposition Authorities (RDAs)	
No county, municipal, or other local government official shall cause		
13.	Record retention	
13.1.	Generally, the City shall adhere to the more stringent requirements of 1) those promulgated by the State of Alabama Department of Archives and History or 2) in the case of a federal or other grant award/contract, the requirements specified therein.	
13.2.	STATE OF ALABAMA, Department of Archives and History <a href="http://www.archives.alabama.gov/da.html">http://www.archives.alabama.gov/da.html</a>	

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
Any records to be destroyed or otherwise disposed of without first obtaining the approval of the Local Government Records Commission (LGRMC) shall be destroyed in accordance with the LGRMC's retention schedules consistent with authorization for the disposition of agency records as stipulated in the document. These RDAs also identify the permanent records that a local government must preserve.		
2)	Local Government Destruction Notice	
One condition of this authorization is that the responsible official must Destruction Notice to the Alabama Department of Archives and History (ADAM) to receive a letter of eligibility.		



INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
APPENDIX 2 - CONFLICT OF INTEREST		
PURPOSE	This policy statement sets forth the City's standards of conduct to ensure that City Council members and employees avoid potential and actual conflicts of interest, as well as the perception thereof.	§200.31(B)
DEFINITIONS		
Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.		
Conflict of interest shall mean use by a Council member or City employee received through their holding public office or employment, for the private monetary gain of themselves or any other person, or for the private monetary gain of a member of their immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the board of member or director employee, a partnership, or other business with which the board member or director employee, a Council member or City employee shall mean an economic consequence which has an insignificant effect.		
Financial interest shall mean any financial interest in a regularly engaged in business or more than five percent (5%) of the assets of the economic interest in which the Council member or City employee has a financial interest.		
Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.		
DISCLOSURE OF FINANCIAL INTERESTS		
No elected official shall be allowed to take the oath of office or enter or continue upon their duties, unless they have filed a Statement of Economic Interests disclosure statement as required law.		
Employees of the City shall file a Statement of Economic Interests disclosure statement		

INTERNAL CONTROL POLICIES AND PROCEDURES CITY OF MOUNTAIN BROOK, ALABAMA		Reference
annually pursuant to Alabama law		
STANDARDS OF CONDUCT		
The City maintains the following standards of conduct covering conflicts of interest in government. The City Council and Board members engaged in the selection, award and administration of contracts:		
No employee or Council member may participate in the selection, award or administration of a contract in which the employee or Council member has an apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Council member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any other interest for or a tangible personal benefit from a firm considered for a contract.		
The City shall not enter into any contract with a Council member or employee, or his/her business partner, or an organization which employs or is about to employ any other interest for or a tangible personal benefit from a firm considered for a contract. The City shall not enter into any contract with a Council member or employee, or his/her business partner, or an organization which employs or is about to employ any other interest for or a tangible personal benefit from a firm considered for a contract. The City shall not enter into any contract with a Council member or employee, or his/her business partner, or an organization which employs or is about to employ any other interest for or a tangible personal benefit from a firm considered for a contract. The City shall not enter into any contract with a Council member or employee, or his/her business partner, or an organization which employs or is about to employ any other interest for or a tangible personal benefit from a firm considered for a contract.		
When advertised formal bidding is not required or used, an open and public process shall include at a minimum:		
1. Public notice of the intent to contract for goods or services;		
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and		
3. Post award public disclosure of who made bids or quotes and who was chosen.		
Any Council member or employee who in the discharge of their official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting. The City shall have a policy to announce and disclose the nature of his/her interest as a public record.		
No public official or public employee shall accept an honorarium.		



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

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

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

**Absent:** None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

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

**1. BLOUNTSVILLE FIRE DISTRICT CHIEF SAM JOHNSON TO ADDRESS THE ELECTED OFFICIALS**

Chief Johnson expressed thanks for the City's sale of a 2001 Quality Spartan GA40M-2142 fire engine (Motion No. 2019-027) to the Blountsville Fire District. The Blountsville Fire District is a volunteer department with one full-time employee and operates on a \$62,000 annual budget.

**2. CONSENT AGENDA**

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

Approval of the minutes of the March 11, 2019, regular meeting of the City Council

Approval of the minutes of the March 20, 2019, special meeting of the City Council

<b>2019-037</b>	Donate Life proclamation	Exhibit 1
<b>Proclamation</b>		
<b>2019-038</b>	Reappoint Lynn Ritchie to the Villages Design Review Committee, to serve without compensation, the term to end March 25, 2022	Exhibit 2
<b>2019-039</b>	Authorize the City's participation in the 2019 "State of Alabama Sales Tax Holiday" beginning at 12:01 a.m. on Friday, July 19, 2019, and ending at twelve midnight on Sunday, July 21, 2019, the City of Mountain Brook whereby the City shall exempt certain school supplies, computers, and clothing from municipal sales or use tax	Exhibit 3, Appendix 1
<b>2019-040</b>	Recommend to the State of Alabama, Alcoholic Beverage	Exhibit 4,

	Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to Publix Alabama LLC (Trade name: Publix Alabama 1676), 1000 Jemison Lane, Mountain Brook 35223	Appendix 2
<b>2019-041</b>	Authorize the execution of a construction agreement for a state public road and bridge funding project (ST-037-999-019, CPMS #100069733) between the City and ALDOT	Appendix 3
<b>2019-042</b>	Authorizing the proposed Montrose Circle traffic island improvements	Exhibit 5, Appendix 4
<b>2019-043 Motion</b>	Authorize the execution of the Ring Memorandum of Understanding (MOU) subject to the inclusion of modifications limiting the City’s liability satisfactory to the City Attorney	Appendix 5

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamation (No. 2019-037), resolutions (No. 2019-038 through 042) and motion (No. 2019-043) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

### **3. PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING ARTICLE X, CHAPTER 129 OF THE CITY CODE WITH RESPECT TO PERMITTED USES IN THE PROFESSIONAL ZONING DISTRICT (EXHIBIT 6, APPENIDX 6)**

Council President Smith introduced the ordinance in writing and informed the audience that due to the number of requests from residents to continue this matter for a later date [due to this being spring break week], the City Council shall not vote on the proposal. In fact, the City Council may decide to amend the ordinance to include formal notification procedures which will require that the ordinance be re-published in accordance with applicable law. President Smith then invited questions or comments from the audience.

Raheel Farough of 3076 Overton Road:

- His residence is contiguous to the Knesseth Isreal (KI) Synagogue
- Has concerns about the definition of professional office
- Interprets the ordinance to allow a spa or surgery center which may result in increased traffic or ambulance visits to and from the office
- Urged the Council to require that professional office buildings be contiguous to properties zoned mixed use (not in the middle of a residential district)
- Would like future conditional use application hearing require public notice similar to what is required for rezoning applications
- Questions whether the ordinance was properly noticed

Floyd Berman of 3515 Riverbend Road:

- Requests that the ordinance include a provision that future uses that require Council review and approval require public notice
- Also believes that professional office properties be contiguous to other commercial properties

President Smith:

- Any property owner may currently make application to rezone a parcel to professional
- The current proposal will require such rezoning applications undergo a conditional use review and approval by the City Council

Council member Black made a motion that the draft ordinance be amended to include the following provisions: 1) conditional use applications of properties zoned professional office require public notification be delivered to property owners within a 500 foot radius of the subject property delivered by certified U. S. mail and 2) such notice shall specify the nature of the change and proposed conditional use, that the City Council shall hold a public hearing to consider the revised draft ordinance on Tuesday, April 23, 2019, at 7:00 p.m. and that such revised draft ordinance be published by posting as prescribed by law. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith then declared that said motion (No. 2019-044) passed by a vote of 5—0.

Council member Black then moved that the public hearing be continued. The motion was seconded by Council member Womack. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith then declared that said motion (No. 2019-045) passed by a vote of 5—0.

#### 4. ANNOUNCEMENTS

The next regular meeting of the City Council will be Monday, April 8, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

The second regular meeting of the City Council in April shall be moved to Tuesday, April 23, 2019, at 7 p.m. due to the Mountain Brook Board of Education Showcase event scheduled for Monday, April 22, 2019.

#### 5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:20 p.m.

**6. CERTIFICATION**

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

  
 \_\_\_\_\_  
 City Clerk

**EXHIBIT 1**

**NATIONAL DONATE LIFE MONTH  
PROCLAMATION**

**WHEREAS**, 115,000 Americans and 1,800 Alabamians are currently on the national transplant waiting list; and

**WHEREAS**, another person is added to the waiting list every 10 minutes, and on average, 22 people die every day because the organs they need are not donated in time; and

**WHEREAS**, the most effective way to address this health crisis is to educate and to encourage citizens to commit to the following actions: register your decision to be an organ, eye and tissue donor in the National Donate Life Registry, RegisterMe.org or LegacyofHope.org or at your local DMV office, and learn more about living donation; and

**WHEREAS**, the Donate Life cause of saving and healing lives through organ, eye and tissue donation is of such immediate and worthwhile importance that,

**NOW, THEREFORE, I**, Stewart H. Welch III, Mayor of the City of Mountain Book, Alabama, do hereby proclaim April 2019 as

**DONATE LIFE MONTH**

In Mountain Brook, Alabama we honor all who have given the gift of life, we focus our efforts on the extreme need for organ and tissue donors, and we encourage residents to designate their donation decision and share the decision to donate with family members.

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

\_\_\_\_\_  
 Stewart H. Welch III, Mayor  
 \_\_\_\_\_

**EXHIBIT 2****RESOLUTION NO. 2019-038**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Lynn Ritchie is hereby reappointed to the Village Design Review Committee, to serve without compensation, with the term of office to end March 25, 2022.

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**EXHIBIT 3****RESOLUTION NO. 2019-039**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 19, 2019, and ending at twelve midnight on Sunday, July 21, 2019, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Wanda Robbins, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 ([wanda.robins@revenue.alabama.gov](mailto:wanda.robins@revenue.alabama.gov)) as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

**APPENDIX 1**

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**EXHIBIT 4****RESOLUTION NO. 2019-040**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 –Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to Publix Alabama LLC (Trade name: Publix Alabama 1676), 1000 Jemison Lane, Mountain Brook 35223.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

**APPENDIX 2**

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**EXHIBIT 5****RESOLUTION NO. 2019-042**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$2,000 for materials and provide City labor and equipment to install beautification improvements at the Montrose Circle traffic island as illustrated in Exhibit A attached hereto.

**APPENDIX 4**

## EXHIBIT 6

ORDINANCE NO. \_\_\_\_\_

DRAFT

## AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby adding Section 129-50, and amending Sections 129-151 and 129-153 as follows:

**Section 1.****“ARTICLE X. – PROFESSIONAL DISTRICT****Sec. 129-150. – Intent and purpose.**

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

**Sec. 129-151. – Permitted uses.**

(a) The uses permitted in Professional Districts shall be as follows:

- (1) Professional offices
- (2) Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) Conditions on Permitted Uses. All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the City Council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be reviewed as to the following.

- i. Whether the use would disparately impact public parking in the area;
- ii. Whether vehicular or pedestrian circulation would be adversely impacted by the use;
- iii. Whether the use would adversely impact surrounding existing uses;
- iv. Whether the hours of operation or peak traffic times would adversely impact the surrounding properties and public streets.
- v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
- vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) Any use established and permitted by right in the Professional District prior to March 25, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the City Council per subsection (b) of this section.

(d) A Professional Office use established on or after March 25, 2019 and permitted after City Council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are non-material changes for the proposed professional use utilizing the criteria for review outlined in subsection (b). In the absence of such a determination, City Council review of the replacement use shall be required under subsection (b.)

**Sec. 129-153. – Additional requirements and provisions.**

- (a) **Service yards.** On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least six feet, but no more than eight feet, in height, and designed and constructed to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least six feet, but not more than eight feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
  - (b) **Building setbacks.** Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater.”
2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
  3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
  4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

2019-039



# State of Alabama Department of Revenue

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

March 7, 2019

## 2019 "Back-to-School" Sales Tax Holiday July 19-21, 2019

### Deadline to notify ADOR: June 19, 2019

The 2019 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 19, 2019, and ends at twelve midnight on Sunday, July 21, 2019. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 19, 2019. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 19, 2019.

APPENDIX 1

**Retail businesses and the public need to know whether or not your locality will participate in the 2019 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.**

### IMPORTANT

### RESPONSE REQUIRED

### IMPORTANT

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

**Not Participating?** Send an email, fax or letter (with signature line) stating: "MOUNTAIN BROOK will not be participating in the 2019 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

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

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE

EMAIL: laura.reese@revenue.alabama.gov

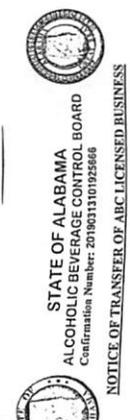
ATTN: Laura Reese  
Sales & Use Tax Division  
Post Office Box 327900

QUESTIONS: 334-242-1443

Montgomery, Alabama 36132-7900

"An Affirmative Action / Equal Opportunity Employer"

2019-040



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20190313101925666

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE: WESTERN SUPERMARKETS INC, ADDRESS: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

NEW APPLICANT: NEW APPLICANT LLC, ADDRESS: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

CURRENT LICENSE NO. 010764527, LICENSED PREMISES ADDRESS: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

THE APPLICANT HEREBY SERVES NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNED BY THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the ASBMT for the Current (Name) Licensee, and the Current Licensee shall act as the ASBMT for the New (Applicant) Licensee.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement, and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of this Agreement shall be subject to the terms and conditions of the attached Agreement, and that the Current Licensee shall remain subject to the jurisdiction of the ABC Board and the ABC Enforcement District Office until such time as the Current Licensee is removed from the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESSES our hands and seals on this the 15th day of March, 2019.

CURRENT LICENSEE (NAMED ON LICENSE): WESTERN SUPERMARKETS INC, THE NEW APPLICANT: NEW APPLICANT LLC, WITNESS (BY ABC Enforcement): JENNIFER D. MARTIN



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20190313101925666

Private Clubs / Special Retail / or Special Events License ONLY

Please Club: Does the club charge and collect dues from elected members? Number of paid up members: Is this a new or existing club? New club: Is business conducted through officers regularly elected? Has a grant vested membership application for each member been filed? Has at least 10% of members listed been confirmed and highlighted? Does the property used, as well as the advantages, belong to all the members? Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employees) or the club rather than in benefit of the entire membership?

Special Retail: Is it for 30 days or less? Is there a certificate of approval? Other valid responsible organization: Special Events / Special Retail (7 days or less): Starting Date and conditions for special event(s) special event: Other Explanations: Are the applicants named above the only persons(s) in any manner interested in the operation of this business? IS INCLUDED WITH THIS APPLICATION.

Agent's Initials: Public, Alabama LLC, 1000 Jemison Lane, Mountain Brook, AL 35223



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

Confirmation Number: 20190313101925666

TYPE LICENSE (REG - RETAIL BEER ON OR OFF PREMISES)

Applicant: PUBLIC ALABAMA LLC, Address: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

Current License No: 010764527, Licensee Name: WESTERN SUPERMARKETS INC, License No: 010764527

Applicant Name: PUBLIC ALABAMA LLC, Address: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

Current License No: 010764527, Licensee Name: WESTERN SUPERMARKETS INC, License No: 010764527

Applicant Name: PUBLIC ALABAMA LLC, Address: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

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Applicant Name: PUBLIC ALABAMA LLC, Address: 1000 JEMISON LANE, MOUNTAIN BROOK, AL 35223

Current License No: 010764527, Licensee Name: WESTERN SUPERMARKETS INC, License No: 010764527

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CITY OF MOUNTAIN BROOK, P.O. Box 83009, Mountain Brook, AL 35223



CITY OF MOUNTAIN BROOK, P.O. Box 83009, Mountain Brook, AL 35223

March 26, 2019, M. Velez, 234 Aquarius Drive, Suite 103, Houston, AL 35209

Facsimile: (205) 942-2101, Attached is a copy of a resolution passed at the March 25, 2019, City Council meeting recommending the issuance of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) license to Public, Alabama LLC.

Public, Alabama LLC, 1000 Jemison Lane, Mountain Brook, AL 35223

If you have any questions, please call me at 802-3625

John T. Baker, JTB@mountainbrookga.gov



Kay Ivey  
Governor

ALABAMA  
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
OFFICE OF REGIONAL ENGINEER  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P.O. BOX 38248  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962



John F. Cooper  
Transportation Director

March 15, 2019

Honorable Stewart H. Welch, II, Mayor  
Mountain Brook City Hall  
56 Church Street  
Mountain Brook, Alabama 35213

RE: ST-037-999-019  
Resurfacing of Various Streets In Mountain Brook  
Project Reference Number: 100069733  
City of Mountain Brook  
Jefferson County

Dear Mayor Welch,

Please find attached a funding agreement between The State of Alabama and the City of Mountain Brook. This agreement is to obligate funds for construction and engineering inspection on the above-referenced project.

In order to execute this agreement it must be signed by the Mayor with the City seal affixed. In addition, the attached resolution must be completed authorizing the Mayor to be the signatory on behalf of the City. After this agreement is executed by the City please return to this office for Regional authorization.

Should you have questions or need additional information, please contact this office.

Sincerely,  
DeJarvis Leonard, P.E.  
Region Engineer

*DeJarvis Leonard*

Jesse P. Miller, Jr., P.E.  
County Transportation Engineer  
East Central Region-Birmingham Area

D:\GMB\JPM\S\jcm  
attachment  
pc: file

CONSTRUCTION  
AGREEMENT  
FOR A  
STATE PUBLIC ROAD AND BRIDGE FUNDING  
PROJECT

BETWEEN THE STATE OF ALABAMA  
AND  
CITY OF MOUNTAIN BROOK  
Jefferson County

Project No. ST-037-999-019  
CPMS Ref# 100069733

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing various streets in the City of Mountain Brook; Project# ST-037-999-019; CPMS Ref# 100069733.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. Project Funding: The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to \$100,000.00 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	\$ 100,000.00
City Funds	\$ 0
<b>TOTAL (Incl CE&amp;I and Indirect Cost)</b>	<b>\$ 100,000.00</b>

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

APPENDIX 3

C. Time Limit: This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.

The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for Processing State and Industrial Access Funded County and City Projects, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will not be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award.

The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mispenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due,

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if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

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true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that,

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APPENDIX 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: Stewart Boone By: Stewart H. Welch III  
 City Clerk (Signature) As Mayor (Signature)  
 City of Mountain Brook, Alabama  
 Stewart Boone STEWART H. WELCH III  
 Type Name of Clerk Type Name of Mayor  
 (AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: \_\_\_\_\_  
 William F. Patty,  
 Chief Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
 D.E. (Ed) Phillips, P.E.  
 State Local Transportation Engineer

\_\_\_\_\_  
 Don T. Arkle, P. E.  
 Chief Engineer  
 STATE OF ALABAMA, ACTING BY AND THROUGH  
 THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 KAY IVEY  
 GOVERNOR, STATE OF ALABAMA

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EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

APPENDIX 3

EXHIBIT B

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profits, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assigns and successors in interest agrees as follows:

**a. Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assigns, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Particent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS  
REV. 9/19/16

STD CONTRACT EXHIBITS  
REV. 9/19/16

EXHIBIT H  
Page 2

EXHIBIT H  
Page 3

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- b. **Non-discrimination**
- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.
- The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
- c. **Solicitations**
- In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to non-discrimination on the ground of race, color, religion, sex or national origin.
- d. **Information and Reports**
- The CITY will provide all information and reports required by the Regulations, and orders and instructions issued pursuant thereto, and will permit access to its books,

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- records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance**
- In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,
1. withholding of payments to the CITY under contract until the CITY complies, and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions**
- The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.
- g. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

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APPENDIX 3

STD CONTRACT EXHIBITS  
REV. 9/19/16

STD CONTRACT EXHIBITS  
REV. 9/19/16

EXHIBIT H  
Page 4

EXHIBIT H  
Page 5

- The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
2. **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
  3. **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

14

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

**CITY'S CERTIFICATIONS**

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-stipend direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

APPENDIX 3

STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:   
CHIEF ENGINEER

APPROVAL:   
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017  
DATE

Traffic Island Policy Worksheet

Traffic Island Policy Worksheet

2019-042

**Island Location:** Montrose Circle

**Area of Island:** 3848 sq ft **Max City Contribution:** \$2,000  
( < 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

**Sketch of Design**

This is very similar to the design used at Gaywood Circle. We will add one tree, a flagstone sitting area, and sod the remainder of the island with Bermuda grass.



**Other Details**

- There are plastic anchors for Christmas decorations cemented in the ground all around the island. The plastic has sharp edges that can cut someone so they need to be removed.
- Public Works will replace the damaged gutter all the way around the island.

Materials needed	Quantity	Cost
Nuttall Oak 3.5" DBH	1	\$ 350
Flagstone Rock	260 sq ft	\$1,200
Bermuda Sod	8 pallets	\$ 840
<b>Total Cost</b>		<b>\$2,390</b>

**Resident Contact Information**

Name	Email	Phone
Rebecca Williamson	<a href="mailto:rejabu@aol.com">rejabu@aol.com</a>	

**Partnership Agreement**

The residents will donate the \$390 that is over the maximum allowed for the island. They have purchased the chairs they would like to use on the flagstone sitting area. We will keep the island watered until the sod and tree are established. It will be maintained on a weekly basis as part of the Route crew's usual responsibility.

**Island Committee Comments** **Date** Feb 22, 2019

Elizabeth and I met with Rebecca to begin the initial discussion. We communicated with everyone else via email. No one disagreed with the design. It was suggested to avoid activity on the grass until the sod has a chance to get rooted. People will also need to be careful around the newly planted tree.

<b>Tree Commission Members:</b>	Elizabeth Poyner	Ro Holman
<b>Park Board Members:</b>	Helen Drennen	Aimee Reese
<b>Others:</b>	Virginia Smith	Shanda Williams

**Police Department Comments** **Date** March 18, 2019

Lt. Jason Carmack stated that he did not see any issues with the proposed design.

APPENDIX 4

Traffic Island Policy Worksheet

**Council Comments:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Amount approved: \_\_\_\_\_

**Construction Issues/Comments/Adjustments**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

MOTION 2019-043

shall only be required to provide three days' written notice to Agency.

**Privacy and Terms of Use**

Ring will not provide any customer personal information, including video footage, to Agency without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors app and, as applicable, the Neighbors Portal.

**Compensation**

At no point shall either party receive compensation from each other as a result of this program.

**Confidentiality**

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

**No Third Party Beneficiaries**

This agreement is only for the benefit of Agency and Ring. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any other third person or party, including, but not limited to, any Ring Neighbors, user of the Neighbors App or persons providing information for the Neighborhood Portal.

RING LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Updated December 2016

APPENDIX 5



**Neighbors by Ring**  
Memorandum of Understanding

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Ring LLC ("Ring") and City of Mountain Brook, Alabama, on behalf of the Mountain Brook Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Mountain Brook's ("Town") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
  - o Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
  - o Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

By entering this agreement, the Agency does not assume any obligation to utilize or monitor information that may be available on or posted to the Neighbors App or Neighborhood Portal, or to utilize the Neighbors App or the Neighborhood Portal to post information about critical or other incidents.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

**Ring**

- Make the Neighbors app available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

**Agency**

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

**Press Release**

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

**Term**

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party, provided that in the case of material breach of this Agreement by the Agency, Ring

Updated December 2016

2014

Proposed Amendment to the Professional District (Article X)

Recent Background

On February 25, 2019, the city council held a public hearing on the proposed amendment to the professional district, and voted to carry it over the its meeting of March 25, 2019. Minor changes were made to the draft amendment, which was re-noticed for the meeting of March 25, 2019.

The planning commission, on January 7, 2019, and February 4, 2019, held public hearings on a pending rezoning proposal of the Kneseth Israel property on Overton Road, which has been further postponed the planning commission meeting of March 4, 2019. The proposal is to rezone the property from Res-A district to Professional district.

The rezoning proposal involves the conversion of the existing KI facility to an outpatient plastic surgery practice; a professional office for physicians specializing in plastic surgery – not to be used as a clinic. Proposed hours of operation are from 7:30a-5:00p M-F.

While it is noted that there is a good deal of community opposition to the rezoning case, some members of the planning commission (and some of the neighboring residents) expressed concern, perhaps not so much about the proposed use, itself, but about potential future uses allowed in the professional district, should the property be rezoned and the applicant vacate the premises in the future.

Proposed Amendment to the Professional District

The on-going rezoning case at KI has shed some light on the professional district regulations, and caused staff and the planning commission to take a closer look at these regulations. A 2-pronged approach to revisions to the professional district regulations has been recommended for approval by the planning commission:

Prong #1: Eliminate the antiquated uses (1. and 2.) noted below.

In addition to professional offices, the district regulations currently allow for:

- 1. Private schools for the teaching of dance, music and other courses, and;
- 2. The assembling of frames.

Both of these uses were added to the professional district to accommodate previous businesses which were located in the professional district; these are no longer located on any lot zoned professional district in the city.

The idea behind allowing professional offices in a zoning category separate from the local business district is to provide transitional areas between the villages and the surrounding residential areas. Private schools and the assembling of frames don't necessarily lend themselves to transitional characteristics, and so it is proposed to remove these uses from the professional district regulations.

Prong #2: Make the remaining permitted uses (professional offices) subject to the city council conditional use process going forward.

The ordinance is proposed to be amended such that any properties zoned to the professional district after the effective date of the amendment would be subject to city council approval of a conditional use for any proposed professional office use in said district. Condition use approval would ensure the implementation of appropriate measures to mitigate potential negative effects on adjoining properties (such as landscape buffers, hours of operation, parking, lighting restrictions, etc.) This is the same process outlined for conditional uses in the local business district.

As drafted, properties that are currently zoned professional district would not be subject to the conditional use process. There are currently 15 properties that fall into this zoning category in the city (see attached maps for locations):

- Crestline Village: 6 lots, all in transitional locations
- English Village: 6 lots, all in transitional locations
- Overton Village: 2 lots, in transitional locations
- Hwy 280: 1 lot in transitional location

None of the businesses on these lots has changed in the past 11 years.

City Council Action

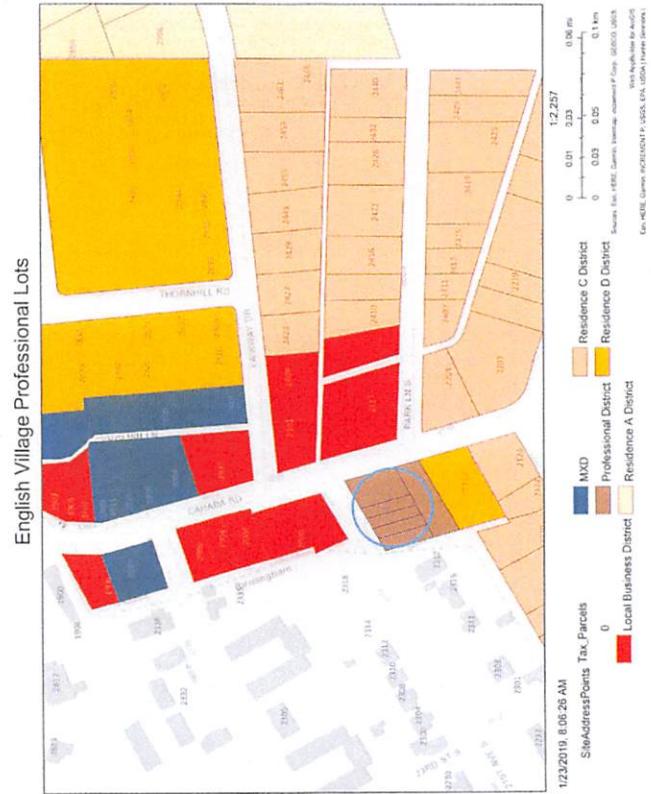
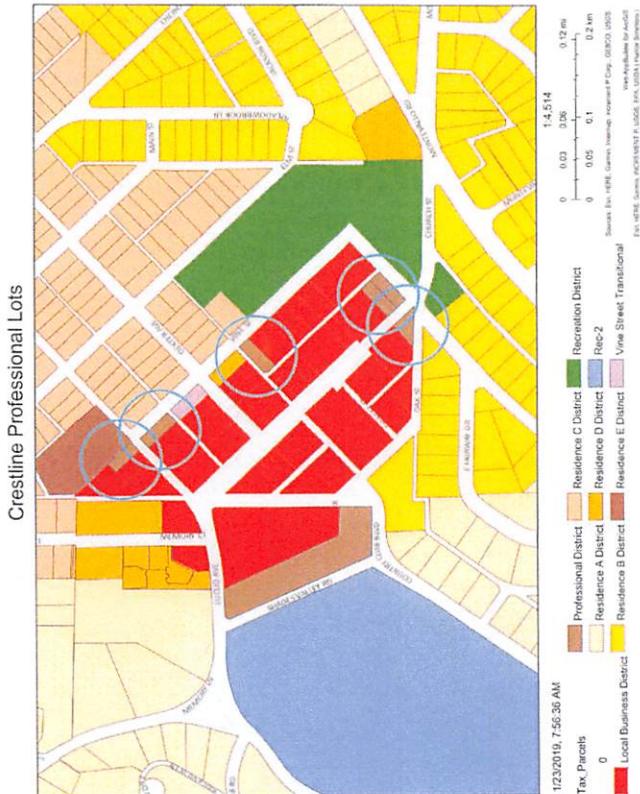
If it be the wish of the city council, it could approve the changes to the professional district as drafted, approve one of the two "prongs," reject the proposed changes in its entirety, or recommend revisions to the changes.

Relationship of the Proposed Amendment to the KI Rezoning Case

Should the council approve Prong-2 (conditional use process), the KI rezoning case would be subject to the new regulations; and the planning commission would carry on with its review of the case and make a recommendation to the city council on the rezoning (the applicant for the rezoning case requested at the February PC meeting that the case be carried over until such a time that the city council took action on the proposed revisions to the professional district).

It is important to note that any city council approval of the proposed professional district revisions would in no way bind the city council to an approval of a future rezoning request of the KI property to the professional district.

APPENDIX 6





3/18/2019

City of Mountain Brook Mail - Please postpone hearing!

City of Mountain Brook Mail - Request for the Postponement of Hearing - Proposed Amendment to Zoning Ordinance



Dana Hazen <hazend@mtnbrook.org>

**Please postpone hearing!**

1 message

Lisa Littlejohn <lisaljohn@aol.com>  
To: hazend@mtnbrook.org

Mon, Mar 18, 2019 at 12:47 PM

Sent from my iPhone

https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A1628366440214628331%7Cmsg-F%3A16283664402146... 1/1



Dana Hazen <hazend@mtnbrook.org>

**Request for the Postponement of Hearing - Proposed Amendment to the Zoning Ordinance**

1 message

Collins Wise <collinswise@hotmail.com> Mon, Mar 18, 2019 at 12:26 PM  
To: "hazend@mtnbrook.org" <hazend@mtnbrook.org>, "forbesj@mtnbrook.org" <forbesj@mtnbrook.org>, "gastons@mtnbrook.org" <gastons@mtnbrook.org>, "grahamt@mtnbrook.org" <grahamt@mtnbrook.org>, "reidt@mtnbrook.org" <reidt@mtnbrook.org>

City Council Members  
Mayor, City of Mountain Brook  
City Manager  
Planning Commission Members  
City Director of Planning, Building & Sustainability

**Subject: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District**

Dear City Leaders:

We, the residents of the Overton Village community, appreciate the opportunity to provide comments on the above referenced matter. However, the scheduled date of the hearing, March 25, 2019, is not feasible for our community and the general residents of the City of Mountain Brook because most of us will be on family Spring break, starting March 22<sup>nd</sup> - March 31, 2019. We will not be able to exercise our civic duties on this important ordinance change.

We respectfully request that the City Council considers postponing this hearing to the next regularly scheduled meeting of the City Council.

Please forward to the city leaders. Thank you in advance for your consideration.

Sincerely,

Joseph Wise  
Resident of Overton Village Neighborhood

APPENDIX 6

https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A162836284781347610%7Cmsg-F%3A16283650963596... 1/1

3/19/2019

City of Mountain Brook Mail - Please postpone hearing



Dana Hazen <hazend@mtnbrook.org>

**Please postpone hearing**

1 message

Ashley McMakin <ashley@ashleymacs.com>  
To: hazend@mtnbrook.org

Mon, Mar 18, 2019 at 4:36 PM

We respectfully request that the City Council considers postponing this hearing (currently scheduled for March 25th) to the next regularly scheduled meeting of the City Council.

Thank you!  
Ashley McMakin  
Overton Road resident

Sent from my iPhone

https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A1628380853766204993%7Cmsg-F%3A16283808537662... 1/1

3/19/2019

City of Mountain Brook Mail - Fwd: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Cha...



Dana Hazen <hazend@mtnbrook.org>

**Fwd: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District**

1 message

Tammy Reid <reidt@mtnbrook.org>  
To: Dana Hazen <hazend@mtnbrook.org>

Tue, Mar 19, 2019 at 8:02 AM

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

From: Cheryl Savage <savagecj@vestavia.k12.al.us>

Date: Tue, Mar 19, 2019 at 8:01 AM

Subject: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District  
To: <reidt@mtnbrook.org>, <gastons@mtn.org>

Dear Sirs:

I am requesting that the meeting that is scheduled for March 25, 2019 be rescheduled to a date when all of the residents affected will be able to attend. This is during Spring Break from the schools and it is not possible or convenient for most residents.

Thank you for your consideration.

Sincerely,

Cheryl J. Savage

Confidentiality Notice: This e-mail and any attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail, and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized. Unless otherwise stated, opinions expressed in this e-mail are those of the author and are not endorsed by Vestavia Hills City Schools.

Vestavia Hills City Schools (VHCS) does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Dr. Patrick Martin, Section 504/Title IX Coordinator at 1204 Montgomery Highway, 205-402-5100.

For further information on notice of non-discrimination, visit the Office for Civil Rights website for the address and phone number of the office that serves your area, or call 1-800-421-3461.

--  
Tammy Reid  
Administrative Analyst

City of Mountain Brook  
Planning, Building & Sustainability  
56 Church Street  
Mountain Brook, AL 35213  
(205) 802-3810

Excellence is not a skill. It is an attitude.

https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A162836993671863885%7Cmsg-F%3A1628439025339... 1/1



Dana Hazen <hazend@mtnbrook.org>

**Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District**

1 message

Gabriel Rezonzew <grezonzew@hotmail.com> Mon, Mar 18, 2019 at 1:43 PM  
To: "gastons@mtnbrook.org" <gastons@mtnbrook.org>, "reid@mtnbrook.org" <reid@mtnbrook.org>, "hazend@mtnbrook.org" <hazend@mtnbrook.org>

March 18, 2019

- City Council Members
- Mayor, City of Mountain Brook
- City Manager
- Planning Commission Members
- City Director of Planning, Building & Sustainability

**Subject: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District**

Dear City Leaders:

We, the residents of the Overton Village community, appreciate the opportunity to provide comments on the above referenced matter. However, the scheduled date of the hearing, March 25, 2019, is not feasible for our community and the general residents of the City of Mountain Brook because most of us will be on family Spring break, starting March 22<sup>nd</sup> - March 31, 2019. We will not be able to exercise our civic duties on this important ordinance change.

<https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A1628369993871863885%7Cmsg-F%3A16283699938718...> 1/2

We respectfully request that the City Council considers postponing this hearing to the next regularly scheduled meeting of the City Council.

Please forward to the addressees/city leaders. Thank you in advance for your consideration.

Sincerely,

Residents of Overton Village Neighborhood

APPENDIX 6

<https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A1628369993871863885%7Cmsg-F%3A16283699938718...> 2/2



Dana Hazen <hazend@mtnbrook.org>

**FW: March 25 meeting**

1 message

Sam Gaston <gastons@mtnbrook.org> Mon, Mar 18, 2019 at 4:27 PM  
To: Dana Hazen <hazend@mtnbrook.org>

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL, 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: janet anderson [mailto:janetaanderson@me.com]  
Sent: Monday, March 18, 2019 3:59 PM  
To: gastons@mtnbrook.org  
Subject: March 25 meeting

**Subject: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District**

We, the residents of the Overton Village community, appreciate the opportunity to provide comments on the above referenced matter. However, the scheduled date of the hearing, March 25, 2019, is not feasible for our community and the general residents of the City of Mountain Brook because most of us will be on family Spring break, starting March 22<sup>nd</sup> - March 31, 2019. We will not be able to exercise our civic duties on this important ordinance change.

We respectfully request that the City Council considers postponing this hearing to the next regularly scheduled meeting of the City Council.

Sent from my iPhone

<https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A1628380192610193939%7Cmsg-F%3A16283801926101...> 1/1



Dana Hazen <hazend@mtnbrook.org>

**Fwd: Postpone the March 25th meeting, please!**

1 message

Sam Gaston <gastons@mtnbrook.org> Mon, Mar 18, 2019 at 7:19 PM  
To: Dana Hazen <hazend@mtnbrook.org>

Sent from my iPhone  
Sam Gaston

Begin forwarded message:

From: Kathy Stanford <katharoc50@gmail.com>  
Date: March 18, 2019 at 6:56:57 PM CDT  
To: gastons@mtnbrook.org  
Subject: Postpone the March 25th meeting, please!

I ask that you postpone this meeting as I will be out of town.

Sent from my iPad

<https://mail.google.com/mail/u/0/?ik=eb0b35a52d&view=pt&search=all&permthid=thread-F%3A162839115366191219%7Cmsg-F%3A1628391153661...> 1/1



Dana Hazen <hazend@mtnbrook.org>

RE: Postponement  
1 message

Sam Gaston <sgastons@mtnbrook.org> Wed, Mar 20, 2019 at 9:12 AM  
To: Patti Grace <pmgrace0529@gmail.com>, Tammy Reid <reidt@mtnbrook.org>  
Cc: Farough, Raheel M <rfarough@usbmc.edu>, Dana Hazen <hazend@mtnbrook.org>

Thank you.

Sam S Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: Patti Grace [mailto:pmgrace0529@gmail.com]  
Sent: Wednesday, March 20, 2019 8:20 AM  
To: sgastons@mtnbrook.org; reidt@mtnbrook.org  
Cc: Farough, Raheel M  
Subject: Postponement

My husband and I are live on Crosby Drive contiguous with the proposed rezoning of the synagogue property. We will not be able to attend the meeting on 3/25 due to it being spring break. I am requesting that you please reschedule the rezoning meeting due to this conflict. I'm sure there are a number of other citizens of both cities, Vestavia Hills and Mountain Brook, who would not be able to attend on the 25th due to spring break.

Thank you.

Sincerely,  
Patti Grace  
3797 Crosby Drive  
205-451-3990

https://mail.google.com/mail/u/0/?ik=eb0b35a52&view=pt&search=all&permthid=thread-F%3A1628533946866803607%7Cmsg-F%3A16285340526402... 1/1



Dana Hazen <hazend@mtnbrook.org>

RE: March 25, 2019 Zoning Meeting  
1 message

Sam Gaston <sgastons@mtnbrook.org> Wed, Mar 20, 2019 at 11:01 AM  
To: Paul Yacko <pyacko1@gmail.com>  
Cc: Dana Hazen <hazend@mtnbrook.org>

Thank you.

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: Paul Yacko [mailto:pyacko1@gmail.com]  
Sent: Wednesday, March 20, 2019 10:58 AM  
To: sgastons@mtnbrook.org  
Subject: March 25, 2019 Zoning Meeting

We would much need this meeting to be move to a later date because of spring break.

Thank you for your help in this matter.

Paul Yacko

https://mail.google.com/mail/u/0/?ik=eb0b35a52&view=pt&search=all&permthid=thread-F%3A1628540877002836707%7Cmsg-F%3A16285408770028... 1/1

APPENDIX 6



Steve Boone <bboones@mtnbrook.org>

Fwd: Request for the Postponement of Hearing - Proposed Amendment to the Zoning Ordinance  
1 message

Dana Hazen <hazend@mtnbrook.org> Mon, Mar 18, 2019 at 12:26 PM  
To: Virginia Smith <wood967@aol.com>, Billy Pritchard <BillP@pm-j.com>, Alice Womack <alicewomack14@gmail.com>, Lloyd Shelton <ls@bopmail.com>, Phil Black <phil@sbarch.com>, Stewart Welch <stewart@welchgroup.com>, Whit Colvin <wcolvin@bishopcolvin.com>, Sam Gaston <sgastons@mtnbrook.org>, Steve Boone <bboones@mtnbrook.org>

FVI, and I have attached the corresponding materials which will be included in your council packet for March 25. Please let me know of any questions, thanks!

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

From: Farough, Raheel M <rfarough@usbmc.edu>  
Date: Mon, Mar 18, 2019 at 11:50 AM  
Subject: Request for the Postponement of Hearing - Proposed Amendment to the Zoning Ordinance  
To: sgastons@mtnbrook.org <sgastons@mtnbrook.org>, reidt@mtnbrook.org <reidt@mtnbrook.org>, Dana Hazen <hazend@mtnbrook.org>

Cc: ramages1@yahoo.com <ramages1@yahoo.com>, emartinsmith@hotmail.com <emartinsmith@hotmail.com>, deeghsam@gmail.com <deeghsam@gmail.com>, katherinemoak@hotmail.com <katherinemoak@hotmail.com>, kimsdesserts@aol.com <kimsdesserts@aol.com>, jpratt@aol.com <jpratt@aol.com>, skammerud@yahoo.com <skammerud@yahoo.com>, katie.roach.dudley@gmail.com <katie.roach.dudley@gmail.com>, raheelfarough@yahoo.com <raheelfarough@yahoo.com>, aik.palacios@yahoo.com <aik.palacios@yahoo.com>, khutcherson99@yahoo.com <khutcherson99@yahoo.com>, conradleeson@aol.com <conradleeson@aol.com>, corc7490@bellsouth.net <corc7490@bellsouth.net>, ginyibakken@gmail.com <ginyibakken@gmail.com>, caroline.harpole@gmail.com <caroline.harpole@gmail.com>, sdonna@hiwaay.net <sdonna@hiwaay.net>, elizabethanneronk@gmail.com <elizabethanneronk@gmail.com>, ElaineYeager05@gmail.com <ElaineYeager05@gmail.com>, kathyamarble@yahoo.com <kathyamarble@yahoo.com>, AlsonBryan1710@gmail.com <AlsonBryan1710@gmail.com>, lauracarlson@bellsouth.net <lauracarlson@bellsouth.net>, evie4219@yahoo.com <evie4219@yahoo.com>, shanapeagle@gmail.com <shanapeagle@gmail.com>, ashley@ashleymacs.com <ashley@ashleymacs.com>, virginia.volman@gmail.com <virginia.volman@gmail.com>, klyearout@aol.com <klyearout@aol.com>, abbybrown815@gmail.com <abbybrown815@gmail.com>, gracocoker1@gmail.com <gracocoker1@gmail.com>, bentley.sloan@gmail.com <bentley.sloan@gmail.com>, valucker@gmail.com <valucker@gmail.com>, morispw@gmail.com <morispw@gmail.com>, becca1@bellsouth.net <becca1@bellsouth.net>, marysusan@gmail.com <marysusan@gmail.com>, mbruberd@yahoo.com <mbruberd@yahoo.com>, saracottran@gmail.com <saracottran@gmail.com>, ericaccone@gmail.com <ericaccone@gmail.com>, pyacko1@gmail.com <pyacko1@gmail.com>, CollinsWise@hotmail.com <CollinsWise@hotmail.com>, chrystal.roesle@gmail.com <chrystal.roesle@gmail.com>, dsullivan24@gmail.com <dsullivan24@gmail.com>, lsmitlsull@gmail.com <lsmitlsull@gmail.com>, jaimie.erdberg@gmail.com <jaimie.erdberg@gmail.com>, marchmanS@gmail.com <marchmanS@gmail.com>, Davis, Jan <jdavis@usbmc.edu>, Bhatia, Ravi <rbbhatia@usbmc.edu>, Jaimie Erdberg <jaimie@333lawyers.com>, Mark Erberg <mark@333lawyers.com>, Wronidez@gmail.com <Wronidez@gmail.com>, MBStein@bellsouth.net <MBStein@bellsouth.net>, JinoPPP@gmail.com <JinoPPP@gmail.com>, MaryFinn@gmail.com <MaryFinn@gmail.com>, PMGrace0529@gmail.com <PMGrace0529@gmail.com>, Alfred.Kirkpatrick@icloud.com <Alfred.Kirkpatrick@icloud.com>, maria.S.Ncaloso@gmail.com <maria.S.Ncaloso@gmail.com>, Mubered@yahoo.com <Mubered@yahoo.com>, mmanary1972@gmail.com <mmanary1972@gmail.com>, SavageCJ@vestavia.k12.al.us <SavageCJ@vestavia.k12.al.us>, JulyVM@gmail.com <JulyVM@gmail.com>, HarveyTorman@gmail.com <HarveyTorman@gmail.com>, Kkbornfree75@gmail.com <Kkbornfree75@gmail.com>, Sreenan, Catherine M <csreenan@uab.edu>, WBmoore1@gmail.com <WBmoore1@gmail.com>, JanetAAnderson@ME.com <JanetAAnderson@ME.com>, BillMoates@mindspring.com <BillMoates@mindspring.com>, Ornancholefrances@gmail.com <Ornancholefrances@gmail.com>, becky.Bell49@gmail.com <becky.Bell49@gmail.com>, Lindsd1111@gmail.com <Lindsd1111@gmail.com>, Swallon.mai@gmail.com <Swallon.mai@gmail.com>, Starsell@aol.com <Starsell@aol.com>, Drewwright9@gmail.com <Drewwright9@gmail.com>, Gthomas@teksystems.com <Gthomas@teksystems.com>, Brenda0808@icloud.com <Brenda0808@icloud.com>, LisaSloan@aol.com <LisaSloan@aol.com>, LNKing4@aol.com <LNKing4@aol.com>, Jolainew@yahoo.com <Jolainew@yahoo.com>, Conrad Kussner <conradleeson@yahoo.com>, Hunter Craig <hcrag@hchlandassoc.com>, jpsider79@hotmail.com <jpsider79@hotmail.com>, Zach Peagler <zach@zplaw.com>

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Amc@fountainrow.com <Amc@fountainrow.com>, mhumber001@hotmail.com <mhumber001@hotmail.com>, briggs.shreve@protective.com <briggs.shreve@protective.com>, jnbrakefield@bellsouth.net <jnbrakefield@bellsouth.net>, flyshop@earthlink.net <flyshop@earthlink.net>, deagrisham@gmail.com <deagrisham@gmail.com>, kalfharoo50@gmail.com <kalfharoo50@gmail.com>, cbjones69@gmail.com <cbjones69@gmail.com>, Rmlambert@aol.com <Rmlambert@aol.com>, DonManuel1231@gmail.com <DonManuel1231@gmail.com>, FloydBerman@hotmail.com <FloydBerman@hotmail.com>, BrierForest@MSN.com <BrierForest@MSN.com>, Martkin@mindspring.com <Martkin@mindspring.com>, Fred Diggle <reddiggle@gmail.com>, grezonzew@hotmail.com <grezonzew@hotmail.com>, Hafiz Chandiwala <HChandiwala@ccbu.com>

March 18, 2019

- City Council Members
- Mayor, City of Mountain Brook
- City Manager
- Planning Commission Members
- City Director of Planning, Building & Sustainability

Subject: Request for the Postponement of Public Hearing and Consideration of Proposed Amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District

Dear City Leaders:

We, the residents of the Overton Village community, appreciate the opportunity to provide comments on the above referenced matter. However, the scheduled date of the hearing, March 25, 2019, is not feasible for our community and the general residents of the City of Mountain Brook because most of us will be on family Spring break, starting March 22<sup>nd</sup> - March 31, 2019. We will not be able to exercise our civic duties on this important ordinance change.

We respectfully request that the City Council considers postponing this hearing to the next regularly scheduled meeting of the City Council.

Please forward to the addressees/city leaders. Thank you in advance for your consideration.

Sincerely,

Residents of Overton Village Neighborhood

https://mail.google.com/mail/u/0/?ik=16871161&ui=2&as=pt&search=all&permthid=thread-F%3A162835597441616006%7Cmsg-F%3A1628360073411 2/3

**Raheel M. Farough**  
 Managed Care & Venture Support  
 UAB Health System  
 500 22nd Street South, Suite 506  
 Birmingham, AL 35233  
 phone: (205) 934-6230  
 cell: (205) 520-8726  
 fax: (205) 975-7888  
 rfarough@uabmc.edu  
 www.health.uab.edu

**Dana O. Hazen, MPA, AICP**  
 Director of Planning, Building & Sustainability

205/802-3816 phone  
 205/879-6913 fax  
 City of Mountain Brook  
 56 Church Street  
 Mountain Brook, AL 35213

City Council Packet Materials - Prof District Amendment - 20190325.pdf  
 1618K

Mount Brook 20190325 1618K

**ORDINANCE NO. 2044**

**AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby adding Section 129-50, and amending Sections 129-151 and 129-153 as follows:

**Section 1.**

**"ARTICLE X. - PROFESSIONAL DISTRICT**

**Sec. 129-150. - Intent and purpose.**

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

**Sec. 129-151. - Permitted uses.**

(a) The uses permitted in Professional Districts shall be as follows:

- (1) Professional offices
- (2) Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) Conditions on Permitted Uses. All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the City Council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be reviewed as to the following.

- i. Whether the use would disparately impact public parking in the area;
- ii. Whether vehicular or pedestrian circulation would be adversely impacted by the use;
- iii. Whether the use would adversely impact surrounding existing uses;
- iv. Whether the hours of operation or peak traffic times would adversely impact the surrounding properties and public streets.
- v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
- vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) Any use established and permitted by right in the Professional District prior to March 25, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the City Council per subsection (b) of this section.

(d) A Professional Office use established on or after March 25, 2019 and permitted after City

APPENDIX 6

Council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are non-material changes for the proposed professional use utilizing the criteria for review outlined in subsection (b). In the absence of such a determination, City Council review of the replacement use shall be required under subsection (b).

**Sec. 129-153. - Additional requirements and provisions.**

- (a) Service yards. On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least six feet, but no more than eight feet, in height, and designed and constructed to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least six feet, but not more than eight feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
- (b) Building setbacks. Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater."

- 2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
- 3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
- 4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

**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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 25th day of March, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 26, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
 Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road  
 Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
 City Clerk

NOTICE OF PUBLIC HEARING  
PROPOSED AMENDMENTS TO THE ZONING  
ORDINANCE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, March 25, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider proposed amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District, a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby adding Section 129-30, and amending Sections 129-151 and 129-153 as follows:

Section 1.

ARTICLE X. - PROFESSIONAL DISTRICT

Sec. 129-150. - Intent and purpose.

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

Sec. 129-151. - Permitted uses.

(a) The uses permitted in Professional Districts shall be as follows:

- (1) Professional offices
- (2) Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) Conditions on Permitted Uses. All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the City Council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be reviewed as to the following:

- i. Whether the use would disparately impact public parking in the area;
- ii. Whether vehicular or pedestrian circulation would be adversely impacted by the use;

- iii. Whether the use would adversely impact surrounding existing uses;
- iv. Whether the hours of operation or peak traffic times would adversely impact the surrounding properties and public streets.
- v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
- vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) Any use established and permitted by right in the Professional District prior to March 25, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the City Council per subsection (b) of this section.

(d) A Professional Office use established on or after March 25, 2019 and permitted after City Council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are non-material changes for the proposed professional use utilizing the criteria for review outlined in subsection (b). In the absence of such a determination, City Council review of the replacement use shall be required under subsection (b.)

Sec. 129-153. - Additional requirements and provisions.

(a) Service yards. On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least six feet, but no more than eight feet, in height, and designed and constructed to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least six feet, but not more than eight feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.

(b) Building setbacks. Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater."

2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

APPENDIX 6

3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

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

For questions concerning the proposed zoning amendment, please contact:

Dana Hazen, AICP, MPA  
Director of Planning, Building & Sustainability  
205/802-3816  
[hazend@mtnbrook.org](mailto:hazend@mtnbrook.org)

CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed amendment to the zoning ordinance and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 12-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street  
Gilchrist Pharmacy, 2850 Cahaba Road  
Cahaba River Walk, 3503 Overton Road  
Overton Park, 3020 Overton Road

*Tammy Reid*  
Tammy Reid, Administrative Analyst

3-7-19  
a

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