The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 24th day of June, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: William S. Pritchard III, Council President Pro Tempore

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Presentation by MAX on proposed fiscal year 2020 service to the City—Frank Martin, Interim Executive Director, Glen Dickerson, Director of Finance and Josh Johnson Director of Planning (Appendix 1.)

2. Beech Circle residents to address the City Council regarding ownership of the proposed gate on their street (Appendix 2).

The members of the City Council expressed their agreement that a limited liability corporation (LLC) will be acceptable as opposed to a homeowners’ association and instructed the City Attorney to work with the neighborhoods’ representative to draft an agreement. In summary, the terms of the agreement will be that the neighborhood will reimburse the City for the cost of the gate and any ancillary components (e.g., security cameras). The City shall own and maintain the gate and include it in its property and liability insurance program. Maintenance costs shall be invoiced to the neighborhood LLC to reimburse the City.

3. Cherokee Bend plaque options—Ronnie Vaughn and Sam Gaston (Motion No. 2019-091 was added to the 7 p.m. agenda.)

4. Green Initiative study and references—Ronnie Vaughn, Shanda Williams and Sam Gaston, Appendix 3 (Motion No. 2019-092 was added to the 7 p.m. agenda.)

5. Lochrane Smith to address the City Council on her concerns about the proposed sidewalks on Pine Ridge Road (Appendix 4).

James Harris, Jr. of 3151 Pine Ridge Road and Ms. Smith expressed concern that they were not notified of the planned sidewalk installation. They do not want the sidewalk citing 1) safety concerns (too close to the thoroughfare, and increased threat of break-ins), 2) too disruptive (loss of trees, shrubs and other details installed by residents in the right-of-way), and 3) poor use of resources (imprudent to construct a sidewalk that they feel will not be sufficiently utilized).

Alicia Baily with Sain Associates:
• This sidewalk segment received considerable support and positive feedback from residents during the public involvement meeting.
• The project is in the early design phase and while the location has not been determined early indications are that the sidewalk will be on the west side as it is considered to be the least challenging from a construction perspective.
• There will be other public involvement meetings in the future (likely fall of 2019) as more information becomes available.
• The right-of-way will be re-landscaped during the project. Residents will only be responsible for personal assets (e.g., irrigation, dog fences, etc.) located in the right-of-way.

Residents in attendance who expressed their support for the sidewalk included: Patsy Dreher 513 Pine Ridge Trail and Patrick Carlton of 3514 Pine Ridge Road.

6. Review of the matters to be considered at the formal (7 p.m.) meeting

2. RECOGNITION OF GUEST

President Smith recognized Boy Scout Ed Wells from Troop 53.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 7:30 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 June 24, 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.

[Signature]

City Clerk
BJCTA
THE STATE OF THE AUTHORITY
A FINANCIAL OVERVIEW
2019

Mountain Brook
June 24, 2019

AGENDA

Enabling Legislation Review
Fiscal Year 2020/2021 Budget Calendar
Annual Rate Development and Budget Process
Fiscal Year 2019 Miscalculation Rate Per Service Hour - $53.19 vs $82.36
Financial Overview For Past 10 Years
Mountain Brook Current & Proposed Service Plan 2020
Going Forward – The Plan
## ENABLING LEGISLATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 24</td>
<td>Annual amnt to be paid to BICTA by Jefferson Co.</td>
<td>1. Determine the ad valorem taxes collected for the county within the city limits of each municipality served by BICTA. 2. County shall pay 5.5% of the 1st $18,181,819 of taxes from 1 above, plus 2.5% of the taxes in excess of $18,181,819. 3. County shall determine the number of residents of the county residing in unincorporated areas having access (reasonable walking distance) to BICTA services. County shall pay BICTA from its general fund, $1.00 per capita (per person) of the residents served.</td>
</tr>
<tr>
<td>Section 25</td>
<td>Annual amnt to be paid to BICTA by Town</td>
<td>1. Determine the ad valorem tax collected by the county within the city limits of Birmingham. 2. Pay BICTA 19% of the amount determined in step 1 above.</td>
</tr>
<tr>
<td>Section 26</td>
<td>Request for transit service by municipalities (Minor I')</td>
<td>1. Municipalities shall file a written request for service setting forth the routes and frequency of service requested.</td>
</tr>
<tr>
<td>Section 27</td>
<td>BICTA Annual Budget (May 25)</td>
<td>1. Submit a written budget to the county and each municipality that requested service in Section 26 above. 2. Budget (for the forthcoming FY) shall set forth the number of hours of operation and anticipated cost per hour, exclusive of fare box revenues, federal operating subsidies, ad valorem and other taxes pursuant to Sections 24 and 25 above. 3. Municipalities that request service that requires vehicles to travel through areas not served by BICTA, are responsible for the operating time from the last scheduled stop until the vehicles reach the city limits of the requesting municipality. 4. The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget.</td>
</tr>
</tbody>
</table>

## ENABLING LEGISLATION (continued)

<table>
<thead>
<tr>
<th>Sections</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 27</td>
<td>Budget Review (May 15th)</td>
<td>1. The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget and, by written request, reduce the budget in any area it deems to be excessive.</td>
</tr>
<tr>
<td>Section 28</td>
<td>Certify Routes (June 1st)</td>
<td>1. Each municipality shall certify in writing to BICTA the routes to be operated during the forthcoming FY and agree to make payments to BICTA as provided in Section 9 below. The routes are subject to equipment availability.</td>
</tr>
<tr>
<td>Section 29</td>
<td>Cost Allocation</td>
<td>1. All of the municipalities served may be certified by BICTA, agree to allocate costs of operation by any such route on a basis different than provided herein.</td>
</tr>
<tr>
<td>Section 30</td>
<td>Annual Amount to be Paid by Municipalities (May 1st)</td>
<td>1. Annual amount to be paid to BICTA by each municipality is to be ascertained by multiplying the hours of operation based on the routes certified in Section 28, by the cost per hour as set forth in Section 27.3 above.</td>
</tr>
<tr>
<td>Section 32</td>
<td>Payments</td>
<td>1. The required payments shall be made on a monthly basis or such other payment schedule as the County, Birmingham or municipality shall agree to with BICTA.</td>
</tr>
<tr>
<td>Section 33</td>
<td>Audit</td>
<td>1. The County, Birmingham and each participating municipality shall have the right to audit, at its own expense, the records of BICTA.</td>
</tr>
</tbody>
</table>
**BUDGET CALENDAR**

<table>
<thead>
<tr>
<th>DATE</th>
<th>DEADLINE</th>
<th>AL CODE(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCTOBER 1st</td>
<td>Start of Fiscal Year</td>
<td></td>
</tr>
<tr>
<td>OCTOBER 30th</td>
<td>Deadline to furnish a copy of the annual audit to the CPA – Within 30 days of FY close</td>
<td>11-32-18</td>
</tr>
<tr>
<td>DECEMBER 30th</td>
<td>Deadline to furnish a copy of the annual audit to participating municipalities – Within 90 days of FY close</td>
<td>11-32-18</td>
</tr>
<tr>
<td>MARCH 1st (7th month)</td>
<td>Participating municipalities deadline to file a request for service</td>
<td>11-32-26</td>
</tr>
<tr>
<td>MAY 1st (5th month)</td>
<td>BJCTA's deadline to submit a written budget for the new FY to each municipality</td>
<td>11-32-27</td>
</tr>
<tr>
<td>MAY 15th (6th month)</td>
<td>City of B'ham's deadline to provide written notice to reduce the budget in any area</td>
<td>11-32-28</td>
</tr>
<tr>
<td>JUNE 1st (4th month)</td>
<td>Deadline for municipalities to certify in writing to BJCTA the routes for the new FY &amp; deadline for payments provided by ALA, Code § 11-32-29</td>
<td></td>
</tr>
<tr>
<td>SEPTEMBER 15th</td>
<td>Deadline for BJCTA to certify to the tax collector the amount to be paid to the authority by each municipality</td>
<td>11-32-30</td>
</tr>
<tr>
<td>SEPTEMBER 30th</td>
<td>End of Fiscal Year</td>
<td></td>
</tr>
</tbody>
</table>

(continued)
BUDGETARY PROCESS TIMELINE

FINANCIAL UPDATE
HISTORICAL ANALYSIS
BJCTA
Revenues (Sources) & Expenditures (Uses)

$50,000,000
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0

$5.3M Other Revenue Funding
$2.2M Operating Expenses
$2.8M Capital Expenditures
$12.0M Municipal Funding
$16.2M Federal Grants
$18.5M Pass-Through Tax
$20.6M Rental Income
$23.5M Interstate Toll
$49.0M Other

BJCTA
Operating Revenues and Expenses


$52,000,000  $50,000,000  $48,000,000  $46,000,000  $44,000,000  $42,000,000  $40,000,000  $38,000,000  $36,000,000  $34,000,000

BJCTA has sustained operating losses since FY16. Based on charging rates lower than the service cost provided, we should also anticipate operating losses for FY18 and FY19.

Cumulative deficits over the 10 years period 2008 to 2017 total $13.2 million, of which $10.1 million occurred since 2014.
For at least 3 consecutive years, BJICTA has provided services to B'ham in excess of the level funded by the City. According to the FY17 audit report, BJICTA wrote off a receivable of $4.8M from B'ham.
BIRMINGHAM-JEFFERSON COUNTY TRANSPORT AUTHORITY
Fiscal Year 2019 Rate Computation
Original Computation Compared to Revised Computation
($000 Omitted)

<table>
<thead>
<tr>
<th>Description</th>
<th>Orig. 2019 Rate Base</th>
<th>Cor. 2019 Rate Base</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating expenditures</td>
<td>36,530</td>
<td>36,528</td>
<td>-</td>
</tr>
<tr>
<td>Capital expenditures (local funded)</td>
<td>8,546</td>
<td>2,147</td>
<td>-1,399</td>
</tr>
<tr>
<td>Capital expenditures (federal funded)</td>
<td>7,517</td>
<td>7,517</td>
<td>0</td>
</tr>
<tr>
<td>Total projected costs</td>
<td>42,593</td>
<td>46,186</td>
<td>-3,593</td>
</tr>
<tr>
<td>Revenues</td>
<td>2,909</td>
<td>2,937</td>
<td>28</td>
</tr>
<tr>
<td>Federal grant revenues (for operations)</td>
<td>14,174</td>
<td>16,330</td>
<td>7,156</td>
</tr>
<tr>
<td>Federal grant revenues (for capital)</td>
<td>7,817</td>
<td>7,817</td>
<td>0</td>
</tr>
<tr>
<td>Local grant revenues</td>
<td>6,088</td>
<td>6,040</td>
<td>-48</td>
</tr>
<tr>
<td>Jefferson County tax revenue</td>
<td>4,000</td>
<td>4,000</td>
<td>0</td>
</tr>
<tr>
<td>Rental Income</td>
<td>144</td>
<td>144</td>
<td>0</td>
</tr>
<tr>
<td>Other Operating</td>
<td>257</td>
<td>344</td>
<td>87</td>
</tr>
<tr>
<td>Total projected revenues</td>
<td>28,104</td>
<td>27,689</td>
<td>415</td>
</tr>
<tr>
<td>Operating costs</td>
<td>(17,410)</td>
<td>(17,410)</td>
<td>0</td>
</tr>
<tr>
<td>Operating cost ratio</td>
<td>200%</td>
<td>200%</td>
<td>0</td>
</tr>
<tr>
<td>Rate to cover costs based on 230/212 hours</td>
<td>53.97</td>
<td>52.36</td>
<td>1.61</td>
</tr>
</tbody>
</table>

By omitting the appropriate balance of capital expenditures, total projected costs were understated, resulting in a much lower rate.

Because of charging a lower rate, we will not recover $6.5M in operating costs in FY29.

BIRMINGHAM-JEFFERSON COUNTY TRANSPORT AUTHORITY
History of Federal Funds Received
($000 Omitted)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Federal Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>8,069</td>
<td>6,404</td>
<td>6,591</td>
<td>6,294</td>
<td>5,743</td>
<td>5,710</td>
<td>6,000</td>
<td>6,109</td>
<td>8,746</td>
<td>7,602</td>
</tr>
<tr>
<td>Pass-Through</td>
<td>1,304</td>
<td>1,409</td>
<td>3,635</td>
<td>4,127</td>
<td>3,536</td>
<td>3,109</td>
<td>3,237</td>
<td>4,314</td>
<td>4,302</td>
<td>4,479</td>
</tr>
<tr>
<td>Capital</td>
<td>476</td>
<td>38</td>
<td>446</td>
<td>6,970</td>
<td>99</td>
<td>-</td>
<td>5,373</td>
<td>29</td>
<td>297</td>
<td>6,762</td>
</tr>
<tr>
<td>Total</td>
<td>9,849</td>
<td>7,852</td>
<td>10,672</td>
<td>17,391</td>
<td>9,378</td>
<td>8,820</td>
<td>14,611</td>
<td>10,452</td>
<td>13,345</td>
<td>18,843</td>
</tr>
</tbody>
</table>

Note that over the past 10 years, at no time has BJCTA received close to $14M to cover operating expenses.

In general, the years with higher federal funded amounts usually represent years where federal funds were provided to cover pass-through expenses and/or capital expenditures for vehicles.
FY 2020
Proposed Service Plan
City of Mountain Brook

CURRENTLY SERVICING
THE FOLLOWING LOCATIONS

- Mountain Brook Village
- English Village
- Lane Park Development
- Overton Village
- Cherokee Bend, Hermitage and Cahaba
43 Zoo

Riders per Revenue Hour in Mountain Brook: 2.4

Municipality
- Birmingham
- Mountain Brook

max

J:\Minutes & Agendas\Council\2019\20190624 Minutes.doc
June 24, 2019
44 Montclair

Hours for Birmingham FY19:
8,822,23

44 Montclair

Riders per Revenue Hour in Mountain Brook: 1,86

19

APPENDIX 1
**POTENTIAL SERVICE ENHANCEMENTS**

- Steel Line
- Iron Line
- Microtransit

**MAGIC CITY CONNECTOR – Steel Line**

Expanded in June to Downtown Homewood.

**Monday-Friday**
15 minute headways from 7AM – 6PM
30 minute headways from 6PM – 10PM

**Saturday**
30 minute headways from 10AM-10PM

**SERVING**
- Uptown and BJCC
- Central Business District
- Midtown
- UAB
- 5 Points South
- Vulcan and Rosedale Community
- Downtown Homewood
MAGIC CITY CONNECTOR – Iron Line
Replaces the Route 43 – Zoo

SERVING
- Downtown Homewood
- Mountain Brook Village
- Lane Park
- Botanical Gardens
- English Village
- Montclair Rd.
- Crestline Village
- Birmingham Zoo
WHAT IS MICROTRANSIT?

- Service directly from Central Station
- Provides more flexibility than fixed-route service.
- Vehicle size commensurate with ridership.
- Decreased travel-time.
- Utilizes smart phone and on-demand booking.
- Consolidation of fixed-route service and reducing hours.
GOING FORWARD – THE PLAN

<table>
<thead>
<tr>
<th>DATES</th>
<th>EVENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 19, 2019</td>
<td>Board Briefing</td>
</tr>
<tr>
<td>June 20 – July 12</td>
<td>Meet with Municipalities &amp; Elected Officials</td>
</tr>
<tr>
<td>June 20, 2019</td>
<td>Bessemer</td>
</tr>
<tr>
<td>June 24, 2019</td>
<td>Mountain Brook</td>
</tr>
<tr>
<td>July 18, 2019</td>
<td>BJCTA Committee Meeting Budget Update</td>
</tr>
<tr>
<td>July 19-31, 2019</td>
<td>Public Hearings</td>
</tr>
<tr>
<td>August 14, 2019</td>
<td>Present Final Budget</td>
</tr>
<tr>
<td>August 28th or TBD</td>
<td>Budget Approval</td>
</tr>
<tr>
<td>October 1, 2019</td>
<td>Service Modifications Effective Date</td>
</tr>
</tbody>
</table>

Participating Municipalities
Bessemer
Birmingham
Center Point
Homewood
Hoover
Midfield
Mountain Brook
Tarrant
Vestavia
Jefferson County
Alabaster
Birmingham
Fairfield
Forestdale
Jefferson County
Lipscomb

Questions & Answers
Thank You!
Beach Circle Raceway. June 24, Pre-Meeting Discussion

1. Beach Circle was originally opened (early 1940's) to one was this traffic for easier access to Baptist Memorial Hospital. It has now been closed for 4 years.
2. The hospital closure was followed by the construction of Hispanic and Park-Avenues which directly connect to Beach Circle. This drastically changed bus heavy traffic volume, speed and drivers, and illegal one-way violations.
3. GPS phone numbers available to any Beach Code for areas from Mountain Brook to Mountain as well as direct drivers into Mountain Brook through the YWAM WAY (Especially ride sharing services of the area) and delivery drivers of all types.

Note the chief concern is that someone's child will eventually be seriously injured or killed. From a safety perspective, the next 5-10 incidents are too numerous to not take such action seriously. The benefit of this effort is the safety of MB residents.

Past Efforts:
- Repeat past efforts to close Beach Circle spanning over 15 years were not completed due to prohibitively high costs for residents asked to raise. These costs ranged from $10,000 to $100,000 per mile across all stakeholders supporting the closure.
- We assume these improvements would be paid for by MB residents but owned by the city.

2018 Emergency Beach Activated Gate
1. The installation of a new activated gate to maintain emergency vehicles turn around access has been approved by both Mountain Brook and Birmingham fire departments.
2. MB residents have committed to funding both the installation ($32,000) and annual maintenance ($1,000) of the gate.

Emergency Gate Ownership Options:
1. City of Mountain Brook
2. Residents of Mountain Brook

Questions:
1. Insurance - Gate covered under city insurance policy or question whether MB residents to obtain insurance policy for structure on city property. (Plus the issue of meeting an LLC to hold ownership, bank accounts, tax filings etc. will be a legal burden for MB residents. An LLC is not an option due to legal requirements being placed on separate personal homesteads)
2. Liability - City immunity and capped damages vs. MB residents without same protections. (In principle we don’t want to annually buy insurance for limited protection)
3. In all the past plans for construction of a new cul-de-sac or hammer-head turnaround, who would have owned these improvements?

Our Request: If the area residents agree to allow the money needed to pay for (and maintain the gate), will the city agree to own the gate? If the future gate is not maintained to city standards, it is free to remove.

Sam Gaston

From: Steve Stone
Sent: Tuesday, June 9, 2019 9:40 PM
To: Phillips, Cole
Cc: Bart Bauman, Randall Pitts, Sam Gaston; Ronnie Vaughn, Volt Gulfin, Christopher Muir, Todd Cook
Subject: Re: Draft Agreement - Beach Circle

Cash, here are my quick thoughts about your last message.

In the past, the group’s request to close Beach Circle to southbound traffic into the City of Birmingham (or unauthorized northbound traffic from Birmingham into Mt. Brook) has proved problematic. That is based on the fact that, if Beach Circle were closed (or restricted in the City of Mt. Brook), Mr. Brook Public Safety vehicles must continue to service all hours along the street, but would not have a point at which to turn around. It is a common sense view of this as would allow public safety vehicles the option to pass through the gate going either direction after acquiring their flags. The installation of this type gate - plus the City of Mt. Brook passing an Ordinance that would prohibit southbound traffic. Beach Circle except for local traffic (extending public safety vehicles) - appears to be the best idea yet to address the "lumbered problem."

New it appears you have enough group members who will contribute to the expense of buying and installing the gate. If the City Council decides that the citizens group (who will benefit from the gate and vote if it is installed) should have the future maintenance responsibility for the gate, I question whether or how your group could perform this responsibility without an organization that could raise funds for maintenance. For this reason, I have previously suggested that your group might form a "single purpose HOA." One of the advantages of such is HOA is that your group would have a structure in place whereby it could acquire its members (own members or their successors in title who later own the land) to pay amounts assessed by the HOA for maintenance needs arise. That is, these HOA obligations would "run with the land" to its members. This may sound complicated, but HOA are pretty common in the real estate world when different persons have the same interest.

Thank you for discussing the HOA concept with your lawyer. After that meeting, you indicated the group is concerned that, if an HOA were formed, its Board members might be personally liable for its operation. As with any organization, Board members are responsible for holding meetings, calling elections of officers and taking other administrative actions pertaining to the operation of that organization. Further, any officer or Board member of an organization (regardless of its type) has an obligation to act in the interest of that organization; there is nothing different about those responsibilities in an HOA setting versus other types of organizations. It is not known if you are familiar with or discussed the subject of "Director's Liability Insurance" with your attorney. Persons who serve as Board members or other officers often have the same concern you have expressed about their personal liability related to their service. Indeed, to address these issues, it is common for corporations and other organizations to buy this type of insurance (at the expense of the organization) that will cover their Directors from the risk of claims arising from management decisions that they make in the exercise of their reasonable discretion. I would not think that the expense of Director's liability insurance would be high for a single purpose HOA, and perhaps the availability of this insurance could assuage some of the "liability concern" the group now has.

Steve

From: Phillips, Cole [mailto:BishopofBirmingham@comcast.com]
Sent: Wednesday, June 25, 2019 10:49 AM
To: Steve Stone
Cc: Bart Bauman, Randall Pitts

Thanks Steve, I am traveling this week but will be back on Thu so we will follow up with an update. Briefly though, we had already spoken with real estate lawyers on the HOA idea and we did that because that prompted our concerns. We were told board members can be held personally liable and we should avoid any instrument that would encourage or be attached to personal homesteads. In short, such arrangements could be very messy. That said, we will speak further with all the stakeholders and follow up.

Catholic Phillips
Bishop of Birmingham, LLC
205.447.1554

On May 21, 2019, at 5:40 PM, Steve Stone wrote:

Can, thanks for your email. I know someone is trying to figure out how to get this done.

I understand what you said was at the May 21 Council meeting that the citizen organization talk to be formed and enter the "Agreement" with the City was going to be signed, it now, and fully maintain the gate; I consider maintenance also includes insuring it for liability and replacement purposes. It appears to me from your 5/21/19 email that individuals in your group may be now concerned about this approach because they perceive the their might have personal liability with it.

I do not know if you or others in the group have a chance to talk to a real estate lawyer about forming a HOA I recently suggested that, and have a name of a lawyer who is familiar with formation and operation of them. If you don't already have an attorney. I previously suggested this might be the structure your group needs to the HOA would buy, install, own, and maintain (including insurance) the gate. Also, with an HOA, your group would have an organization in place that could fund future operational costs related to the gate as funding responsibilities would run with the land-owned by its members (and not dependent on community members personally having to gain community consensus). I cannot be your group’s lawyer and also represent the City, but I also understand that, you to verifying these matters with your group’s own lawyer, no individual of the group would have personal liability for operation or maintenance of the gate if the group formed an HOA.

I understand that Sam is going to again include this matter as an item for discussion at an upcoming City Council Meeting agenda.

Steve Stone
1500 First Avenue North
Birmingham, Alabama 35203
Phone: (205) 355-3881
Fax: (205) 354-9587
Email: steve@shepherd.com

From: Phillips, Cole [mailto:BishopofBirmingham@comcast.com]
Sent: Wednesday, June 25, 2019 1:49 PM
To: Steve Stone; Bart Bauman; Randall Pitts

Subject: Re: Draft Agreement - Beach Circle

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of all or part of the transmitted information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by responding to this transmission. Thank you.
Minute Book 90

Sam Gaston

From: Sam Gaston
Sent: May 30, 2019 8:12 AM
Subject: Fire Draft Agreement - Beacon Circle

Sam S. Gaston
City Manager
City of Mountain Brook, Al
10 Church Street
P.O. Box 10000
Mountain Brook AL 35223
(205) 801-3233 Phone
(205) 801-5677 Fax

From: Phillips, Caleb [mailto:CPhillips@braefieldgorage.com]
To: Steve Sine, Bair Badham, Randall Pitts
Cc: Sam Gaston, Ronnie Vaughn, White Colin
Subject: R: Draft Agreement - Beacon Circle

Steve,

First off, I want to say thank you for all the efforts of your office and the city on our behalf, it is greatly appreciated. We have invested significant effort into this project over the years and for the first time there seems to be a workable solution that will satisfy all the stakeholders. Now the only question is, how do we get there?

As far as an HOA delivery model, the major hurdle at this point is the personal liability of the families who have pledged money for this project. This part of Crestview is not a subdivision or planned development, so the families donating money would then be asked to accept personal responsibility on their personal homes and families for a structure on their property. We believe this is a risk that the city would want immunity and limited liability from but offers no such protection for private citizens. As these families cannot afford to accept the legal risk of defending themselves against helpless plaintiffs like a city could, it seems a more appropriate for the city to ultimately own the gate.

Given this, we would like to ask you to consider the following alternative delivery model: In short, this project would be viewed by any other city infrastructure that Mountain Brook residents raise funding for such as new playground equipment, benches, facades, or city signage.

- Capital Costs and Annual Maintenance
  1. Residents would form organization responsible for raising the total $12,000 capital costs needed for initiation.
  2. Also raise an amount equal to the $3,000 annual maintenance for 10 years or $30,000.
  3. This organization would then enter into an agreement with the city to install and maintain the gate.
  4. In return, we would ask that the city include in the agreement that as long as the gate is maintained, the city agrees to leave it in operation.

- Ownership: The gate would pass all city inspections, the city would maintain ownership of the gate, giving the city the adequate control over insurance and liability coverage. It would reduce the need for convoluted easement agreements, and protect the Mountain Brook residents donating the funding from undue litigation risks.

--- Original Message ---
From: Phillips, Caleb [mailto:CPhillips@braefieldgorage.com]
To: Steve Sine, May 29, 2019 9:49 AM
Cc: Steve Sine, Bair Badham, Randall Pitts

Hi Steve, are there any times next week good for you? I was going to call Sam’s office to set up a time for us all to get together. Thanks!

Caleb Philips
BRAEFIELD & GORRIE, L.L.C
CPhillips@braefieldgorage.com
D: 205.714.1611 M: 205.447.5464
braefieldgorage.com

--- Original Message ---
From: Steve Sine <ssine@braefieldgorage.com>
To: Sam Gaston, Christopher Mullins, Bair Badham, Randall Pitts, Christopher Mullins
Subject: R: Draft Agreement - Beacon Circle

Sam and Blair were not at the last City Council meeting. My colleague was not but he has asked me to help on the Agreement between the City and the Citizen Organization. I need some preliminary information before I can start on that.

Has the Citizen Organization been legally formed? If so, what is it's name?

Also, I saw a recent email about the subject of insurance regarding the gate, which will be a requirement in the Agreement. Has the Citizen Organization resolved the matter with its insurer regarding insurance, and will it be able to secure coverage regarding damage to and claims regarding operation of the gate?

Finally, I understand that Fire Chief Mullins is still working with his counterpart at the City of Birmingham on the first responder agreement needed with them that arises from going the road.

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I spoke to Jon Erwin from Southampton.

This is a summary of our conversation:

They have been using it for 2 years and really like it. He was skeptical at first because other times they have tried it, it failed. When they started out, they bought a string trimmer from each vendor to try and experience on their own. They chose a McCulloch Green Zero turn mower and everything else is DeWalt. Everything else consists of string trimmers, blowers, chippers, pole saws, and hedge shears. He said the DeWalt equipment worked better. They do not have a separate battery. He also said he was impressed with equipment from Rover/House Depot. It felt it was weaker and they just labeled it commercial. Keeping all the small equipment with the same brand is good because it uses the same battery. He said the chainsaw is in small limbs and they don’t use it for cutting down whole trees. The mower is good except for using on large amounts of wet leaves. They have an enclosed trailer that is set up with charging stations for the batteries and they plug the trailer up to an outlet each night. This is how they do everything together when they are working. The batteries come in a case of 6 and they can take the case with them if they go to a certain part of the park. It can be connected to a power source to charge while they are working. They have not had any maintenance issues except for one gas pressure washer the mower and gas water tank seal in the wrong place and messed up the motor. They were able to replace it within 2 days.

They have two areas that are Green Zones that they can only use electric equipment, but they use their equipment everywhere else too. It makes no sense to travel to those parks and then bring the equipment back to swap out.

I asked about the Green Zone program versus just doing this on our own. He said they have some positive-Can give statistics between gas vs electric, they do good for helping the environment, branding as green. Downside: He felt that he did most of the leg work for them, they tried pushing certain brands but they preferred to test them all personally as stated above. The parks that are deemed as Green Zones have regulations: They have limited exceptions to use gas powered equipment in those areas. He gets 6 times per year that he can use gas powered equipment in the parks and he uses them during their heavy wet season. They also have exemptions for emergencies like storm damage.

The director has to declare an emergency before they can use any gas powered equipment in those areas.

I was given your name as a contact person for Lexington green initiative where you consulted most of your hand powered tools over to electric.

We are considering a similar study and I have read the article about your program.

A few questions:

1. What were the reasons your community decided to consider this option? Did you receive complaints from nearby residents? I’ve heard about this in some other community.

A couple of things led us in this direction. We have a noise bylaw which is still being reviewed annually and we had some complaints from residents. We looked at our operation and some of our tasks and targeted areas where we could introduce electric equipment without decreasing productivity and efficiency.

2. How was the implementation? Any major problems?

So far we have purchased 4 electric push mowers, 8 electric blowers and 8 electric string trimmers. We use the electric push mowers and the electric blowers primarily in our downtown center (pedestrian buildings and green space). We use the electric blowers from mid-May to mid-September and then switch back to gas powered blowers for the spring and fall leaf cleanups. We have begun using the electric string trimmers at all of our properties and are phasing out the gas powered trimmers.

3. Has the use of electric equipment slowed down the progress of your workers in getting their jobs done?

When we started the program a year ago there was push back from our staff but we have found in the areas we use the electric equipment the speed has increased and we need to train our employees on the equipment.

4. Was the training and education received by your city workers in using great equipment satisfactory?

We had a couple of trainings that were very helpful as was engaging with the manufacturers.

5. Any other advice or comments you can give us?

Our approach was to be proactive. I identified areas where electric equipment could be used without impacting what we do. We were clear with our Committees and our Selectmen that we still need our gas powered zero turn and large area mowers and that we still need the gas powered leaf vacs, back-pack blowers and other equipment for our spring and fall cleanups. Finding a mix of the two types of equipment and consistently assessing their use and effectiveness have helped us to build a program that satisfies goals of the Town but keeps us efficient.

Again my advice is to start small, involve your staff, talk to manufacturers and be proactive. Good luck.

David
Minute Book 90

On Monday, June 17, 2019, 11:27:36 AM PDT, Sam Gaston: 375@evo@netbook.org - wrote:

Save,

I was given your name as a contact person for Oja's green initiative when you converted most of your land power needs to electric.

We are considering a similar study and I have read the article about your program.

A few questions:
1. What were the reasons your community decided to consider this option? Did you receive complaints from nearby residents as city workers were using backpacks on other equipment?
2. How was the implementation? Any major problems?
3. Has the use of electric equipment slowed the progress of your workers in getting that job done?
4. Was the training and education received by your city workers in using green equipment satisfactory?
5. Any other advice or comments you can give us?

I appreciate you considering my questions and can provide us with additional information.

Sam S. Gaston

City Manager
City of Mountain Brook, AL.
51 Church Street
P.O. Box 170069
Mountain Brook, AL 35213
(205) 402-3803 Phone
(205) 879-2177 Fax

---

Sam Gaston

From: Sam Gaston
Date: Tuesday, June 18, 2019, 12:08 PM
Subject: Re: Draft proposal - AGZA Green Zone- Peer Reviews

Dear Sam,

I called and left a voicemail and followed it with an email.

Also, I posted on the NRPA page asking for input from any others that have had experience with battery equipment.

I have had one reply on the post and a phone call.

Phil Weber from Oregon called me in response to the post. He was a fleet manager and now supervises a Parks Department. He stated that they have had one crew using 2 battery mowers for 2 months and like it. He is looking to convert a second crew by the end of the summer.

He said that their zero turn mowers are really impressive and work all day on one charge. They are not as real impressed by the back pack blowers, but the zero turn has a blower attachment that they like.

He was able to do demo's directly from the vendors.

This is the written reply:

Vermont State Parks has been moving toward more Electric/Battery powered equipment. From simple battery golf carts that we buy used with new batteries, run for a couple years and then auction for or dangerously close to what we paid for them, to battery powered UTVs, GEM cars and our new commercial front end loader.

I have been involved in this for a few years and have attended the EPA conference. Don't throw away non-commercial products - You will need success right out of the gate, even if it is a bit pricey. Run the numbers - Purchased price - thrown back catalog repair, compare the maintenance costs, fuel costs, time etc. and remember to factor in the edibles such as an electric mower have no bolts, drive shafts or pulleys, to lubricate, wear out, or break.

Don't give up – Too many years I have heard “we tried that” Technology in this area is advancing and tried once means just that “tried once”.

Spaulding CPS
Park Project Coordinator
Vermont State Parks
Montpelier, VT
(802) 522-0700
City of Ojai to Celebrate Certification as the First AGZA Green Zone® City in Ventura ... Page 1 of 2

City of Ojai to Celebrate Certification as the First AGZA Green Zone® City in Ventura County.

The City of Ojai, along with the 12 Southern California member cities of the AGZA (AGZA) and the 20 Southern California member cities of the AGHA (AGHA), have received national recognition for being a leader in sustainability in the community at large, through their City Council and Parks and Recreation departments.

The City of Ojai received high marks from the AGHA for its commitment to sustainable practices, including the use of renewable energy, efficient water use, and waste reduction.

According to the AGHA’s criteria, "The Ojai AGHA Green Zone certification recognizes the City of Ojai’s commitment to sustainability through a comprehensive approach to landscape management designed to promote healthy communities, environmental stewardship, and economic resilience through sustainable practices."

Virginia and I took this matter before our council last night and they have requested a couple of peer references who our Public Works/Parks & Recreation department heads can call to discuss their experience with the program/equipment.

Can you provide a couple of folks to call?

City of Ojai to Celebrate Certification as the First AGZA Green Zone® City in Ventura ... Page 2 of 2

Environmental Savings
Health Benefits

City of Ojai AGZA Green Zone

Green Zone Properties

A. Drought-Resistant
10
B. Solar-Derived
5
C. Sustainable Design
5
D. Water-Efficient
5
E. Rain-Smart
3
F. Native Species
5
G. Landscape Analysis
5
H. Urban Agri-Density
5
I. Urban Agriculture
5
J. Wind-Integrated
5
K. Energy-Smart
3
L. Sustainability
5
M. Public Art
5
N. Public Art
5
O. Public Art
5
P. Public Art
5
Q. Public Art
5
R. Public Art
5
S. Public Art
5
T. Public Art
5
U. Public Art
5
V. Public Art
5
W. Public Art
5
X. Public Art
5
Y. Public Art
5
Z. Public Art
5

Acres Serviced: 50.25

Minutes & Agendas/Council/2019/20190624 Minutes.doc

June 24, 2019
AGZA GREEN ZONE® CITY WINS STATE AWARD

California Parks & Rec Society awards
South Pasadena a

2016 Award

SOUTH PASADENA TAKES THE LEAD IN SUSTAINABLE GROUNDS MAINTENANCE STRATEGIES ON ALL MUNICIPAL PROPERTIES.

The City of South Pasadena is the first AGZA Green Zone® City in the United States. The American Green Zone Alliance (AGZA) officially certified the City’s municipal-wide transition to green groundkeeping operations at a public ceremony on September 9, 2016, in the City’s beautiful Arroyo Park. AGZA Green Zone City certification ensures that grounds maintenance on all municipal properties — mowing, hedging, edging, trimming, sweeping, and plowing — are performed exclusively with low-emission, zero-emission battery-electric machinery and manual hybrid tools.

The result is astonishing. The city’s 13 properties and medians span 71 acres, with 20 acres of mowing, 15 acres of blowing hardscapes, an acre of hedge surface trimming, and over 7 miles of edging. The transition from mineralized gas to cutting-edge electric instantly eliminated all of the hazardous emissions created by internal combustion engines: Carbon Dioxide (CO2), Carbon Monoxide (CO), Nitrogen Oxides (NOx), Volatile Organic Compounds (VOCs), and Particulate Matter (PM 10 and PM 2.5). AGZA has calculated that South Pasadena’s new electric

equipment is preventing the creation of 31 tons of airborne pollutants into the local community every year.

In recognition of their groundbreaking sustainability efforts, the City has been awarded the 2016 California Parks & Recreation Society (CPRS) Creating Community Award of Excellence for Park and Facility Maintenance Management.

In The Beginning

The first time is always the hardest, and being the first municipality to transition to entire grounds maintenance operations from gas to electric required strong leaders, proactive partners, and deep commitment. This achievement caps more than three years of collaboration between AGZA, the City, and the grounds maintenance service provider Landcare (formerly TruGreen Landcare). This endeavor also benefited from key alignment at City Council, and support from the SCAGMD (South Coast Air Quality Management District). Among the most important allies within the City were Mayor Michael Cacciotti, City Manager Sergio Gonzales, Public Works Director Paul Tom, P.E., and Community Services Director Sheila Pausch. Sheila invented the project mid-development, became a true believer, and championed the initiative across the finish line for the City.

South Pasadena’s AGZA Green Zone Initiative got its start in a series of equipment demonstrations by AGZA and their partner The Greenstar, an LA-based electric equipment dealer. AGZA introduced the City, the SCAGMD, and TruGreen’s branch manager Joe Espinoza to the latest cordless electric equipment from Mean Green Machines and Stihl, showcasing the technology, features, and performance, as well as the potential health and environmental benefits. The cutting edge electric tools and the promise of quieter, zero-emission land care were
competing, but of course the City and TruGreen needed proof. So with SCAGMD’s support, AGZA and The Greenstation pulled together a commercial-grade electric feet for a trial at Garfield Park.

Over the course of 6 months, AGZA and TruGreen compared their Elnark 60-inch zero-turn gas mower against the Mean Green 60-inch zero-turn lithium-ion battery-powered mower. AGZA closely monitored the crew’s operations—from charging and battery management, to on-the-ground tool efficiencies and run times—and the results were inspiring. Some electric hand tools, like hedges, show virtually zero change in work production rates from gas. Others, like string trimmers and push mowers revealed a 5% - 15% reduction in performance and require slight adjustments to operational planning. With AGZA’s training, Espinoso’s crew reported that work production rates for the large electric riding mower rose to as high as 98% of their historical gas operations. On the other hand, workers who were not properly trained could have issues with changing procedures, trouble shooting, and operation. AGZA helped navigate these details to allow for a streamlined and effective electric crew.

The First AGZA Green Zone

Satisfied with proof-of-concept, South Pasadena approved the development of the nation’s first municipal AGZA Green Zone at Garfield Park, a pristine 7 acre public property nestled in a quiet upscale neighborhood. Based on the equipment trials, AGZA suggested a few operational changes and submitted recommendations for final equipment purchases that would allow Landcare to perform all routine maintenance with 100% electric equipment. AGZA also consulted with the City to update their RFP for the grounds maintenance contract. For the first time the City would require that all bidding service providers use only zero-emission battery electric equipment and hand tools on all routine maintenance. In specific cases where no commercially-available electric equipment existed, as with driftable and aerial, exceptions were allowed for the use of gas equipment two or three times a year.

The new RFP meant that if TruGreen wanted to renew their contract at South Pasadena, they’d need to invest in an electric fleet. Despite having just proven the performance and benefits of electric to themselves in Garfield Park, TruGreen’s corporate leadership was cautiously resistant togreening their services in South Pasadena. Presumably, with a very large investment in gas fleets across the country, they were reluctant to engage in the coming electric revolution. Whatever the reason, TruGreen chose not to heed AGZA’s full recommended equipment list or formalized AGZA Service Provider Accreditation, and predictably, the under-equipped and partially trained crew found it challenging to keep the equipment running efficiently and to maintain production rates. To ensure the nascent project was set for success, AGZA and The Greenstation shored up additional crew monitoring, field maintenance, and technical support.

With dogged commitment and managerial support from Mayor Cascotl and Community Services Director Poutas, AGZA was able to demonstrate that Garfield Park could be maintained entirely with battery-electric equipment and a crew trained to optimize those tools. The transition from inefficient internal combustion gas engines to super efficient electric motors instantly eliminated all hazardous emissions during operations. The health and environmental hazards that are presented for the workers and community are hard to overstate: stress and aggravation, hearing loss and tinnitus, asthma, bronchitis, lung disease, hypertension,

https://www.agza.net/green-zone-city

https://www.agza.net/green-zone-city

AGZA Green Zone® City 10. 2019 — AGZA

AGZA Green Zone® City was state award — AGZA

Over the following year, AGZA and The Greenstation continued to nurture TruGreen’s experience with the all-electric contract. Challenges were discovered and overcome, lessons were learned, and understanding was refined. AGZA collected feedback from the workers and shared it with the City and with the equipment manufacturers. And despite still being under-equipped per AGZA’s full tool recommendations, the newly rebranded Landcare crew developed the capacity to service the City’s entire municipal properties.

In the end AGZA monitored all crew operations and equipment run-times with electric equipment on each of the City’s 13 properties and 65 planted medians. AGZA merged their data with proprietary satellite mapping and meticulous EPA studies of small engine emissions to document just how much difference AGZA Green Zones was making for the community.

AGZA calculated that South Pasadena’s city-wide Green Zone is eliminating the emission of 28 tons of airborne pollutants at every park, playground, sports field, and median, as well as at the library, senior center, and city hall. More specifically, this initiative actively prevents the annual creation of 26 tons of Carbon Dioxide (CO2), 7.5 tons of Carbon Monoxide (CO), 913 lbs of hydrocarbons (HC), 137 lbs of particulate matter (PM 2.5 and PM 10), 124 lbs of Nitrogen Oxides (NOx), 154 lbs of toxic waste, and 140 lbs of solid waste — all while being 40% to 70% quieter throughout the City.

South Pasadena’s families, schools, and businesses will enjoy more peaceful public spaces, and city grounds maintenance will no longer contribute to asthma-inducing air pollutants, local smog or climate change. The City’s grounds crews won’t be exposed to hazardous noise levels.

Vibration syndrome, cancer, toxic chemicals leaching in the soil and water, smog, greenhouse gases and climate change.

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June 24, 2019
AGZA recognized by Congress, certificates all 'round

Becky Cheng, representing the office of U.S. Congresswoman Judy Chu, presented AGZA and the City of South Pasadena with certificates of congressional recognition. AGZA Green Zone signs were installed at the 3 main park entrances. AGZA acknowledged the critical support and collaboration of Councilmember Cecotti, with a certificate of appreciation. Huzzah!

https://www.agza.net/green-zone-city 6/14/2019
PRISTINE PARK INSPIRES A 60-SECOND COMMERCIAL SPOT

In anticipation of February's landmark AGZA Green Zone dedication, we grabbed our video gear to shoot some promo footage of the Green AGZA Certified operation at Garfield Park. What we didn't expect is that while we were running around frantically shooting with our better cameras, our tripod-mounted iPhone was generating some of the most compelling footage in time-lapse.

Back at the AGZA lab we threw some titles, transitions, and a playful soundtrack over the footage and suddenly found ourselves with a great title promo spot worth sharing with our colleagues, strategic partners, and future allies.

TRIVIA TIME

Q: If a picture's worth a thousand words, and we captured one picture every half-second for 2 hours... whoa! Is that worth it? A: Apparently it is. In 2010, Wordsworth, one of the longest novels ever written, comprised only 107,748 words. By far far to far away. I don't think it's likely our elf will go as well as he did But to be fair, I guess we won't know for another 150 years. For bonus points try to take on the entire air and gas economy. Now did he? Stay tuned... AGZA might just come out ahead.:)

https://www.agza.net/green-zone-city

6/14/2019

TEAM

DAN MABE
CEO & PRESIDENT
PH 1 (316) 779-9785
EM Danmabean@AGZA.net

LUKE MASSMAN-JOHNSON
CFO & COMMUNICATIONS DIRECTOR
PH 1 (323) 445-1613
EM Luke@AGZA.net

HOURS

7 days a week 8am — 6pm

https://www.agza.net/green-zone-city

6/14/2019

June 24, 2019
 Didn't want it, loss of privacy, not needed, have the Jemison Trail just below it, too costly for the "few" people who would use it and the $ should be given to education instead were her arguments.

Help me remember some of the reasons we selected Pine Ridge besides the large number of requests we received for it.

Sam E. Gaston
City Manager
City of Mountain Brook, AL
88 Church Street
P.O. Box 190005
Mountain Brook, AL 35213
(205) 803-5633 Phone
(205) 870-3677 Fax

Appendix 4

Pine Ridge Road Traffic Study
Mountain Brook, Alabama

EXISTING CONDITIONS ANALYSIS

Existing Intersection Turning Movement Traffic Counts

Intersection turning movement traffic counts were performed at the three existing study intersections on Thursday, December 8, 2011 by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The counts were conducted from 7:00 a.m. to 9:00 a.m. and 1:00 p.m. to 3:00 p.m. The intersection turning movement traffic count data is included in Appendix 4. The intersection turning movement traffic count data was analyzed to determine the a.m. and p.m. peak hours of traffic flow. The peak hour intersection turning movement traffic count data is depicted in Figure 7.

Existing Machine Traffic Count

A machine traffic count, including speed and classification, was performed on Pine Ridge Road immediately south of Pine Ridge Trail for 40 continuous hours beginning at 5:00 a.m. on Wednesday, December 7, 2011 and ending at 5:00 a.m. on Friday, December 9, 2011. The machine traffic count data is included in Appendix A. The data is summarized in Tables 1, 2 and 3.

The existing daily traffic volume on Pine Ridge Road is approximately 4,000 vehicles per day. The morning peak hour is generally 7:15 a.m. to 9:15 a.m., with a total traffic volume of approximately 1,000 vehicles per hour. The afternoon peak hours are 1:00 p.m. to 3:00 p.m. and 5:00 p.m. to 6:00 p.m., with a total traffic volume of approximately 435 vehicles per hour during each of these periods.

The posted speed limit on Pine Ridge Road is 10 miles per hour; however, the traffic count shows that the average speed of vehicles is approximately 30-35 miles per hour and the 85th percentile speed is 40-45 miles per hour. The 67th percentile speed is the speed at which 67% of all vehicles are traveling at or under and is used for design purposes.

Approximately 3% of the vehicles on Pine Ridge Road are classified as trucks. This is typical for collector roadways in the Birmingham area. Of these trucks, approximately 30% are heavy trucks (such as tractor-trailers).
## Table 1: Existing Machine Traffic Count

<table>
<thead>
<tr>
<th>Time</th>
<th>Northbound</th>
<th>Southbound</th>
<th>Total</th>
<th>Northbound</th>
<th>Southbound</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:00 AM</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>3:00 AM</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>4:00 AM</td>
<td>5</td>
<td>2</td>
<td>7</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>5:00 AM</td>
<td>6</td>
<td>2</td>
<td>8</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>6:00 AM</td>
<td>7</td>
<td>2</td>
<td>9</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>7:00 AM</td>
<td>8</td>
<td>2</td>
<td>10</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>8:00 AM</td>
<td>9</td>
<td>2</td>
<td>11</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>9:00 AM</td>
<td>10</td>
<td>2</td>
<td>12</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>10:00 AM</td>
<td>11</td>
<td>2</td>
<td>13</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>11:00 AM</td>
<td>12</td>
<td>2</td>
<td>14</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>13</td>
<td>2</td>
<td>15</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

### Table 2: Existing Speed Survey

<table>
<thead>
<tr>
<th>Speed Range</th>
<th>Wednesday-Thursday</th>
<th>Thursday-Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-14 mph</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>15-19 mph</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>20-24 mph</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>25-29 mph</td>
<td>18</td>
<td>18</td>
</tr>
<tr>
<td>30-34 mph</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>35-39 mph</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>40-44 mph</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>45-49 mph</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>50-54 mph</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

## Table 3: Existing Vehicle Classification Count

<table>
<thead>
<tr>
<th>Classification</th>
<th>Northbound</th>
<th>Southbound</th>
<th>Total</th>
<th>Northbound</th>
<th>Southbound</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles</td>
<td>1,808</td>
<td>1,330</td>
<td>3,138</td>
<td>1,260</td>
<td>1,090</td>
<td>2,350</td>
</tr>
<tr>
<td>Cars</td>
<td>359</td>
<td>239</td>
<td>598</td>
<td>206</td>
<td>180</td>
<td>386</td>
</tr>
<tr>
<td>Light Trucks (2 axles)</td>
<td>33</td>
<td>24</td>
<td>57</td>
<td>19</td>
<td>16</td>
<td>35</td>
</tr>
<tr>
<td>Single Unit Truck (1 axle)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Double Unit Truck (less than 5 axles)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Double Unit Truck (2 axles)</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Multi-unit Truck (more than 5 axles)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Light Trucks (5 axles)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Medium Trucks</td>
<td>99%</td>
<td>99%</td>
<td>99%</td>
<td>99%</td>
<td>99%</td>
<td>99%</td>
</tr>
<tr>
<td>Heavy Trucks</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

## Table 4: Existing Intersection Capacity Analysis

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approach</th>
<th>Movement</th>
<th>Level of Service</th>
<th>At Peak</th>
<th>All Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Ridge Road at Old Leeds Road</td>
<td>Through/Right</td>
<td>B</td>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine Ridge Road at Old Leeds Road</td>
<td>Left/Through</td>
<td>D</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine Ridge Road at Fire Hill Road</td>
<td>Left/Right</td>
<td>C</td>
<td>C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine Ridge Road at Mountain Park Drive</td>
<td>Left/Through</td>
<td>A</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine Ridge Road at Fire Hill Trail</td>
<td>Left/Right</td>
<td>B</td>
<td>B</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Good afternoon Sam. It's a rainy day. You know I am a big proponent of the sidewalk on Pine Ridge Road. And I did get a letter about the survey over being on pine ridge. My concern though is great in the thought that the sidewalk being proposed will be 4 feet wide and under that 3 feet. But The sidewalk being on the high side of Pine Ridge will completely destroy and undermine the beauty of the old trees, bushes and walls that have been there for as long as pine ridge has been a road. The opposing side of the street is steeper and has far less established beauty. When the Thompson property was being developed it was thought that the future sidewalk would be on that side. The cost may be greater on the low side but I seriously believe we will lose the beauty of one of the oldest streets in Mountain Brook if the sidewalk is built on the high side. I received some information for the people who live on Pine Ridge to let them know what is being done. Is there a meeting we should be present at next week? I believe the residents of Pine Ridge need a more thorough briefing of the actuality of what to expect. You know I appreciate your listening and thoughts. Paty

Paty Drisher
936-7788
Pdrisher@aol.com

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Dear Mr. Gaston - I understand that the MB City Council will be undertaking plans to provide a sidewalk on Pine Ridge Road. I am thrilled to hear this as this has been needed for quite sometime. As you know, this is a very busy street with little to no shoulder. The City has done a spectacular job with the sidewalks in the Pine Ridge Rd neighborhood, there is a well built and well connected sidewalk on Old Leeds/Mountain at one end of Pine Ridge Rd and on the other end is the Lassiter Trail and the Overbrook Rd sidewalk. Pine Ridge Rd is a natural connector to these sidewalks/trails and gets a good bit of foot traffic. I walk on Pine Ridge Rd often and there are many times that there is no shoulder to step on to and a car will simply not slow down or edge over to the other lane. I assure you it is frightening. I also witness the gentleman from Waste Management who walks Pine Ridge to collect the garbage try to maneuver this road and Jr High students who are often looking for a quicker route maneuver this road as well. I fear that it is a matter of time before someone is hit.

Again, I am thrilled to know this plan for a sidewalk is in process. This will not only enhance and improve the walkability of this city, but will also provide a more safe environment for its citizens.

Many thanks for what you do for the City of Mountain Brook - Emily Curran

Emily Curran
ecurran@mbsmi.com
Cell - 205.542.1590

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Mr. Gaston, Caroline and I live on the corner of First Ridge Lane and Pine Ridge Road. We are very much in favor of the sidewalks on Pine Ridge Road. Please let us know what we can do to help. Thank you.

Ry Bailey
Besseen, Inc.
809 20th Ave. South
Birmingham, AL 35203
205-452-8557
205-457-9190
www.besseen.com

---

From: Lita Williams
Sent: Wednesday, June 19, 2019 8:18 AM
To: gaston@mountainbrook.org
Cc: Emily Curran
Subject: Pine Ridge Road Sidewalk

Dear Sam,

I am not sure that you have been inundated by emails from people who live on Pine Ridge Road. There should be no question that the majority of people on this street want a sidewalk. People try to walk and jog on this street fairly often and it is so dangerous. We have heard that the City Council will be discussing this issue next week. Should we come? Turner and I are both for a sidewalk and would attend if necessary. I was hoping that it would be on my side of the street but have heard it is on the right side coming from Old Leeds Road. Thank you for the conversation about mom's property and let me know if Public Works had anything different to say about the storm drain. Thanks.

Lita

Sent from my iPhone
Sam, 

I live at 3240 Pine Ridge Road. I have talked with you a few times over the past year or so about our desire for a sidewalk and wanted to email you to restate that. As a resident of the area, a sidewalk would allow us to wait from our home safely. For the community, it would do the same and link all three villages.

Thanks

Susan Thomas
Pt. 205 600: 9528

Sam, 

I am writing to let you know that my husband and I are in favor of having sidewalks added on Pine Ridge Road. We live on Pine Ridge Lane and would love for children to be able to walk to Mountain Brook Junior High from our house. Mountain Brook is an amazing community that is so walkable. We would love the ability to walk to Crestline Village from our home or to be able to pop out for a jog or a walk and be able to take from our home instead of having to get in the car to drive somewhere to begin.

Please take this into consideration as you make decisions about this subject.

Thank you,

Amy and Jay Gruen
5 Pine Ridge Lane

Sam, 

as you know since we required about the cost of sidewalks a couple years ago, we are very, very supportive of this. One view, soon after we moved to Pine Ridge, we were walking to a neighbor's house and a car passed us so close I had to hold my son in the air over the curb on the side of the road (since there is no shoulder). That was the last time we attempted the 100-yard walk down the road to their house.

Unfortunately I cannot be at the City Council next week but if I was in town I would definitely attend to show support.

Jamie

Begin forwarded message:

From: Catherine Gregory <catherine@emc.com>
Date: June 16, 2019 at 7:53 PM PDT
To: Jamie Gregory <catherine@emc.com>
Subject: Fed. Pine Ridge Road Sidewalks

sent from Catherine's phone
on the agenda for next week’s City Council meeting so please try to do so by then. I feel free to share with anyone on the street that you think may help or your spouse.

gaston@minneboom.org

Patrick Carlton

www.nationalbankofcommerce.com

CONFIDENTIALITY NOTICE: The information contained in this message is intended solely for the addressee and may contain private, confidential and/or legally privileged material. If you are not the intended recipient, please notify the sender immediately and permanently delete all copies of this email including all attachments, any disclosure, copying, distribution or any action taken or omitted is prohibited by law.

Sam Gaston

From: Sam Gaston
Sent: Tuesday, June 18, 2019 2:43 PM
To: gaston@minneboom.org
Subject: Pine Ridge Road sidewalk

I understand that there may be discussion at the next council meeting about the planned sidewalk for Pine Ridge Road.

My family lives at 3511, we are strongly in favor of the sidewalk regardless of the specifics of its construction.

-William and Tina Wood
3511 Pine Ridge Road
Mobile 205-937-2337
Sent from Gmail Mobile

APENDIX 4

Sam Gaston

From: Sam Gaston
Sent: Tuesday, June 18, 2019 2:13 PM
To: gaston@minneboom.org
Subject: Pine Ridge Road sidewalk

Dear Sam,

We are writing in tremendous support of the sidewalk being installed on Pine Ridge Road. As a main thoroughfare in Cullman, it is very dangerous for all of the pedestrian traffic that aims to exercise on it or using it as a connecting path to the Azaleas Trail. This is monumental for our property values in that it would complete our street and make it more polished looking. The city has done such a beautiful job in the areas affected so far that we hope you all will continue your successful progress on our street.

Thank you for helping in our progress!

Jane Huston and Claiborne Commerlin
Jane Huston Commerlin, AIB, SRES, MRP, GRI, e-Pro, CRS, SRS
Ray & Payne Properties
c: 205.527-4275 w: 205.879.5056
jcommerlin@raypayneprop.com

Steve Rows

From: Steve Rows
Sent: Tuesday, June 18, 2019 2:02 PM
To: gaston@minneboom.org
Cc: gaston@nationalbankofcommerce.com
Subject: Sidewalk on Pine Ridge Road

Sam,

Please put me down as a strong supporter of sidewalks for Pine Ridge Road.

My family has lived at 3500 Pine Ridge Road for 30 plus years. I love to walk, but it's dangerous to walk on Pine Ridge because there is often no shoulder. My neighbor Patrick is nice to let me cross his property to get closer to the sidewalk at Old Leeds Road. A sidewalk would be a better way to get to the wonderful network of sidewalks that exists in our city.

I often see joggers or walkers on Pine Ridge and I am certain there will be many more when sidewalks are built.

Thanks,

Steve

Steve Rows
Partner

1601 6th Ave North, Suite 3020 | Birmingham, AL 35203
main 205.203.0000 | direct 205.203.0001 | mobile 205.306.6172
fax 205.408.0000 | t x 205.203.0584
steve.rows@atlaw.com
website bio vCard may

June 24, 2019
Sam Gibson

From: Sam Gibson
Sent: Tuesday, June 18, 2019 11:43 AM
To: Sam Gibson
Subject: Support for Pine Ridge Sidewalk

Sam, please share this email with our City Council and Mayor for the upcoming council meeting. Thank you.

I am beyond excited to hear that a sidewalk on Pine Ridge Road might be a real possibility. I can't imagine a more deserved or more appropriate street for a sidewalk. When we consider the streets with sidewalks surrounding Pine Ridge Road, it is easy to see that Pine Ridge Road is the missing component. On any given day, a Pine Ridge sidewalk will be a game changer. It alone will improve the way our citizens will be able to take advantage of what our fair city has to offer. Consider the possibilities. Parking increases where sidewalks offer easier access. Vendors see an increase in traffic when shoppe or diners can access locations without driving. More parents can walk their children to school. Couples jog. Fences hangest. All thanks to well designed and well placed sidewalks. Our city offers many great things. And being more interconnected will only add to the uniqueness and value of our fair city. A Pine Ridge sidewalk will offer greater access for a greater number of citizens to places like Jemison Park, the Junior High School, Mill Village, Cram Line Village and even the Indoor Arena.

I apologize for the length of my letter, but I am passionate about making this city better. I served on MBL’s Parks and Recreation Board for 11 years. I currently serve on our BZA. I have witnessed how the right decisions increase the ultimate value of Mountain Brook not just through the aesthetics, but also the functions. Please consider making the right decision to continue striving to improve Mountain Brook.

Respectfully,

Sam Gibson
3401 Pine Ridge Road

Sent from Gmail Mobile
MINUTES OF THE REGULAR MEETING OF
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 24, 2019

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:35 p.m. on the 24th day of June, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: William S. Pritchard III, Council President Pro Tempore

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

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

1. 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 June 10, 2019, regular meeting of the City Council

2019-087 Adopt the Personnel Board of Jefferson County 2018-2019 Classification Survey (no changes recommended) Exhibit 1, Appendix 1

2019-088 Authorize the City Manager to offer continuing medical coverage to eligible employees (namely a) 20 years of City service at any age or b) 10 years of City service who are eligible for normal retirement benefits and who elect to retire between July 31, 2019 through May 31, 2020 Exhibit 2, Appendix 2

2019-089 Authorize the expenditure of up to $20,000 for public improvements along Poe Drive to be installed by a private developer Exhibit 3, Appendix 3

2019-091 Motion authorizing the installation of a stone column (estimate 259) to display a metal Cherokee Bend sign at the entrance of Old Leeds Lane Exhibit 4, Appendix 4

2019-092 Motion accepting a proposal creating an American Green Zone Alliance (AGZA) Green Zone Exhibit 5, Appendix 5

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

June 24, 2019
Ayes: Virginia C. Smith, Council President
       Philip E. Black
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (Nos. 2019-087 through 2019-089) and motions (Nos 2019-091 and 2019-092) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. ANNOUNCEMENT: MAYROAL APPOINTMENT (NO. 2019-090) TO THE PLANNING COMMISSION (EXHIBIT 6)

   Mayor Welch announced his appointment of Luther Barner ("Barney") Lanier to serve on the Planning Commission to fill the unexpired term of Jamie Gregory (No. 2015-035) to serve without compensation through March 9, 2021.

3. CONSIDERATION: ORDINANCE (NO. 2049) CALLING FOR A SPECIAL ELECTION IN THE CITY OF MOUNTAIN BROOK TO BE HELD ON SEPTEMBER 24, 2019, FOR THE PURPOSE OF VOTING ON A PROPOSED 10 MIL AD VALOREM TAX EXCLUSIVELY FOR EDUCATIONAL PURPOSES (EXHIBIT 7)

   President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
       Philip E. Black
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Abstained: Philip E. Black

The Council President Smith declared that the said ordinance (No. 2049) is hereby adopted by a vote of 3—0 and evidence thereof she signed the same

4. ANNOUNCEMENT

   The next regular meeting of the City Council will be July 8, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
5. **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 a real estate negotiation. The City Attorney verbally 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  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack

**Nays:** None

Council President Smith thereupon declared that said motion carried by a vote of 4—0.

6. **ADJOURNMENT**

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:40 p.m.

7. **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on June 24, 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.

![Signature]

City Clerk

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**EXHIBIT 1**

RESOLUTION NO. 2019-087  
A RESOLUTION ADOPTING THE PERSONNEL BOARD OF JEFFERSON COUNTY  
2018—2019 ANNUAL CLASSIFICATION SURVEY

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**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that:

Section 1. The City Council of the City of Mountain Brook, Alabama, hereby adopts, without change, the Personnel Board of Jefferson County 2018—2019 Classification Survey dated June 11, 2019 (Exhibit A attached hereto).

Section 2. A copy of this Resolution shall be sent to the Personnel Board of Jefferson County.

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**APPENDIX 1**
EXHIBIT 2

RESOLUTION NO. 2019-088

BE IT RESOLVED by the City Council of the City of Mountain Brook ("City"), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
   (a) have at least twenty (20) years of employment service with the City and are eligible to draw normal retirement benefits from the Employees’ Retirement Systems of Alabama (RSA), or
   (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw normal retirement benefits from the RSA, and
   (c) retire from service during the period of July 31, 2019 through April 30, 2020, provided that the eligible employee gives written notice at least 30 days prior to their retirement date.

2. Insurance Coverage - Each eligible employee electing to retire must be enrolled in the City’s group health insurance plan at the time of their retirement effective date, have participated in (and received credit for) a State Employees’ Insurance Board (SEIB) wellness screening within six months preceding their retirement date(1), and must meet all eligibility requirements established by SEIB for such coverage during retirement. Coverage under the City’s group medical insurance plan will continue for the lesser period of:
   (a) thirteen (13) years from the retirement date (In the event the retiree has not attained the age of 65 or otherwise eligible for Medicare after 13 years measured from their retirement date, the retiree may continue coverage under the City’s group medical plan until attaining Medicare eligibility, however, the retiree will be responsible for 100% of the retiree premium.)
   (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),
   (c) the date that the City no longer offers medical insurance to retirees, or
   (d) until the retiree is determined to be no longer eligible for coverage under the City’s group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree’s premium to be paid by the City of Mountain Brook for individual or family coverage (Resolution No. 2018-126 dated September 24, 2018) is subject to change at the discretion of the City Council. The retiree’s share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City’s group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree’s medical insurance contract should payment not be received by the City as prescribed above.

4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the “City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement” attached hereto as Exhibit A.

(1) Employees that retire after January 1, 2020 and prior to the 2020 onsite, LGHIP-conducted wellness screening must have participated in (and received credit for) the most recent [2019] wellness screening.
EXHIBIT A

CITY OF MOUNTAIN BROOK RETIREE MEDICAL INSURANCE
MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT
(Resolution No. 10-090 Adopted June 14, 2010)

Whereas, the City of Mountain Brook, Alabama ("the City") offers qualifying employees that wish to retire access to the City's group medical insurance plan; and

Whereas, the City of Mountain Brook has adopted Resolution No. 02-072 making such continuing medical insurance offer open-ended (unless repealed by formal City Council action) for those employees of any age with at least 30 years of employment service with the City or for those employees age 60 and over with at least 15 years of employment service with the City; and

Whereas, periodically the City of Mountain Brook considers opening windows of opportunity for employees to retire and participate in the City's group medical insurance plan for employees of any age with at least 20 years of employment service with the City or for those employees age 60 and over eligible to draw normal pension benefits with at least 10 years of employment service with the City; and

Whereas, employees that elect to retire and to participate in the City's group medical insurance plan do so with the following understandings and stipulations:

1. The duration of retiree medical insurance coverage shall last from the date of retirement until the following [earliest] date or event: a) thirteen (13) years from the date of retirement, b) until the retiree becomes eligible for Medicare coverage whether such entitlement is occasioned upon the retiree's age or disability, c) the date that the City no longer offers medical insurance to retirees, or d) the date that retiree medical insurance coverage is no longer offered by the City's medical insurer.

2. Retirees who, by whatever occasion, become eligible for Medicare coverage are required to notify the City of such eligibility so that participation in the City's group medical insurance plan may be cancelled (subject to applicable COBRA or similar laws). Failure by a retiree to notify the City of such Medicare eligibility exposes said retiree to substantial financial loss as coverage under the City's group medical insurance plan is cancelable retroactively to the date of Medicare eligibility regardless of when such eligibility is ultimately discovered or whether the retiree elects at the time of eligibility to opt out of the Medicare program.

3. Retirees are required to pay (in advance on or before the first day of each month) a portion of the retiree medical premium. Failure on the part of a retiree to pay such monthly medical insurance premiums, for whatever reason, or retirees who are habitually late in paying their medical premiums to the City is sufficient cause for the City to cancel such retirees' medical insurance coverage. Once a retirees' medical insurance coverage is cancelled, such coverage may not be reinstated.
RETIREE MEDICAL INSURANCE MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT

4. The retirees’ portion of the medical insurance premium is determined by the City and is subject to change periodically. Generally, retiree premiums are set by the City in September for the upcoming fiscal year (October through September). However, more frequent retiree premium changes may be imposed at the sole discretion of the City Council.

5. Currently, the City offers medical insurance coverage through the Local Government Health Insurance Plan (LGHIP) sponsored by the State Employees’ Insurance Board (SEIB). Generally, SEIB establishes LGHIP benefits (including, but not limited to, deductibles, co-payments, covered services, hospital and physician networks, etc.) in August with an effective date of implementation on the following January 1. However, the benefits inherent in the LGHIP plan are subject to change at the sole discretion of the SEIB.

As evidenced by my signature below, I hereby profess and proclaim the following:

1. I have read and understand the aforementioned summary provisions of the City’s group medical insurance plan with respect to my participation as a retiree of the City.

2. I understand that it is my sole responsibility to read and understand the administrative rules and other official literature concerning the LGHIP distributed by SEIB and that, should any provision of said literature conflict with any provision contained hereinabove or with any other statements (written or verbal) made by the City or an official thereof, the SEIB policies and regulations shall prevail.

3. The City of Mountain Brook shall not be responsible for any financial or other loss that I may suffer as a result of a) my participation in the City’s group medical insurance plan made available to me as a retiree or b) the subsequent cancellation of my coverage under said plan for cause as determined by SEIB or the City.

By: _____________________________________________

(Employee signature)

________________________________________________

(Printed name)

Date signed: _____________________________________

Effective date of retirement: _________________________

APPENDIX 2
EXHIBIT 3

RESOLUTION NO. 2019-089

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to remit $20,000 to Kadco, LLC (Developer) for public improvements Developer shall construct along Poe Drive where said disbursement shall be made upon Developer's demonstration, to the satisfaction of the City Manager, that said public improvements along the entire length of Poe Drive are substantially complete.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to execute, for and on behalf of the City Council, an agreement and such other documents that may be determined necessary and appropriate with respect to the public improvement project along Poe Drive.

APPENDIX 3

———

EXHIBIT 4

MAYORAL APPOINTMENT 2019-090

Mayor Welch announced his appointment of Luther Barner ("Barney) Lanier to serve on the Planning Commission to fill the unexpired term of Jamie Gregory (No. 2015-035) to serve without compensation through March 9, 2021.

APPENDIX 4

———

EXHIBIT 5

MOTION NO. 2019-091

Council member Shelton made a motion that the City Council authorizes the installation of a plaque monument in the Cherokee Bend area as follows (check one):

- 24’ long wall (estimate 255) – $10,500.00
- 15’ long wall (estimate 256) – $8,500.00
- XX Stone column (estimate 259) – $5,000.00

The motion was seconded by Council member Black.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

Ayes: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion (No. 2019-091) is adopted by a vote of 4–0.

APPENDIX 5

———
EXHIBIT 6

MOTION NO. 2019-092

Council member Shelton made a motion that the City Council accepts a proposal creating an American Green Zone Alliance (AGZA) Green Zone, pursuant to the proposal attached hereto as Exhibit A. The motion was seconded by Council member Black.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

Ayes: Virginia C. Smith, Council President
      Philip E. Black
      Lloyd C. Shelton
      Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion (No. 2019-092) is adopted by a vote of 4–0.

APPENDIX 6

EXHIBIT 7

PROCEDINGS PERTAINING TO
AN INCREASE IN AN AD VALOREM TAX LEVIED IN THE CITY

The following ordinance was introduced in writing by Council President Smith:

ORDINANCE NO. 2049
AN ORDINANCE CALLING AN ELECTION IN THE CITY OF MOUNTAIN BROOK ON SEPTEMBER 24, 2019

BE IT ORDAINED by the City Council (herein called "the Council") of the City of Mountain Brook (herein called "the City"), in the State of Alabama, as follows:

Section 1. Findings of Fact. The Council, upon evidence duly submitted to and considered by it, does hereby find and declare that the following facts are true and correct:

(a) A special election was duly called and held in the City on May 20, 1947, pursuant to Amendment No. 56 to the Constitution of Alabama of 1901, at which election a majority of the qualified electors of the City voting thereat did vote in favor of the levy and collection of a special additional annual ad valorem tax (herein called "the Amendment No. 56 Tax") for the purpose of providing additional funds for public school purposes. The said tax was originally authorized to be levied at the rate of 5 mills and, pursuant to proceedings taken under Amendment No. 325 and Amendment No. 373 to the Constitution of Alabama of 1901, is now being levied at the rate of 10.6 mills.

(b) The Council, by resolution adopted February 11, 2019, following a public hearing, proposed to increase the rate at which the Amendment No. 56 Tax is levied from 10.6 mills on each dollar to 20.6 mills on each dollar of the assessed value of taxable property in the City.
(c) The Legislature of Alabama, through the enactment of Act No. 2019-203, has approved the said increase.

(d) The levy of the Amendment No. 56 Tax at the rate of 20.6 mills on each dollar of assessed value of taxable property, if approved by the electorate, shall be in continuation of the levy of the Amendment No. 56 Tax.

Section 2. Call of Election. A special municipal election is hereby called to be held in the City on Tuesday, the 24th day of September, 2019, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of submitting the following question or proposition to the qualified electors of the City and determining by ballot their will with respect thereto:

Whether the City shall be authorized to levy and collect, in addition to all other taxes now or hereafter authorized, the special annual ad valorem tax at the per annum rate of 20.6 mills on each dollar of the assessed valuation of the taxable property in the City referred to in the notice of election set out in Section 3 of this ordinance.

Section 3. Notice of Election. The Mayor is hereby directed to give notice of the said election in the manner provided by law in substantially the following form by posting in the Mountain Brook City Hall, 56 Church Street; Cahaba River Walk, 3053 Overton Road; Overton Park, 3020 Overton Road; and Gilchrist, 2805 Cahaba Road; the said posting to be made not later than the fourth Tuesday in July, 2019:

NOTICE OF SPECIAL MUNICIPAL ELECTION

Notice is hereby given that a special municipal election will be held in the City of Mountain Brook in the State of Alabama on Tuesday, the 24th day of September, 2019, between the hours of 7:00 a.m. and 7:00 p.m., Central Time, at which there will be submitted to the qualified electors of the said City, for their determination by ballot, the following proposition:

Shall the City of Mountain Brook be authorized to levy and collect at the rate of 2.06% (or 20.6 mills on each dollar) of the assessed value of taxable property in the City (being an increase of 10 mills), the special ad valorem tax authorized at an election held on May 20, 1947, and now being levied at the rate of 10.6 mills; said tax is to be levied and the proceeds thereof to be used for public school purposes in the City; said increase to be effective for each tax year of the City commencing with the tax year for which taxes of the City will become due and payable on October 1, 2020, and continuing for each successive tax year thereafter?

The said election shall be at the following regularly established voting places in the City at which shall be cast the ballots of the electors customarily voting at the said respective places:

<table>
<thead>
<tr>
<th>Polling District No.</th>
<th>Polling Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, Alabama 35213</td>
</tr>
<tr>
<td>2</td>
<td>Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, Alabama 35213</td>
</tr>
<tr>
<td>3</td>
<td>Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, Alabama 35223</td>
</tr>
</tbody>
</table>
Polling District No. | Polling Location
--- | ---
4 | Mountain Brook Community Church (Precinct 48, Box 4)
   | 3001 U.S. Highway 280
   | Mountain Brook, Alabama 35243
   | [smart phone mapping location]
   | 4428 Cahaba River Road
   | Birmingham, Alabama 35243

5 | Canterbury United Methodist Church (Precinct 46, Box 7)
   | 350 Overbrook Road
   | Mountain Brook, Alabama 35213

6 | Cherokee Bend Elementary School (Precinct 45, Box 2)
   | 4400 Fair Oaks Drive
   | Mountain Brook, Alabama 35223

Absentee Ballot Box | Mountain Brook City Hall
                   | 56 Church Street
                   | Mountain Brook, Alabama 35223

By order of the City Council.

Mayor of the City of Mountain Brook

(End of form of notice)
Section 4. **Form of Ballot.** The following is hereby adopted as the form of the official ballot to be used at the said election on the proposition referred to in the Notice of Election set out in Section 3 of this ordinance, which ballot shall be prepared under the direction of the City Clerk for use in the voting machines at the respective voting places:

**OFFICIAL BALLOT**

**SPECIAL MUNICIPAL TAX ELECTION**
**10 MILL INCREASE IN EXISTING 10.6 MILL SCHOOL TAX**
**CITY OF MOUNTAIN BROOK, ALABAMA**

**SEPTEMBER 24, 2019**

**INSTRUCTIONS TO VOTERS:** [The appropriate instructions to voters shall be printed here.]

**PROPOSITION**

Shall the City of Mountain Brook be authorized to levy and collect, at the rate of 2.06% (or 20.6 mills on each dollar) of the assessed value of taxable property in the City (being an increase of 10 mills), the special ad valorem tax authorized at an election held on May 20, 1947, and now being levied at the rate of 10.6 mills; said tax to be levied and the proceeds thereof used for public school purposes in the City; said increase to be effective for each tax year of the City commencing with the tax year for which taxes of the City will become due and payable on October 1, 2020, and continuing for each successive tax year thereafter?

<table>
<thead>
<tr>
<th></th>
<th>FOR said proposed 10 mill increase in existing 10.6 mill tax, resulting in said 2.06% (or 20.6 mills) additional rate of taxation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AGAInst said proposed 10 mill increase in existing 10.6 mill tax, resulting in said 2.06% (or 20.6 mills) additional rate of taxation</td>
</tr>
</tbody>
</table>

The form of the official absentee ballot to be used at the said election shall be the same as the foregoing form of the official ballot with the following exceptions:

In lieu of the words "Official Ballot" appearing at the head of the form thereof, there shall be inserted in the official absentee ballot the words "Official Absentee Ballot"; and there shall be included with the official absentee ballot the forms of affidavit for absent voters substantially equivalent to the forms of affidavit prescribed therefor by law.

Section 5. **Polling Places and Election Officials.** The polling or voting places in the City for the holding of the said election are hereby designated and appointed as follows:
<table>
<thead>
<tr>
<th>Polling District No.</th>
<th>Polling Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, Alabama 35213</td>
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<tr>
<td>2</td>
<td>Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, Alabama 35213</td>
</tr>
<tr>
<td>3</td>
<td>Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, Alabama 35223</td>
</tr>
<tr>
<td>4</td>
<td>Mountain Brook Community Church (Precinct 48, Box 4) 3001 U.S. Highway 280 Mountain Brook, Alabama 35243 [smart phone mapping location] 4428 Cahaba River Road Birmingham, Alabama 35243</td>
</tr>
<tr>
<td>5</td>
<td>Canterbury United Methodist Church (Precinct 46, Box 7) 350 Overbrook Road Mountain Brook, Alabama 35213</td>
</tr>
<tr>
<td>6</td>
<td>Cherokee Bend Elementary School (Precinct 45, Box 2) 4400 Fair Oaks Drive Mountain Brook, Alabama 35223</td>
</tr>
</tbody>
</table>

Absentee Ballot Box

Mountain Brook City Hall
56 Church Street
Mountain Brook, Alabama 35223

The Council will by resolution hereinafter to be adopted appoint and designate the election officials to conduct the said election at the said voting places.

Section 6. Canvass of Returns and Declaration of Results. The Council shall meet in the Council Chambers in the City Hall at 12:00 p.m., on October 1, 2019, being the first Tuesday after the holding of the election, for the purpose of canvassing the results and declaring the results of said election. The record of the results of the election shall be recorded in the minutes and proceedings of the Council and when so recorded said records shall be conclusive evidence of the matters therein stated and of the validity of the election, unless contested as required by law.

Section 7. Conduct of Election. Except as otherwise specifically provided herein, said special municipal election shall be conducted, canvassed, and the results thereof declared in the same manner as provided in Chapter 46 of Title 11 of the Code of Alabama 1975, as amended.

*   *   *

June 24, 2019
2018-2019 CLASSIFICATION SURVEY IMPLEMENTATION INSTRUCTIONS

RELEVANT DATES
Survey Adoption Date: June 11, 2019
Adoption Resolution from Legislators Due: No later than September 27, 2018
Implementation Effective Date: No later than for 1st payroll date that begins on or after October 1, 2019

IMPORTANT NOTE TO PAYROLL COORDINATORS
It is important that all personnel actions on any incumbent being affected by the survey in your jurisdiction are in the Personnel Board Human Resources system prior to the survey implementation date.

PROCEDURES
Each appointing authority must submit a resolution adopting or modifying the Survey recommendations as outlined in the realization report no later than September 27, 2018. Included in the Survey Adoption Resolution must be an implementation date no later than the first payroll date that begins on or after October 1, 2019. If a jurisdiction wishes to grant salary increases in increments where good increases are recommended, this should also be noted in the resolution. Procedures and information needed for survey implementation are as follows.

Change in Class (See 7.7, Rules and Regulations)
If there is no register or if the incumbent’s name is not on an existing register, request a Temporary Appointment and a Regular Appointment in Workday. If the incumbent is on an existing register, request a Regular Appointment in Workday.

1. Request a Temporary Appointment. The incumbent will initially be placed into the position by means of a temporary appointment. Submit a Requisition - under Reasons for Hire, select “Request Get List for Audit Results”, under Workforce Stability, select “Temporarily” and in the Department Comments box enter “to reclassify employee [name], employee number [number], new job class [classification], effective [implementation date]”. PBC will process the temporary appointment into Workday. If the action results in a promotion, the incumbent’s salary will be affected consistent with Sections 8.2(d) and 8.2(e) of the Rules and Regulations. To be permanently hired into the position the incumbent must submit an application for the job during the next announcement period, get the minimum qualifications.

2. Request a Regular Appointment. Submit a Requisition - under Reasons for Hire, select “Request Get List for Audit Results”, under Workforce Stability, select “Regular” and in the Department Comments box enter “to reclassify employee [name], employee number [number], new job class [classification], effective [implementation date]”. A list of employees will be sent to you. Select the name of the individual to be appointed and return to the PBC to erect the information into Workday. If the action results in a promotion, the incumbent’s salary will be affected consistent with Sections 8.2(d) and 8.2(e) of the Rules and Regulations.

If you have questions or need further information, feel free to contact us at classadmin@pb.co/jefferson.co.ak.us or 279-3538.

[Signatures]
Rebecca Brumley
Lee County Employment Management Specialist, Payroll/HR

[Signatures]
Lisa Holsby
Jefferson County, Payroll Department Head, Supervisor, Payroll Time Clerk, Vocational Counselor, Payroll Clerk, Vocational Counselor

[Appointments]
Verna Buckman, Warren

APPENDIX 1
**Retirement Window Analysis**

**June 20, 2019**

**Longevity & Net Salary & Annual**

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Retiree</th>
<th>Benefit</th>
<th>Savings</th>
<th>Cost</th>
<th>Savings</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>19,170</td>
<td>(5,020)</td>
<td>14,150</td>
<td>2,070</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>19,940</td>
<td>(4,210)</td>
<td>15,730</td>
<td>7,860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>20,740</td>
<td>(3,690)</td>
<td>17,050</td>
<td>12,840</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>21,570</td>
<td>(3,450)</td>
<td>18,120</td>
<td>18,030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>22,430</td>
<td>(3,250)</td>
<td>19,180</td>
<td>24,180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>23,330</td>
<td>(2,950)</td>
<td>20,380</td>
<td>20,380</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>24,260</td>
<td>(2,680)</td>
<td>21,580</td>
<td>21,650</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>$251,000</strong></td>
<td>($55,640)</td>
<td>($195,360)</td>
<td>($38,750)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Net present value discounted at 2% $20,138

**Note:** The above illustration represents the aggregate cost over a 13-year period assuming medical costs increase at 4% annually. The savings could be greater in the earlier years depending on the pay grade of the retiree and pay grades of employees subsequently promoted. Additionally, the aggregate cost decreases for employees over the age of 52 who elect to retire as their participation in the group medical insurance plan lasts for a maximum of 13 years.

The above analysis takes into consideration only the annual cost (savings) from the retirement employee and their replacement. Beginning in 2008, the City has been disclosing in its audit report financial information for the Other Post-Employment Benefit (OPEB) plan (i.e., retiree medical insurance) in a manner similar to it's accounting for the pension plan. The City reports an unfunded liability of $2.8 million. In spite of this unfunded liability for retiree medical costs, in my opinion, the City's policy of allowing its retirees to continue their participation in the City's group medical plan is justified for the following reasons:

1. Employee morale by a) increasing promotional opportunities and b) allowing employees emotionally ready for retirement the opportunity to do so
2. Reduces workers' compensation exposure especially in the more labor intensive positions

### Longevity & Net Retirement Cost

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Retiree</th>
<th>Benefit</th>
<th>Savings</th>
<th>Cost</th>
<th>Savings</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15,140</td>
<td>(5,020)</td>
<td>(10,120)</td>
<td>2,070</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>16,750</td>
<td>(5,020)</td>
<td>(11,730)</td>
<td>7,860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>18,360</td>
<td>(5,020)</td>
<td>(13,340)</td>
<td>12,840</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>19,040</td>
<td>(5,020)</td>
<td>(14,020)</td>
<td>18,030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>17,720</td>
<td>(5,020)</td>
<td>(12,720)</td>
<td>24,180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>18,430</td>
<td>(5,020)</td>
<td>(13,430)</td>
<td>21,650</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Net Monthly Cost** $1,202

**Medical trend and inflation** 4.0% 2.0%
for Road Improvements Pop Drive, Mountain Brook

For whom it may concern,

The following is an estimate of the improvements to be made to Pop Drive. Some of this work, such as the storm pipe in the area located in Vestavia, Vestavia and Vestavia will get the bulk of this work. It is unknown if some of the water will be eliminated. This will depend on how much grading we can do without losing rock, utilities, and grading into private property.

1. Clear and grade ROW
   - 10" to 20" x 117’ and haul off debris
   - 2. Add an additional 8’ to RCP pipe
   - 3. Two junction boxes: one headwall
   - 4. Approximately 1’ black wall
   - 5. 87’ long with rock face
   - 6. Round off berm adhered concrete sidewalk

   Total: $5,000.00

Kadco, LLC will be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overrun in the bank. Kadco, LLC is also planning to install traffics lights on the drive which they prefer to purchase them rather than rent them for Alabama Power. The cost of lights is unknown at this time. We are asking the City of Mountain Brook to contribute a lump sum amount of $20,000.00.

Thank you,

Charles Rosler, President
Kadco, LLC

WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, requires that a public works project be performed by a licensed general contractor and defines a "general contractor" as:

"Each who, for a fixed price, construction, fee, or wages, undertakes to construct or supervise the construction, alteration, maintenance, repair, rehabilitation, remodeling, relocating, or demolishing of any building, highway, sewer, street, or public work, or on any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars ($50,000.00) or more, shall be deemed and hold to have engaged in the business of general contracting in the State of Alabama."

WHEREAS, Title 35-2-2(g), Code of Alabama, 1975, provides in pertinent part as follows:

"Any person entering into a contract with an amount in excess of fifty thousand dollars ($50,000), for awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an unincorporated city, this requirement for sealed bids in any contract for work or service that is in excess of fifty thousand dollars ($50,000), shall be advertised for sealed bids in the manner prescribed by this section."

WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, provides as follows:

"An awarding authority may limit contracts for public works involving fifty thousand dollars ($50,000.00) or less to the work or without advertising or sealed bids; and

Contract

WHEREAS, City of Birmingham is the awarding authority in this contract for public works involving a sum in excess of fifty thousand dollars ($50,000), as described in the contract document.

WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, provides in pertinent part as follows:

"The City of Birmingham shall be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overrun in the bank. Kadco, LLC is also planning to install traffics lights on the drive which they prefer to purchase them rather than rent them for Alabama Power. The cost of lights is unknown at this time. We are asking the City of Mountain Brook to contribute a lump sum amount of $20,000.00.

Thank you,

Charles Rosler, President
Kadco, LLC

Contract

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WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, provides in pertinent part as follows:

"Any person entering into a contract with an amount in excess of fifty thousand dollars ($50,000), for awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an unincorporated city, this requirement for sealed bids in any contract for work or service that is in excess of fifty thousand dollars ($50,000), shall be advertised for sealed bids in the manner prescribed by this section."

WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, provides in pertinent part as follows:

"An awarding authority may limit contracts for public works involving fifty thousand dollars ($50,000.00) or less to the work or without advertising or sealed bids; and

Contract

WHEREAS, City of Birmingham is the awarding authority in this contract for public works involving a sum in excess of fifty thousand dollars ($50,000), as described in the contract document.

WHEREAS, Kadco, LLC at Page 34-8 (11), Code of Alabama, 1975, provides in pertinent part as follows:

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"An awarding authority may limit contracts for public works involving fifty thousand dollars ($50,000.00) or less to the work or without advertising or sealed bids; and

Contract

WHEREAS, City of Birmingham is the awarding authority in this contract for public works involving a sum in excess of fifty thousand dollars ($50,000), as described in the contract document.
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Developer mutually and expressly agree as follows:

I. PRELIMINARIES

The initial set forth in the premises above and hereby incorporated into this Contract by reference as though set out fully herein.

II. THE WORK

Developer shall cause a sidewalk to be constructed on the north side of Fox Drive in the City of Victoria Hills, Alabama, 35173, pursuant to the following terms, provisions, conditions and requirements.

A. The sidewalk shall be constructed in accordance with Article 3 of the Public Works Manual of the City of Victoria Hills, Alabama, a copy of which is attached hereto, marked as Exhibit 1 and incorporated into this Contract by reference as though set out fully herein.

B. The sidewalk shall extend for a distance of approximately one thousand two hundred (1,200) linear feet; and

C. The sidewalk shall be constructed on the east side of the road, which is attached herein, marked as Exhibit 2 and incorporated into this Contract by reference as though set out fully herein;

D. The sidewalk shall be constructed in accordance with the design prepared by HagerCo-LLC, a copy of which is attached hereto, marked as Exhibit 3 and incorporated into this Contract by reference as though set out fully herein;

E. The sidewalk shall include any and all items set forth on the Engineer’s plans for the Project Cost, a copy of which is attached hereto, marked as Exhibit 4 and incorporated into this Contract by reference as though set out fully herein;

F. The sidewalk, curb, gutter, double wing streets, access trail in sidewalk, landscaping, the curbing and other improvements shall be constructed in accordance with the final full engineering plans, specifications prepared by HagerCo-LLC;

G. The labor, material and services described above shall hereinabove referred to as the "work."

III. PERFORMANCE BOND

The Developer, prior to the commencement of the work, shall execute and deliver a Performance Bond equal to one hundred percent (100%) of the contract price as required by Title 20-A, Code of Alabama, 1975. The form of the Performance Bond shall be AIA Document A101-2013, a copy of which is attached hereto, marked as Exhibit 5 and incorporated into this Contract by reference as though set out fully herein.

IV. PAYMENT BOND

The Developer, prior to the commencement of the work, shall execute and deliver a Payment Bond equal to sixty percent (60%) of the contract price as required by Title 20-A, Code of Alabama, 1975. The form of the Payment Bond shall be AIA Document A101-2013, a copy of which is attached hereto, marked as Exhibit 6 and incorporated into this Contract by reference as though set out fully herein.

V. FINAL DRAWINGS, PLANS AND SPECIFICATIONS

The final drawings, plans and specifications for the work must be prepared by a professional engineer as required by Title 34-A, Code of Alabama, 1975.

VI. APPROVAL OF FINAL DRAWINGS, PLANS AND SPECIFICATIONS OF CITY

The work shall not commence unless and until the City has approved the final drawings, plans and specifications prepared by the professional engineer, HagerCo-LLC.

VII. APPROVAL OF CONSTRUCTION CONTRACT

Any and all Construction Contracts by and between Developer and Contractor for the performance of the work shall be approved in writing by the City prior to commencement of the work.

If Developer enters into a Construction Contract with a Licensed General Contractor ("Contractor") for the performance of the work, the contract event both Developer and General Contractor shall be in good standing with the City and any and all terms, conditions and requirements specified in the agreement executed by Developer and Licensed General Contractor shall contain the following language:

"The Licensed General Contractor hereby agrees to be legally obligated to and accepts any and all terms, conditions and requirements of Developer as forth set forth in this Agreement [VIII(2)] of that certain Contract by and between HagerCo, LLC, as "Developer," and the City of Victoria Hills, Alabama, as "City." A copy of said Contract is attached hereto, marked as Exhibit A and incorporated into this Contract by reference as though set out fully herein."

VIII. QUALITY OF WORK

All labor, materials and installation of equipment, materials and supplies supplied by the Developer in the performance of this Contract shall be done to a professional, proficient and workmanlike manner.

IX. LIABILITY INSURANCE

The Developer shall maintain must separate and separate General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars ($1,000,000.00) per person and Two Million Dollars ($2,000,000.00) per occurrence, as more fully set forth in the City, by Mayor, City Manager, Individual City Council members, officers, agents, employees or representatives, the Developer and its Licensed General Contractor, for damages against anyone or any person because of accidents which may occur or result from operations under this contract, such insurance shall cover the use of any and all equipment, including but not limited to machinery, tools, motors, vehicles, trailers and other vehicles necessary to perform the work and installations and carried on this Contract.

The Developer shall cause, during the life of this Contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars ($500,000.00) to be in place within the Developer's Licensed General Contractor for damages which might arise from the work performed under this contract.

Before commencing work, the Developer shall submit evidence of the insurance required above to the City for review and approval. Such insurance shall be carried with a nationally recognized insurance company, licensed in the state and approved by the City and shall be kept in full force and effect until the Developer's work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the Developer's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

X. ADDITIONAL INSURANCE

The Developer shall cause all of the insurance policy provisions described in Section XIX of the Contract above (except for the Wrecker's Companson coverage) to include:

A. The City of Victoria Hills, Alabama, and the Mayor, City Manager, Individual City Council members, officers, agents, employees or representatives and additional insured insurer for events arising under this contract in the amount of up to $500,000 but not to exceed the amount which might arise from the work performed under this contract.

B. The City of Victoria Hills, Alabama, and the Mayor, City Manager, Individual City Council member, officers, agents, employees or representatives as additional insureds for events arising under this contract in the amount of up to $500,000 but not to exceed the amount which might arise from the work performed under this contract.
XVII. ASSIGNMENT

This Contract shall not be assignable by the Developer in any event without having first obtained the written consent of the City of Vestavia Hills, Alabama evidenced by a properly executed resolution of the City Council.

XVIII. GENERAL COMPLIANCE WITH APPLICABLE LAWS

The developer shall comply with the provisions of the laws and all other federal, state and local laws, rules, codes, rules, regulations, ordinances and restrictions that are applicable to the performance of this Contract between the City and Developer, including specifically, but not limited to O&G Code Sections 1790, 2790 and 2791 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

XIX. EXISTING UNDERGROUND UTILITIES

Before any work is done in the vicinity of an existing underground utility line the developer shall consult with the owner of the utility lines in advance and verify the exact locations. The developer shall be held liable for any damage to utilities in the execution of this Contract.

XX. ACCIDENT PREVENTION

The Developer shall comply with all government regulations at all times for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of the performance of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Improperly designed and installed utilities shall be governed in accordance with the safety provisions of the "National Fire Prevention in Construction" published by the American Contractors Association, Inc., to the extent that such provisions are not inconsistent with applicable local laws.

XXI. INSPECTION

All materials and workmanship shall be subject to inspection, examination or test by the City at any and all times during manufacture or construction and at any and all places where such manufacture or construction is being carried on. The developer shall have the right to reject defective material or workmanship as hazardous and require that such work or material be corrected in accordance with the City's instructions. Unauthorized workmanship shall be unconditionally rejected. Rejected material shall be properly aggregated and removed from the premises and the developer shall be reimbursed for the cost of removing rejected material, or persons therein, the value of all, unless the developer shall so agree.

XXII. CONTRACT TERMINATION

The Contract, in whole or in part, may be terminated by the developer in the event either party to the Contract shall fail to comply with any provisions of this Contract. The developer shall have the right to discontinue work and stop all construction if the developer shall have been awarded a contract and if the developer shall have been awarded a contract and the developer shall have completed the work within the time specified in the contract.

XXIII. GENERAL GUARANTY BY DEVELOPER

Within the final certificates of payment under any provision in the Contract or any partial or whole completion of the improvements ordered to be carried out by the developer in accordance with the Contract, the developer shall guarantee to the City, at the developer's expense, the completion of the work in accordance with the terms and conditions of the Contract. The developer shall guarantee against any defects in the work and pay for any damage in the work which may be caused by the developer's failure to complete the work in accordance with the terms and conditions of the Contract. The developer shall guarantee against any defects in the work which may be caused by the developer's failure to complete the work in accordance with the terms and conditions of the Contract. The developer shall guarantee against any defects in the work which may be caused by the developer's failure to complete the work in accordance with the terms and conditions of the Contract.

XXIV. REMOVAL OF體驗 AND LEAVING

The developer shall, promptly and as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights of way in a proper condition. Upon completion of the work, the developer shall remove all temporary and permanent equipment, including all scaffolding, heavy equipment and other construction equipment from the Project Area, and shall leave the same in a proper condition. The developer shall remove all temporary and permanent equipment, including all scaffolding, heavy equipment and other construction equipment from the Project Area, and shall leave the same in a proper condition.

XXV. EXECUTION

By signing this Contract, the undersigned parties affect, for the duration of the Contract, that they will not violate federal regulations or laws and regulations of any state or local government, and that they will not violate federal regulations or laws and regulations of any state or local government. The undersigned parties agree that they will not violate federal regulations or laws and regulations of any state or local government.
H. **Binding Effect:** The Contract shall be to the benefit of, and shall be binding upon City and Developer and their heirs, successors and assigns.

I. **Enforceability:** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. **Entire Agreement:** This written Contract contains the entire agreement between the City and the Developer.

IN WITNESS WHEREOF, the City and Developer have hereunto caused this Contract to be executed by their duly authorized officers and their respective seals to be affixed hereon this 1st day of December, 2018.

**CITY OF VESTAVIA HILLS, ALABAMA**
A Municipal Corporation

By: Ashley C. Cory
Mayor

By: Jeffery D. Deems
City Manager

**ATTERTED**

By:

**DEVELOPER:**
KAIPO, LLC
An Alabama Limited Liability Company

By: ________________________

**ATTERTED**

By: ________________________

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**STATE OF ALABAMA**
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Municipal Public Inland for said County, in said State, hereby certify that Ashley C. Cory, Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, in said State, is the official having the duty of recording the instrument hereof, and that he, as such officer, is so certified, and that the instrument, is, as such officer and with full authority, executed the same voluntarily and for and in the name of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 1st day of December, 2018.

______________________________
Notary Public

My Commission Expires:

---

**STATE OF ALABAMA**
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Municipal Public Inland for said County, in said State, hereby certify that Jeffery D. Deems, Clerk of the City of Vestavia Hills, Alabama, a municipal corporation, is the official having the duty of recording the instrument, and that said officer and with full authority, executed the same voluntarily for and in the name of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the 1st day of December, 2018.

______________________________
Notary Public

My Commission Expires:

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Creation of an AGZA Green Zone
Proposal for the City of Mountain Brook, AL
May 3, 2019 Draft

The American Green Zone Alliance (AGZA) and Quiet Communities (QC) are pleased to submit this proposal to the Town of Mountain Brook to:

- Initiate an AGZA Green Zone™ program - complete with impact metrics
- Professionally train and certify municipal staff as AGZA Certified Service Pros

Gas powered lawn and garden equipment accounts for substantial amounts of air pollution, noise and waste. Transitioning to battery electric equipment (including leaf blowers) would result in substantial reductions in emissions, noise, and chemical and solid waste benefiting the health of workers, the public, and the environment.

An AGZA Green Zone is a property certified in using zero-emissions, low noise tools - battery electric and manual - for all routine maintenance activities. The proposed project would create an initial AGZA Green Zone at a selected property, e.g., Jermison Park/Trail. This will allow Mountain Brook to lead by example in the state and region, and provide the means to demonstrate and communicate the health, environmental and economic benefits of zero emissions, low noise maintenance.

1. AGZA Green Zone Program Initiation

AGZA and QC will work closely with Mountain Brook’s leaders and Department of Public Works to determine the site of the new AGZA Green Zone. A structured five phase process will be implemented:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evaluation of the property and grounds maintenance operations - including impact assessment</td>
</tr>
<tr>
<td>2</td>
<td>Selection of equipment and battery tools to maximize work productivity and ROI</td>
</tr>
<tr>
<td>3</td>
<td>Education and training in operation, storage, and handling of the equipment to ensure aesthetic quality and work productivity</td>
</tr>
<tr>
<td>4</td>
<td>Implementation of routine maintenance with battery electric equipment</td>
</tr>
<tr>
<td>5</td>
<td>Certification of workers and property; ribbon cutting ceremony is optional</td>
</tr>
</tbody>
</table>

Deliverables: A Sustainability Impact Report to demonstrate baseline impacts of gas-powered maintenance activities and the reductions in impacts as the property transitions to zero emissions, low noise equipment.

2. Professional Certification

Assuming the City contracts for the workshop and Green Zone Program, municipal workers will have access to the AGZA Service Pro Certification Online: a 15-lesson professional certification program providing education and training in basic aspects of battery electric landscape maintenance. Access will be provided during the time over which the project takes place and for a reasonable period beyond, free of charge.

Fees and Expenses

Fees for the proposal components are listed below. Out-of-pocket costs such as expenses for travel, printing/copying will be charged at cost.

<table>
<thead>
<tr>
<th>Component</th>
<th>Fees</th>
<th>Costs Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGZA Green Zone at initial property</td>
<td>$7,000</td>
<td>Equipment, warranties, signage, out-of-pocket travel, printing, etc.</td>
</tr>
<tr>
<td>AGZA Service Pro Certification</td>
<td>$0 when added to AGZA Green Zone</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Terms

Payment should be made as follows (net 30 days):

- 50% upon acceptance
- 25% plus out-of-pocket expenses upon completion of the workshop
- 25% plus out-of-pocket expenses upon delivery of the Sustainability Impact Report and Progress Report

Please remit payments to Quiet Communities, Inc., PO Box 533, Lincoln, MA 01773. The EIN for Quiet Communities is 46-2833296.

An authorized signature below indicates agreement to accept this proposal and adhere to its payment schedule and terms.

Stewart Welch, Mayor
City of Mountain Brook

Jamie Banks, Executive Director
Quiet Communities, Inc.

Date ____________________________

LEVEL 3

860

2019-092

APPENDIX 5
Luther Barner (Barney) Lanier
June 6, 2019

Barney Lanier is President of John H. Lanier Co., Inc. which is construction subcontractor and manufacturers representative providing construction products for various commercial and light industrial projects. I began with the company in 1976 as a salesperson and estimator and became the owner in 1989. The company experience deals in aluminum and steel windows for commercial glass and glazing, metal panels, translucent assemblies, architectural grilles, architectural fiberglass and precast concrete.

I was born in Mountain Brook and attended Crestline Elementary, Mt. Brook Jr. High and graduated from Mt. Brook High School in 1971. I graduated from Auburn University in 1975 with the degree of Bachelor of Science in Building Construction.

I am a member of and have served various organizations including Independent Presbyterian Church, the Alabama Golf Association (President in 1997-1998), Monday Morning Quarterback Club, the Country Club of Birmingham (President 2003), Willow Point Country Club (President 2012) and the Auburn University Alumni Association.

I am married to the former Barbara Barton who is also a lifetime Mountain Brook resident. We have two children; Dorothy Lanier Russell and Luther Barner Lanier, Jr. Barbara and I reside in Crestline at 10 Pine Ridge Lane.
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