

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JUNE 24, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 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

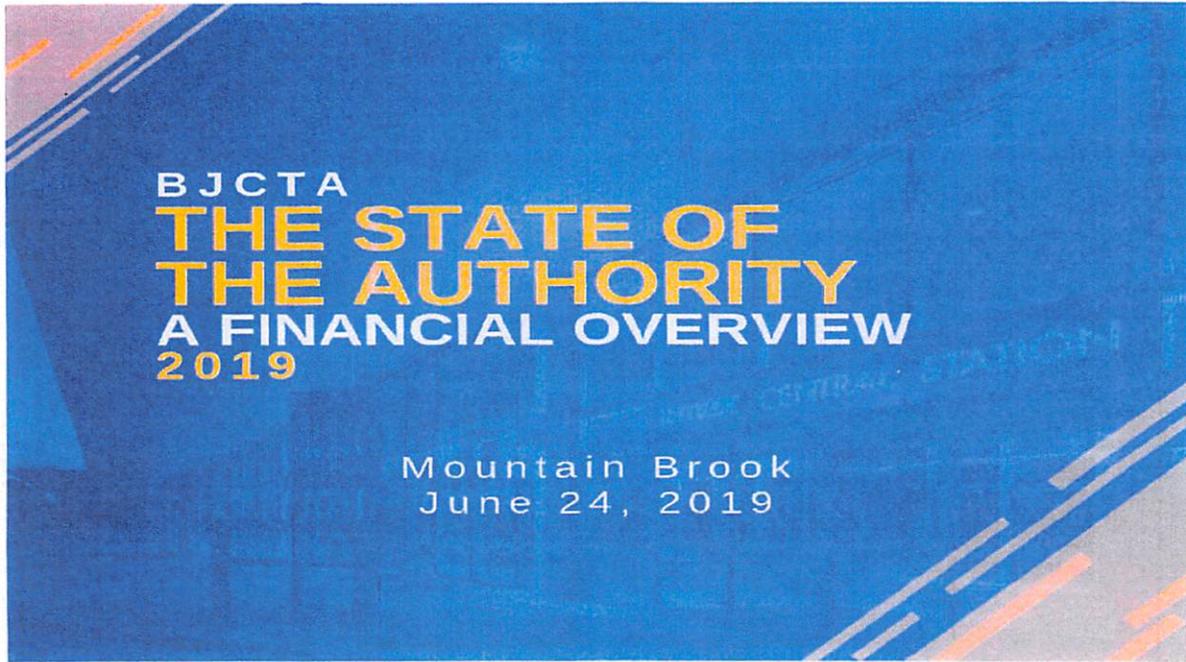
There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 7:30 p.m.

## 4. CERTIFICATION

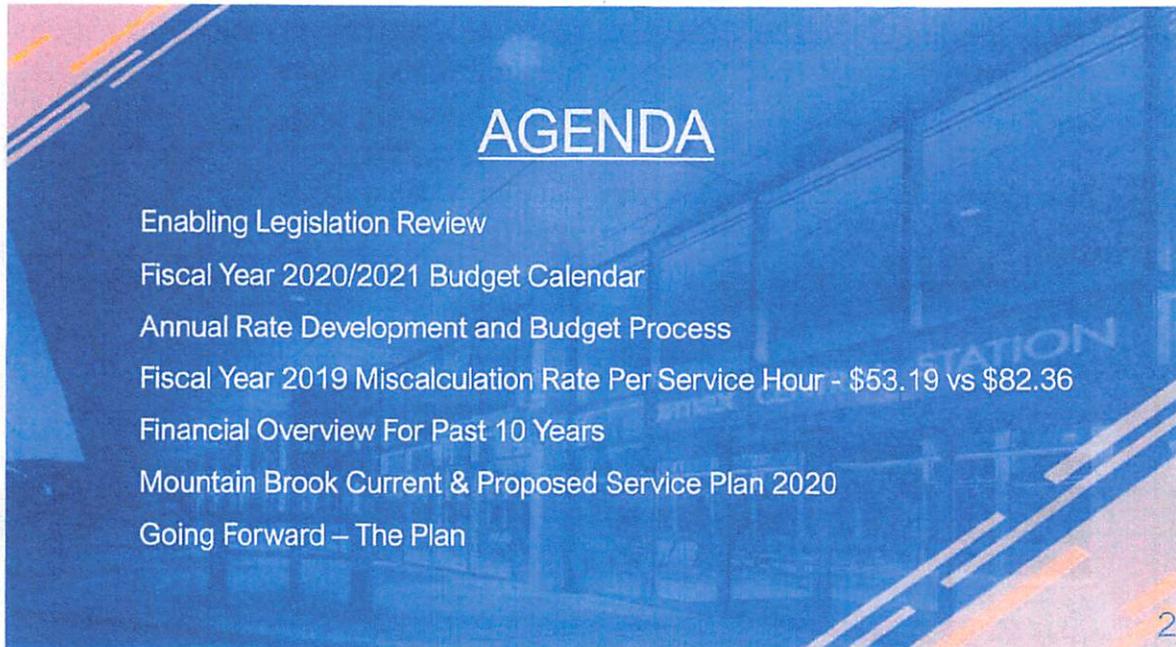
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on June 24, 2019, and that the meeting was 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.



City Clerk



APPENDIX 1



## ENABLING LEGISLATION

SECTIONS	DESCRIPTION	DETAILS
Section 24	Annual amt to be paid to BJCTA by Jefferson Co.	<ol style="list-style-type: none"> <li>Determine the ad valorem taxes collected for the county within the city limits of each municipality served by BJCTA.</li> <li>County shall pay 5.5% of the 1<sup>st</sup> \$18,181,819 of taxes from 1 above, plus 2.5% of the taxes in excess of \$18,181,819.</li> <li>County shall determine the number of residents of the county residing in unincorporated areas having access (reasonable walking distance) to BJCTA services. County shall pay BJCTA from its general fund, \$1.00 per capita (per person) of the residents served.</li> </ol>
Section 25	Annual amt to be paid to BJCTA by B'ham	<ol style="list-style-type: none"> <li>Determine the ad valorem tax collected by the county within the city limits of Birmingham.</li> <li>Pay BJCTA 10% of the amount determined in step 1 above.</li> </ol>
Section 26	Request for transit service by municipalities (MARCH 1 <sup>ST</sup> )	<ol style="list-style-type: none"> <li>Municipalities shall file a written request for service setting forth the routes and frequency of service requested.</li> </ol>
Section 27	BJCTA Annual Budget (MAY 1 <sup>ST</sup> )	<ol style="list-style-type: none"> <li>Submit a written budget to the county and each municipality that requested service in Section 26 above.</li> <li>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.</li> <li>Municipalities that request service that requires vehicles to travel through areas not served by BJCTA, are responsible for the operating time from the last scheduled pick-up until the vehicles reach the city limits of the requesting municipality.</li> <li>The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget</li> </ol>

APPENDIX I

## ENABLING LEGISLATION (continued)

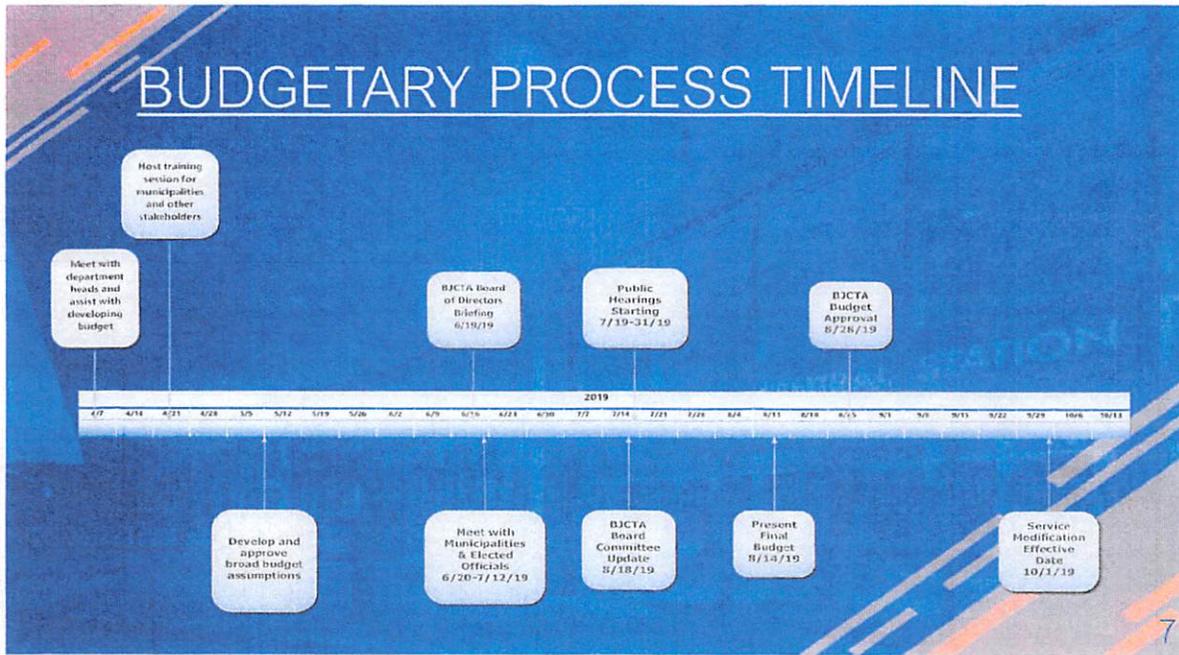
SECTIONS	DESCRIPTION	DETAILS
Section 27	Budget Review (MAY 15 <sup>TH</sup> )	<ol style="list-style-type: none"> <li>The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget and, by written request, reduce the budget in any area it deems to be excessive.</li> </ol>
Section 28	Certify Routes (JUNE 1 <sup>ST</sup> )	<ol style="list-style-type: none"> <li>Each municipality shall certify in writing to BJCTA the routes to be operated during the forthcoming FY and agree to make payments to BJCTA as provided in Section 9 below. The routes are subject to equipment availability</li> </ol>
Section 29	Cost Allocation	<ol style="list-style-type: none"> <li>All of the municipalities served may by written agreement filed with BJCTA, agree to allocate costs of operation by any such route on a basis different than provided herein.</li> </ol>
Section 30	Annual Amount to be Paid by Municipalities (SEP 15 <sup>TH</sup> )	<ol style="list-style-type: none"> <li>Annual amount to be paid to BJCTA 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 27.2 above.</li> </ol>
Section 32	Payments	<ol style="list-style-type: none"> <li>The required payments shall be made on a monthly basis or such other payment schedule as the County, B'ham or municipality shall agree to with BJCTA.</li> </ol>
Section 33	Audit	<ol style="list-style-type: none"> <li>The County, B'ham and each participating municipality shall have the right to audit, at its own expense, the records of BJCTA.</li> </ol>



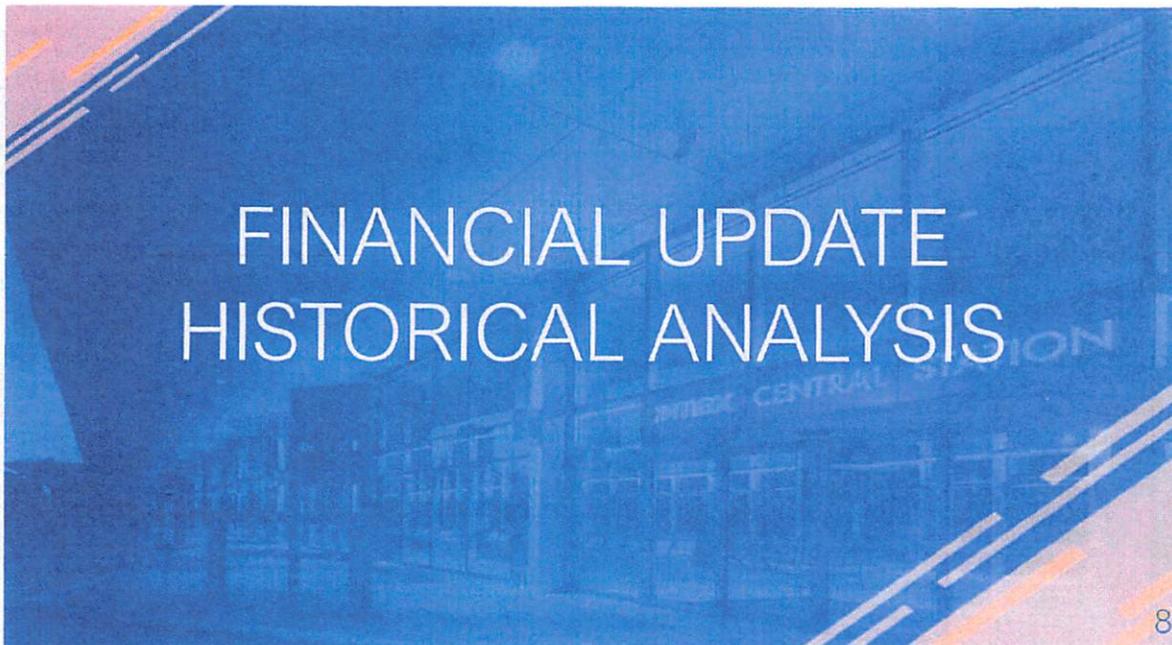
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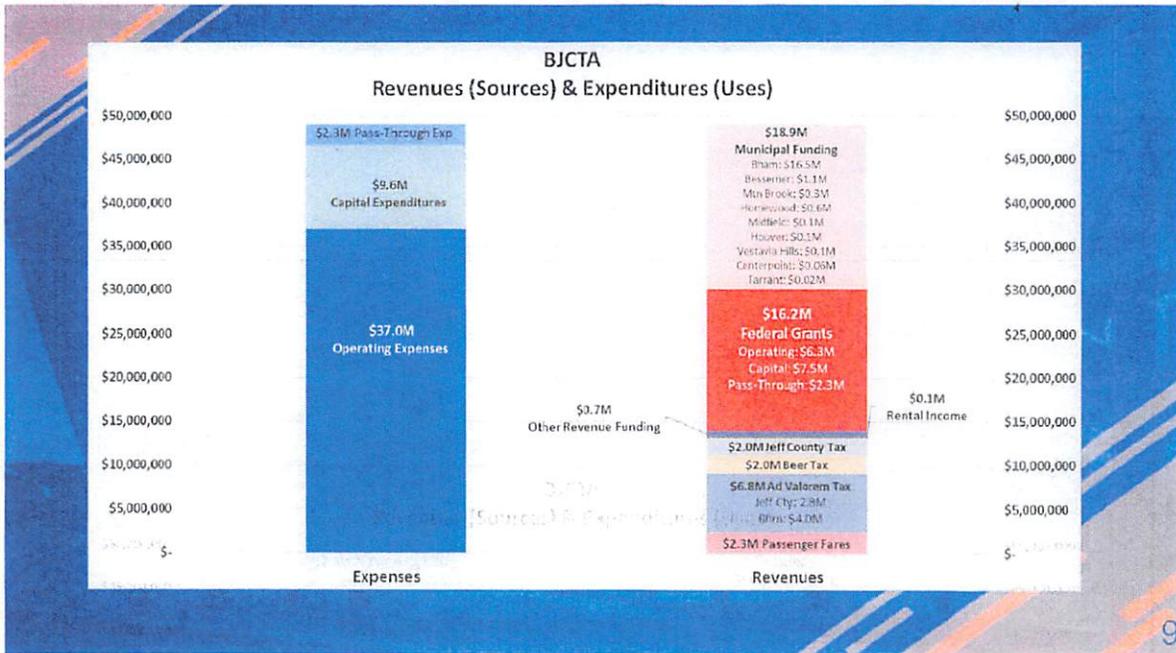
## BUDGET CALENDAR (continued)

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

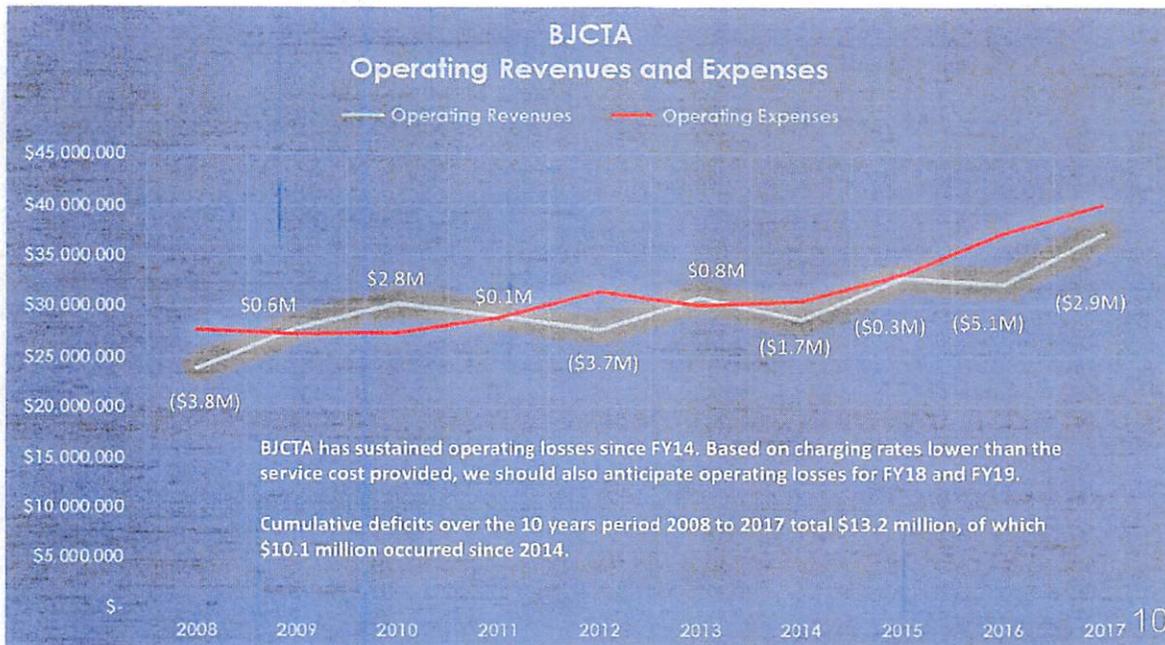


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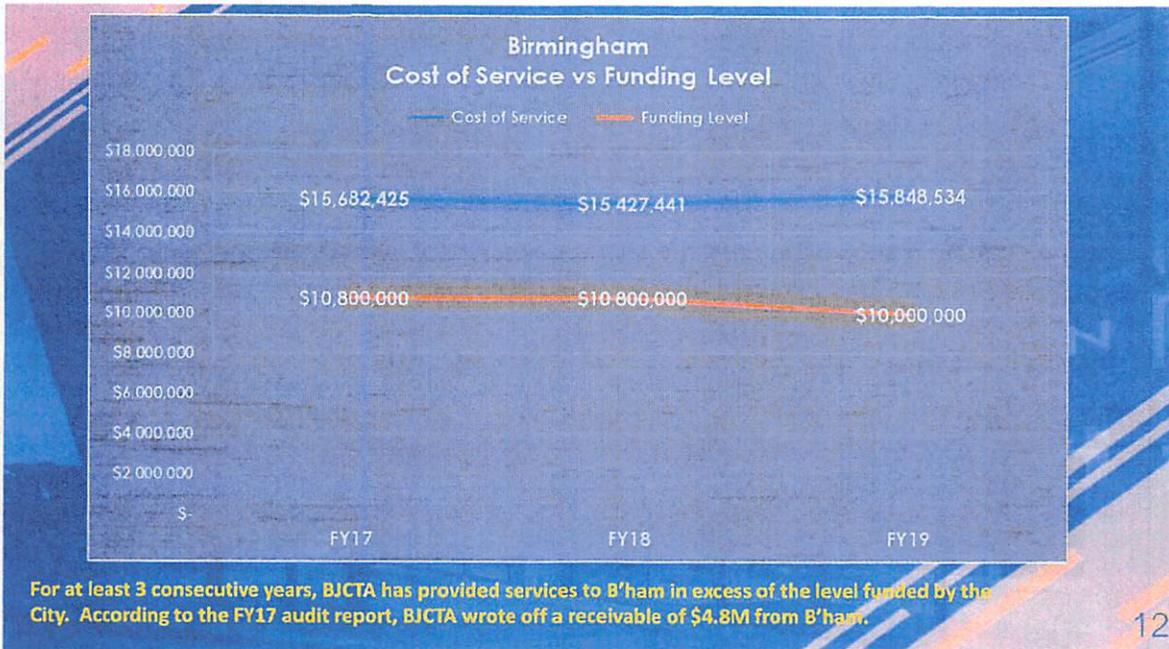


APPENDIX 1





APPENDIX 1



**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**  
**Fiscal Year 2019 Rate Computation**  
**Original Computation Compared to Revised Computation**  
**(\$000 Omitted)**

Description	Orig. 2019 Rate Base	Corr. 2019 Rate Base	Difference
<b>Expenditures</b>			
Operating expenditures	36,985	36,985	-
Capital expenditures (local funded)	3,544	2,147	1,397
<b>Capital expenditures (federal funded)</b>	-	<b>7,517</b>	<b>(7,517)</b>
<b>Total projected costs</b>	<b>40,529</b>	<b>46,649</b>	<b>(6,120)</b>
<b>Revenues</b>			
Farebox revenues	2,302	2,302	-
Federal grant revenues (for operations)	14,174	6,330	7,844
<b>Federal grant revenues (for capital)</b>	-	<b>7,517</b>	<b>(7,517)</b>
Ad Valorem tax revenue	6,828	6,828	-
Jefferson County tax revenue	4,000	4,000	-
Rental Income	143	143	-
Other revenue (D)	657	569	88
<b>Total projected revenues</b>	<b>28,104</b>	<b>27,689</b>	<b>415</b>
<b>Unfunded costs</b>	<b>(12,425)</b>	<b>(18,960)</b>	<b>6,535</b>
Projected hours of operation	230,212	230,212	-
<b>Rate to cover costs based on 230,212 hours</b>	<b>53.97</b>	<b>82.36</b>	<b>(28.39)</b>

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

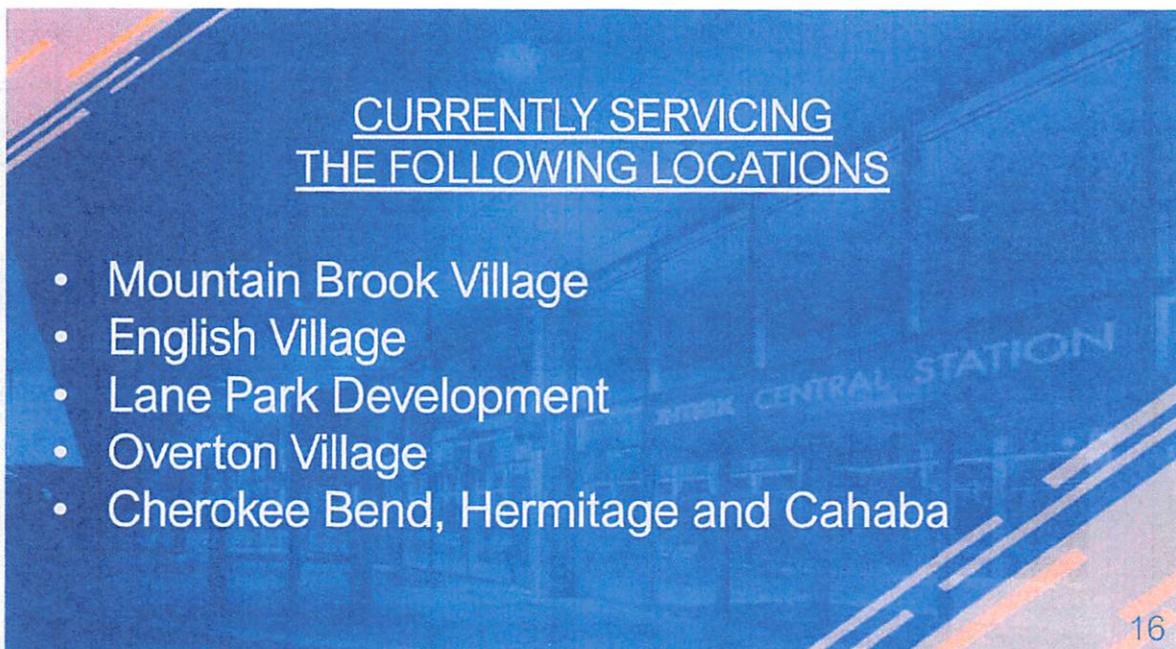
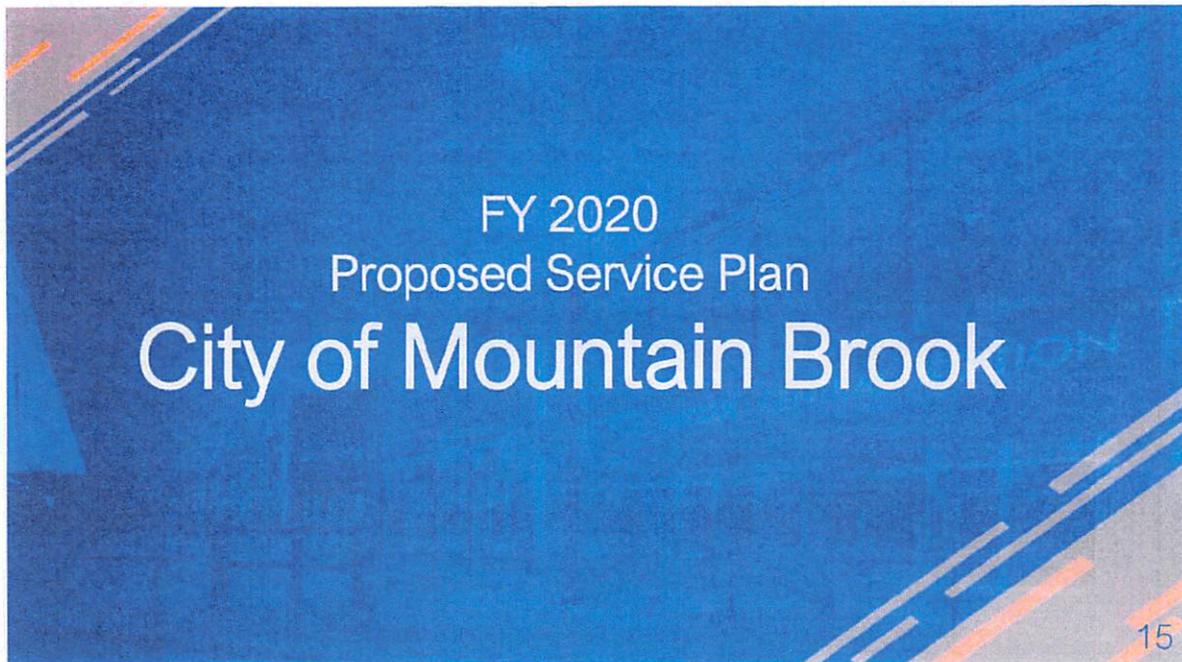
Because of charging a lower rate, we will not recover \$6.5M in operating costs in FY19.

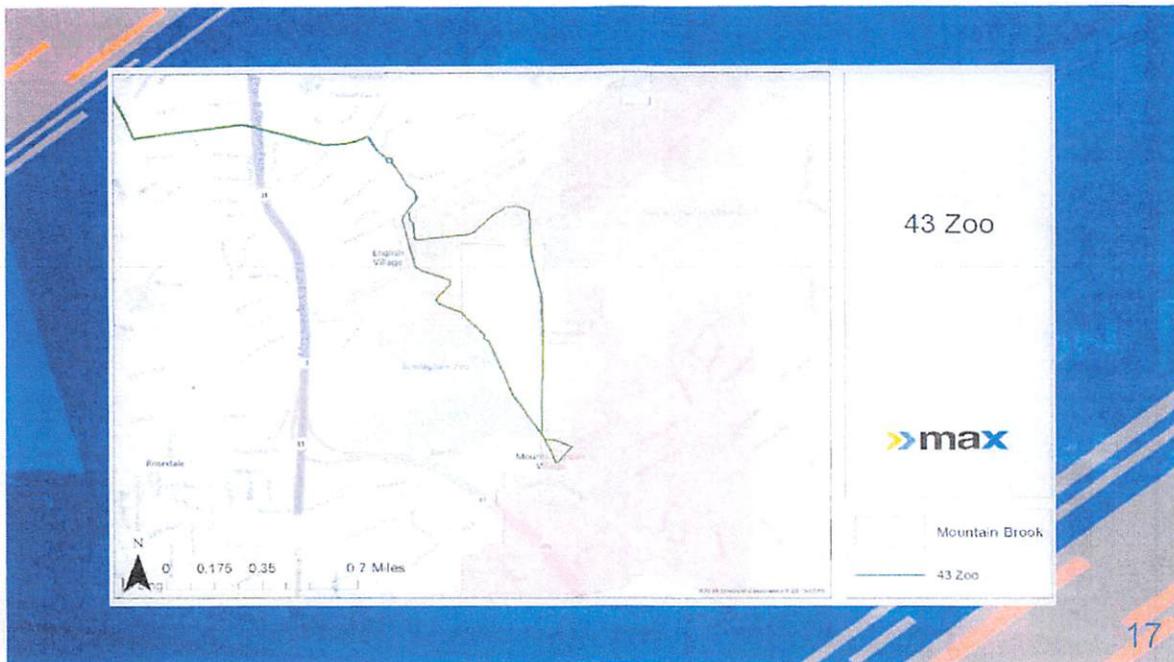
**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**  
**History of Federal Funds Received**  
**(\$000 Omitted)**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Federal Grants</b>										
<b>Operations</b>	<b>8,069</b>	<b>6,404</b>	<b>6,591</b>	<b>6,294</b>	<b>5,743</b>	<b>5,710</b>	<b>6,000</b>	<b>6,109</b>	<b>8,746</b>	<b>7,602</b>
Pass-Through	1,304	1,409	3,635	4,127	3,536	3,109	3,237	4,314	4,302	4,479
Capital	476	38	446	6,970	99	-	5,373	29	297	6,762
	<b>9,849</b>	<b>7,852</b>	<b>10,672</b>	<b>17,391</b>	<b>9,378</b>	<b>8,820</b>	<b>14,611</b>	<b>10,452</b>	<b>13,345</b>	<b>18,843</b>

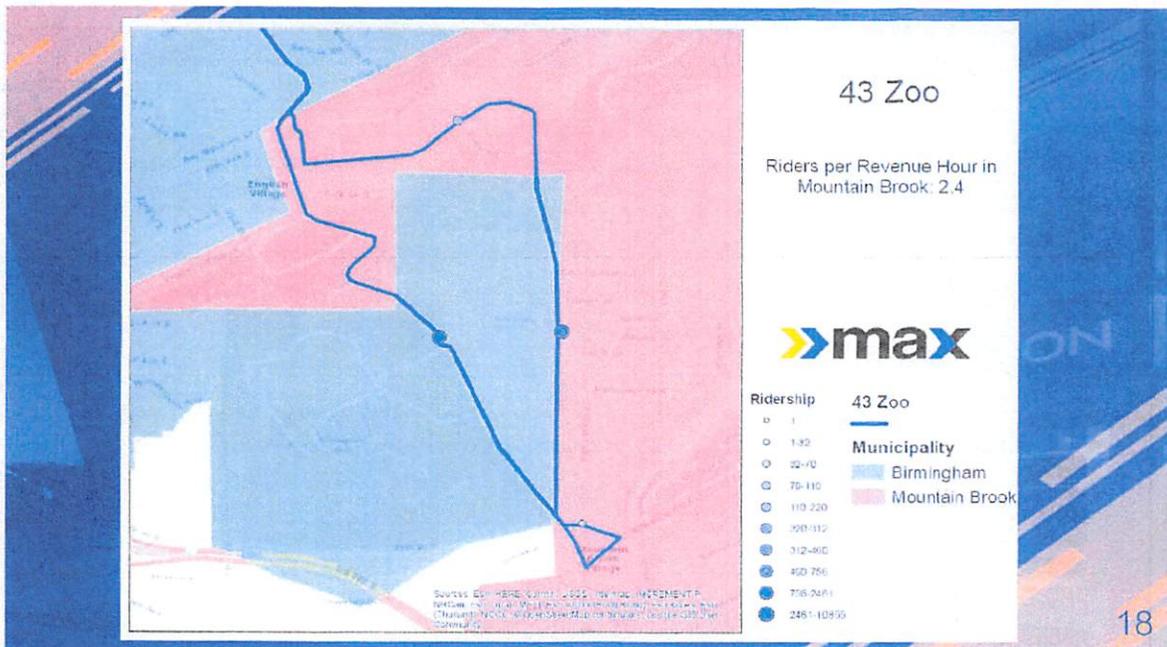
Note that over the past 10 years, at no time has BICTA received close to \$14M to cover operating expenses.

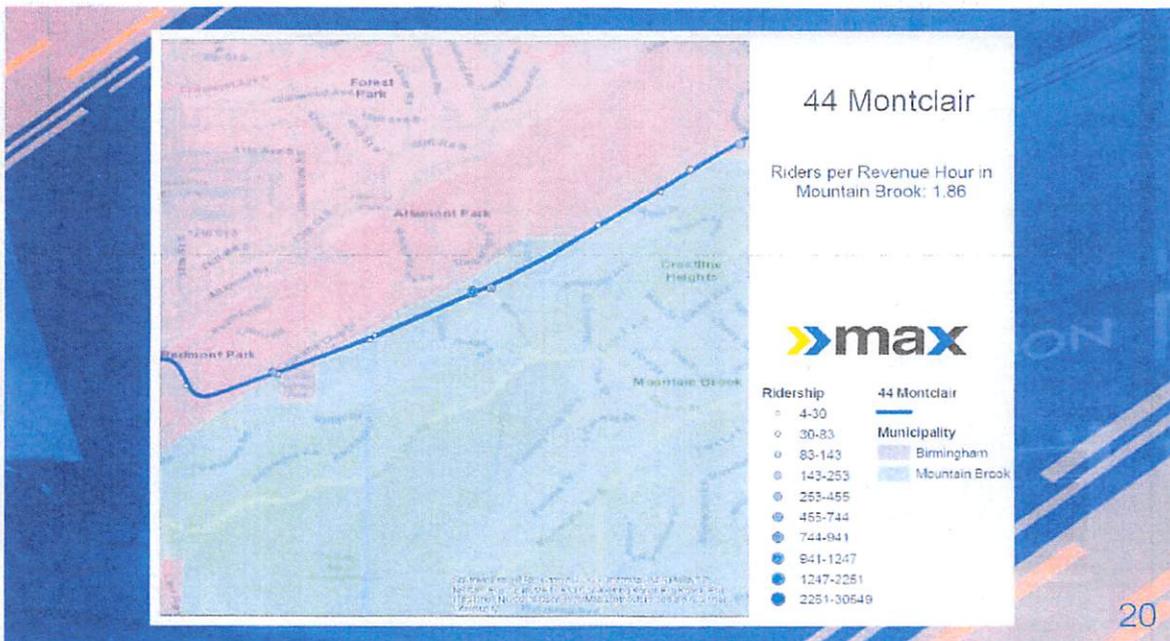
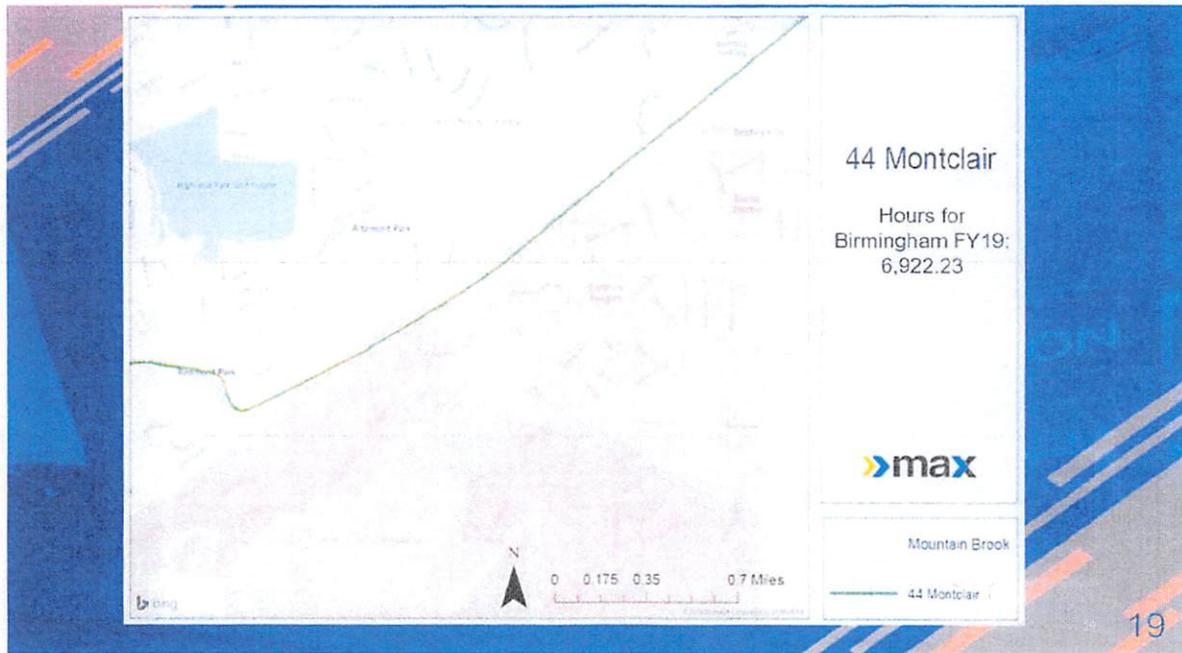
In general, the years with higher federal funded amounts usually represent years where federal funds were provided to cover pass-through expenses and/or capital expenditures for vehicles.

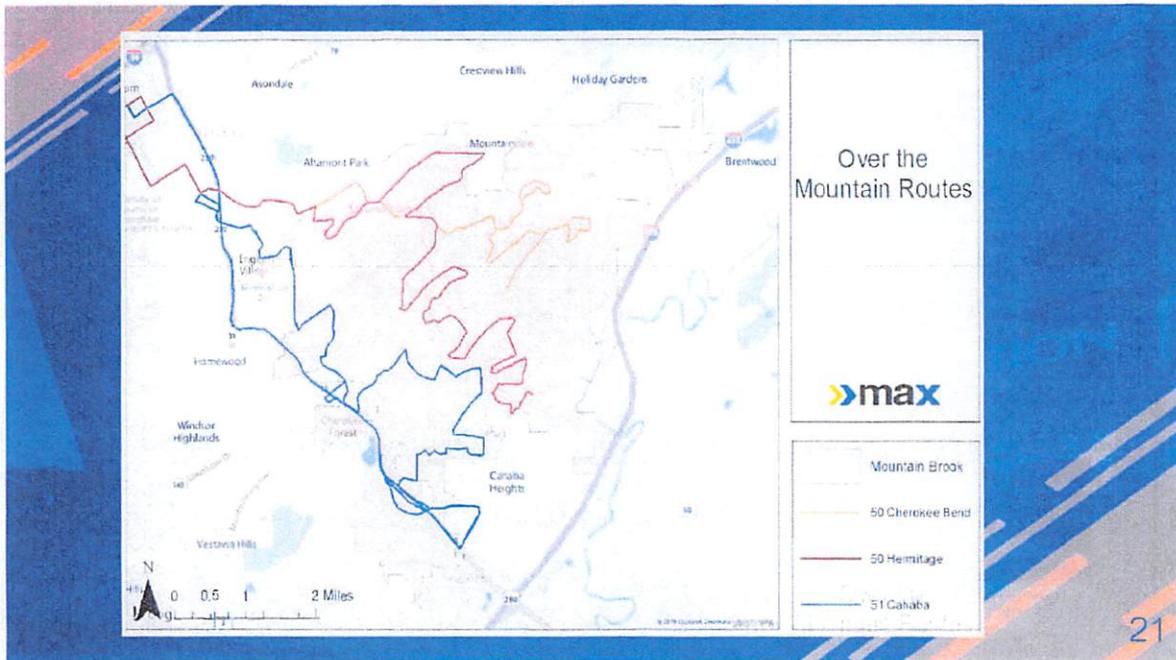




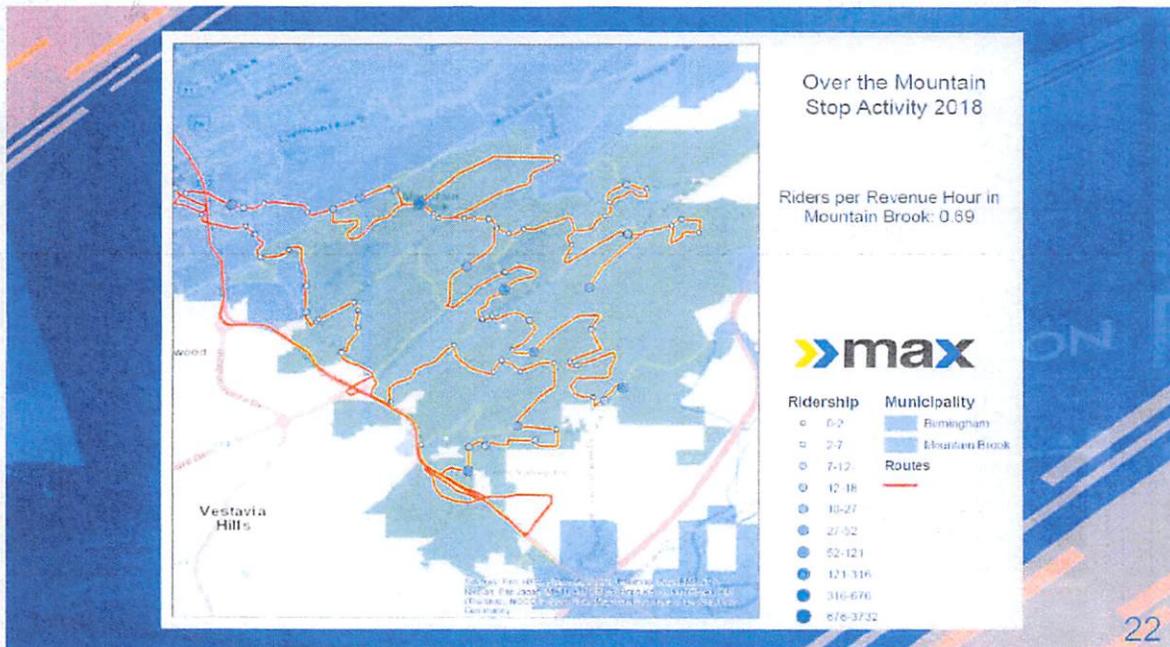
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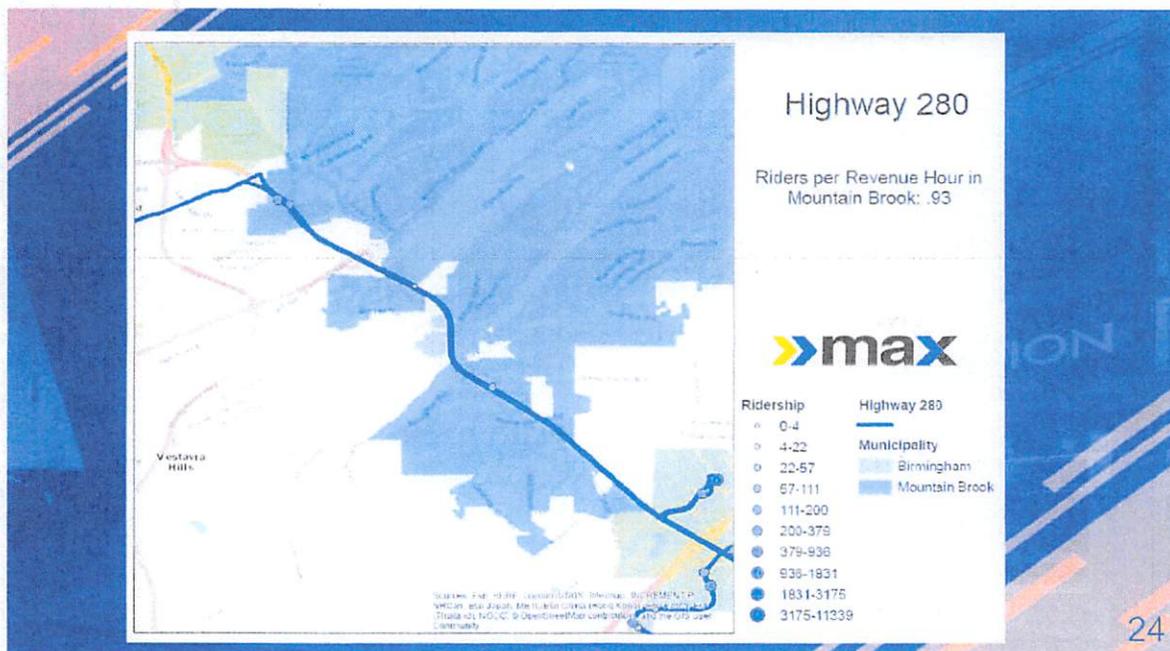
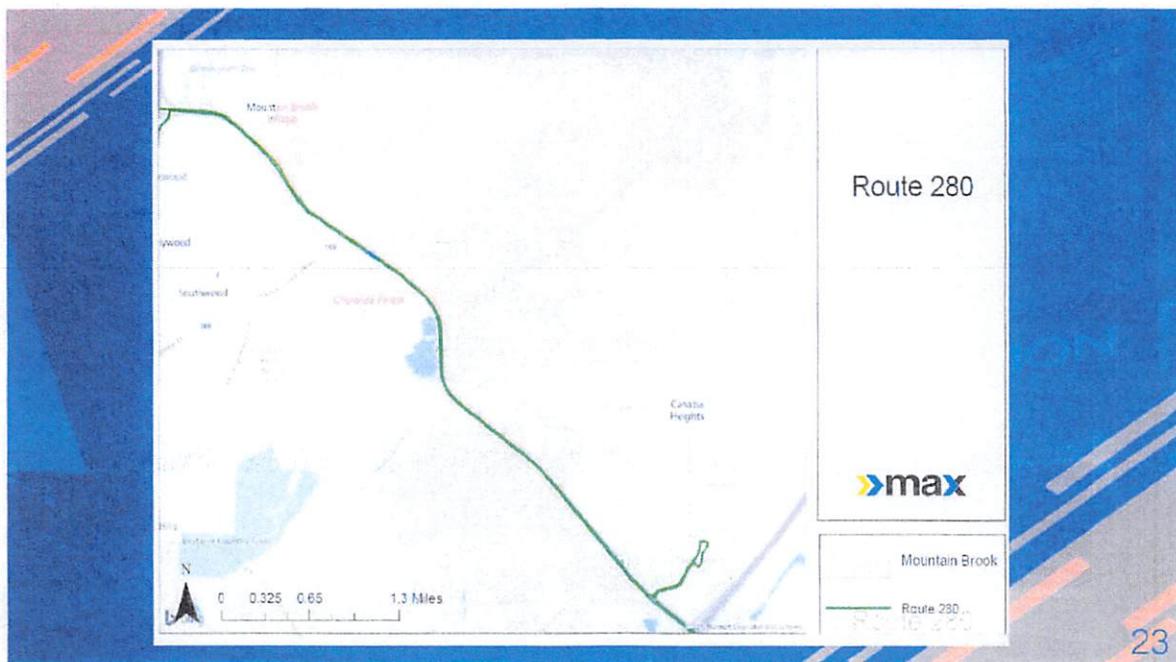


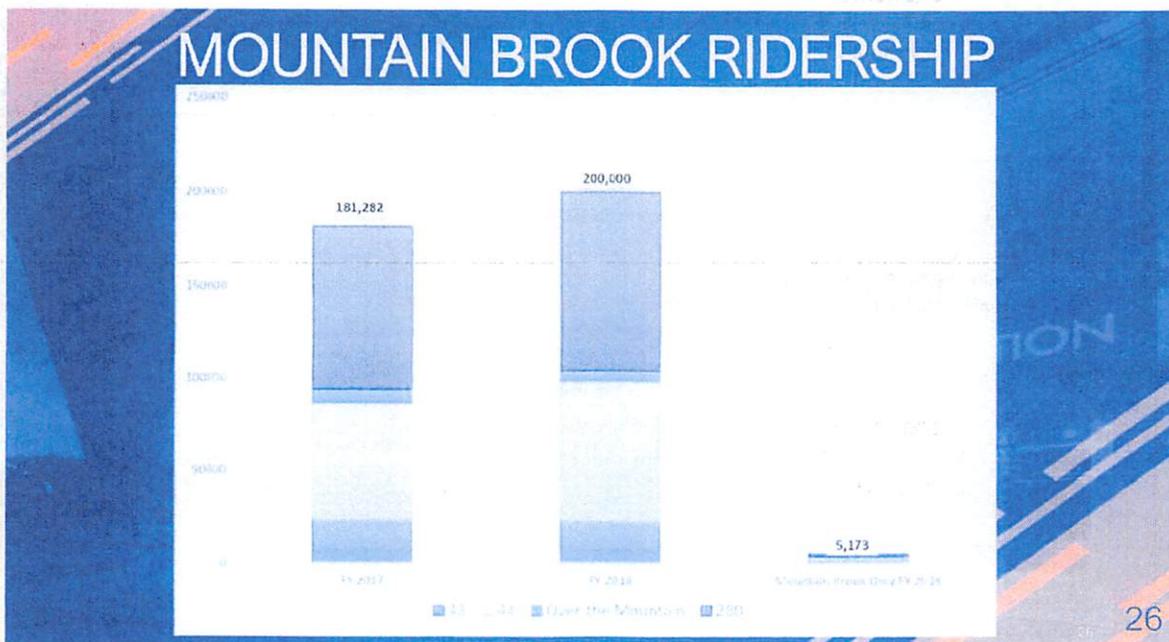
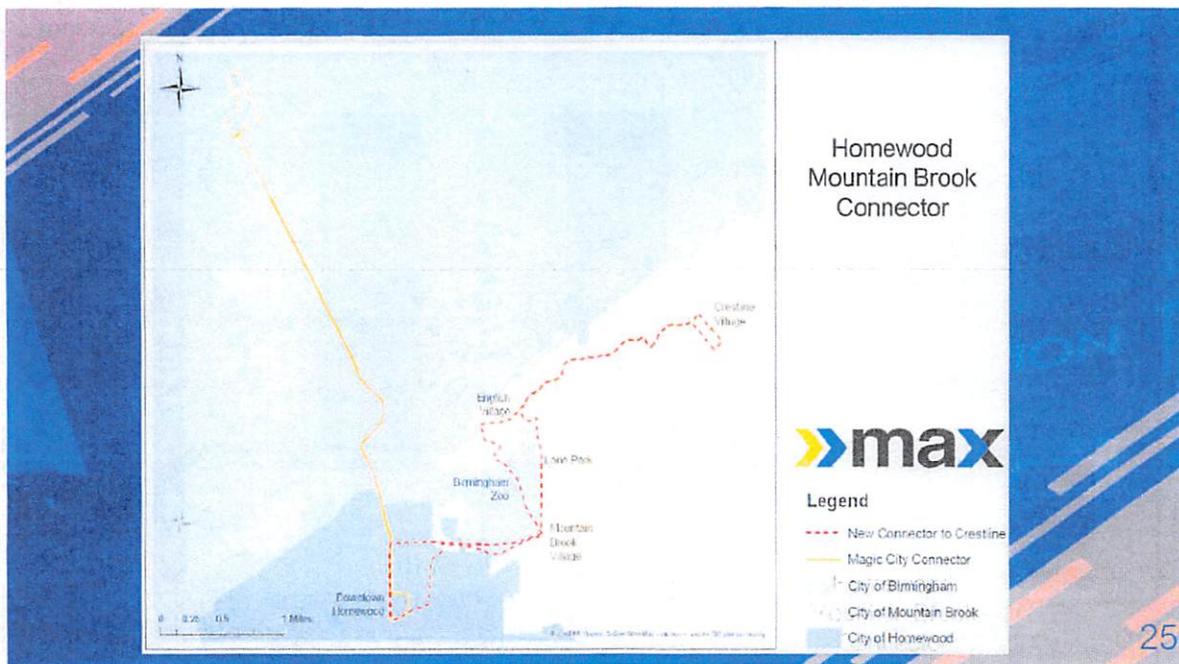




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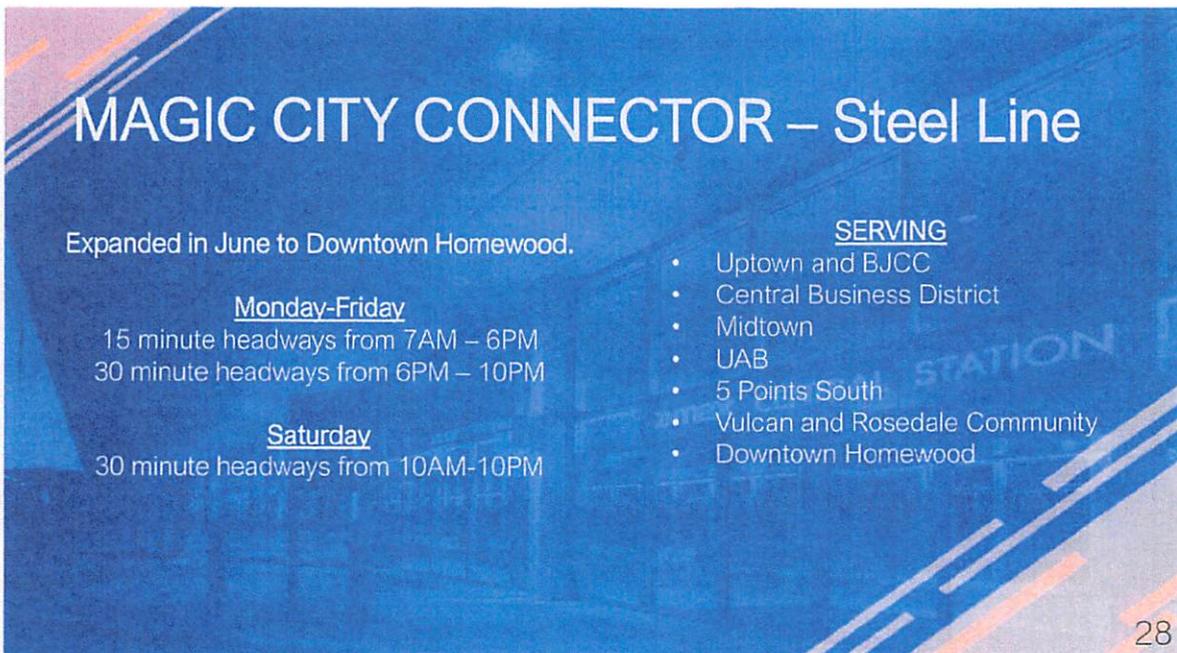


POTENTIAL SERVICE ENHANCEMENTS

- Steel Line
- Iron Line
- Microtransit

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**MAGIC CITY CONNECTOR – Steel Line**

Expanded in June to Downtown Homewood.

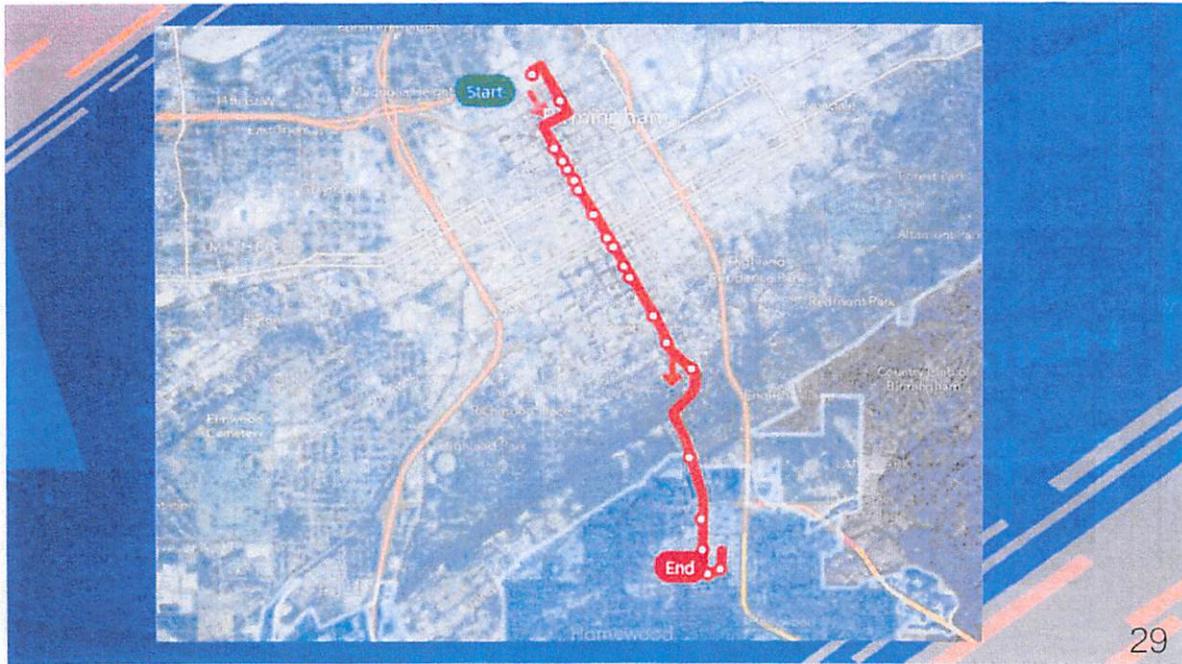
Monday-Friday  
15 minute headways from 7AM – 6PM  
30 minute headways from 6PM – 10PM

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

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## 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

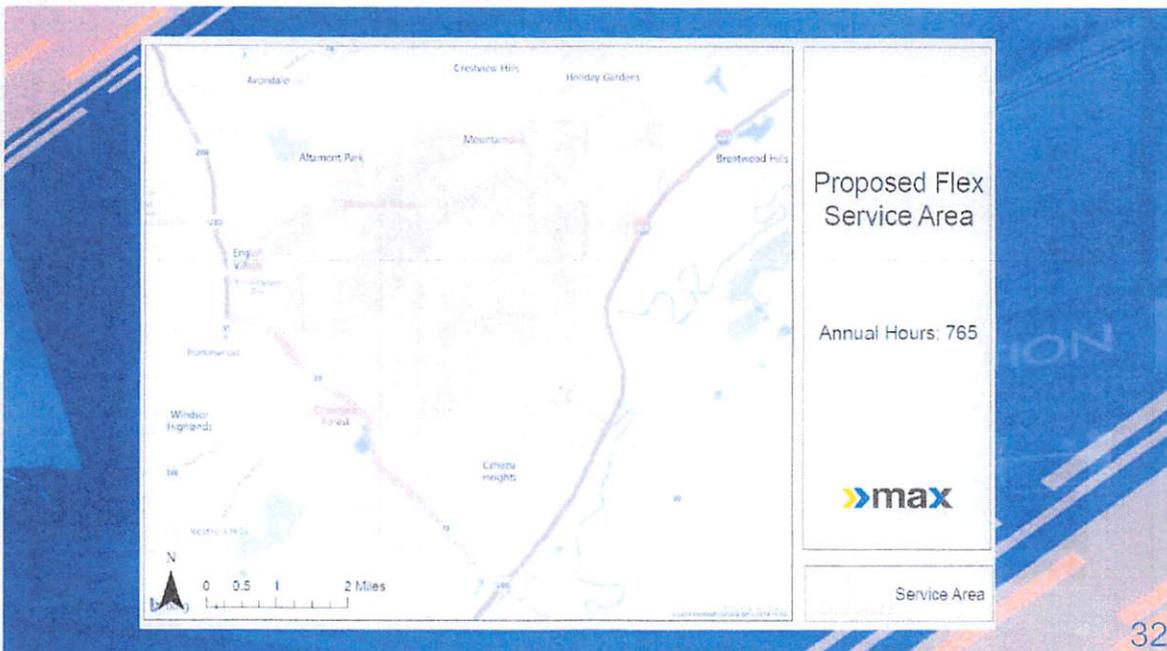
# WHAT IS MICROTRANSIT?

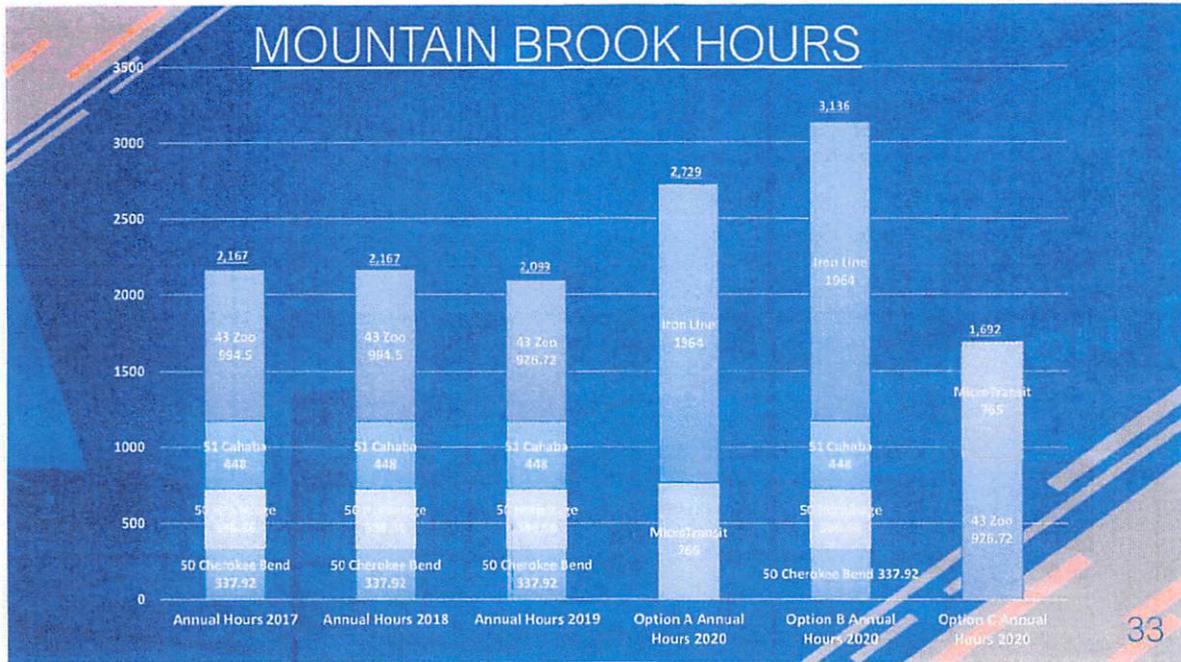
- Service directly from Central Station
- Provides more flexibility than fixed-route service.
- Vehicle size commensurate with ridership.
- Decreased travel-time.
- Utilizes smart phone and on-demand booking.
- Consolidation of fixed-route service and reducing hours.



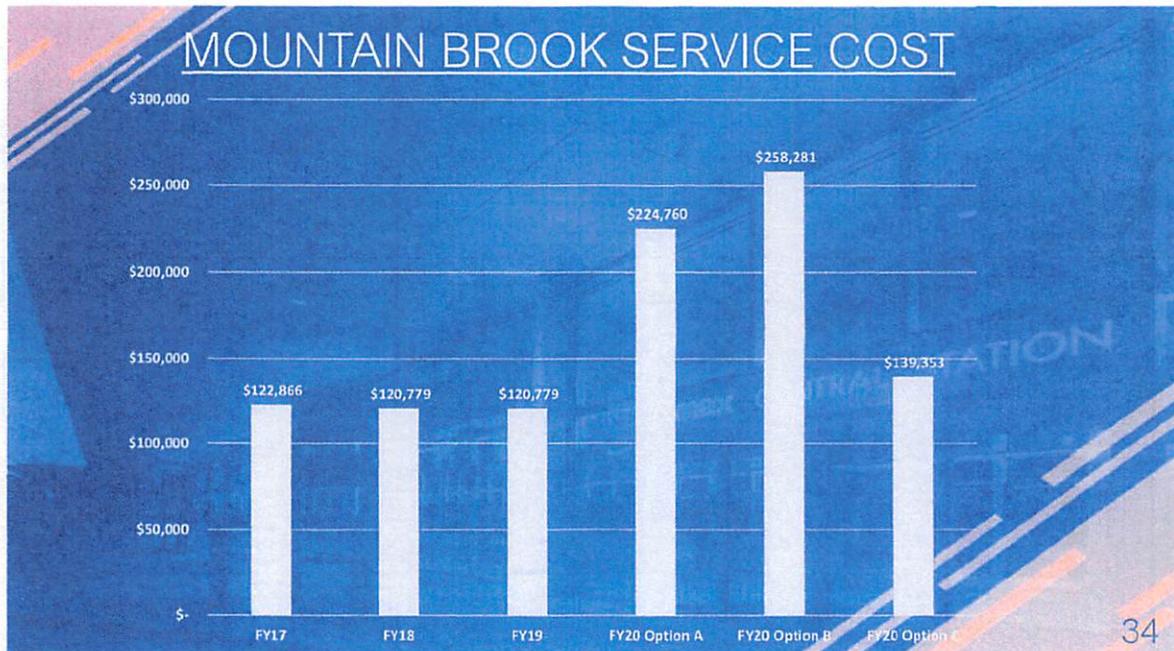
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# GOING FORWARD – THE PLAN

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

### Participating Municipalities

- Bessemer
- Birmingham
- Center Point
- Homewood
- Hoover
- Midfield
- Mountain Brook
- Tarrant
- Vestavia

### Jefferson County

- Adamsville
- Brighton
- Fairfield
- Forestdale/Jefferson County
- Lipscomb

# Questions & Answers



APPENDIX 1

Beech Circle Recap June 24, Pre-Meeting Discussion

1. Beech Circle was originally opened (early 1980's?) to one way thru traffic for easier access to Baptist Montclair Hospital. The hospital has now been closed for 4 years.
2. The hospital closure was followed by the construction of Tapestry Park Apartments which directly connected to Beech Circle. This drastically increased cut thru traffic volume, speeding drivers, and illegal One-Way violations.
3. GPS phone navigation directs drivers to use Beech Circle for access from Mountain Brook to Montclair as well as directs drivers into Mountain Brook through the WRONG WAY. (Especially ride share services Uber/Lyft 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 near miss incidents are too numerous to not take such a concern seriously. The benefit of this effort is the safety of MB residents.

Past Efforts

- Repeated past efforts to close Beech Circle spanning over 15 years were not completed due to prohibitive funding costs the residents were asked to raise. These costs ranged from \$80,000 to almost \$1,000,000 despite all stakeholders supporting the closure
- We assume these improvements would have been paid for by MB residents but owned by the city.

2019 Emergency Siren Activated Gate

1. Installation of a Siren activated gate to maintain emergency vehicle turn around access has been approved by both Mountain Brook and Birmingham fire departments.
2. MB residents have committed to funding both the installation (\$12,000) and annual maintenance (\$175/yr.) of the gate

Emergency Gate Ownership Options:

- A. City of Mountain Brook
- B. Residents of Mountain Brook

Questions:

1. Insurance? - Gate covered under city insurance policy vs. questionable ability of MB residents to attain insurance policy for a structure on city property (Plus the issues of creating an LLC to hold ownership, bank accounts, tax filings etc. will be a perpetual burden on MB residents. An HOA 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. (regardless of ability 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 donate the money needed to pay for and maintain the gate, will the city agree to owning the gate? If in the future the gate is not maintained to city standards, it is free to remove the gate.

Sam Gaston

From: Phillips, Caleb  
 Sent: Wednesday, June 19, 2019 2:03 PM  
 To: gastons@minbrook.org  
 Subject: Public works and gate

Sam, wanted to keep you in the loop. Spoke with Ronnie on his opinions for the maintenance piece and our talk for Monday night. Main question I had for his side was what the process would be if gate is ever hit by either a hit and run vs an incident with a filed police report. Ronnie concurred that the annual maintenance piece would be minimal and if there was ever a damage incident that had a police report that city insurance would cover. If it was a hit and run and wasn't something his guys could fix, then the outstanding risks to spending any operating budget money would be a repair. Even if this thing is hit and blown straight through, the gate arms are not that expensive to replace and the operators or battery are not expensive by themselves.

So one idea to ask council Monday night would be that if the city would be willing to maintain ownership, we could pledge up front money to the city to cover installation \$12,000, 10 year annual maintenance reserve \$2,000, and a damage repair reserve of say an additional \$2,000. For total check to the city of \$15,000.

Just an idea but worth thinking about. Ronnie liked the idea of getting this thing closed too so that was good to hear.

Caleb Phillips  
 Brasfield & Gorrie, LLC  
 205.447.1944

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APPENDIX 2

Sam Gaston

From: Steve Stine  
 Sent: Tuesday, June 04, 2019 6:46 PM  
 To: Phillips, Caleb  
 Cc: Blair Badham, Randall Pitts, Sam Gaston, Ronnie Vaughn, Whit Colvin, Christopher Mullins, Ted Cook  
 Subject: RE: Draft Agreement - Beech Circle

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

In the past, the group's request to close Beech Cir to southbound traffic into the City of Birmingham (or unauthorized northbound traffic from Birmingham into Mt. Brook) has proved problematic. That is primarily due to the fact that, if Beech Cir were closed (or vacated in the City of Mt Brook), Mt. Brook Public Safety vehicles must continue to serve all houses along the street, but would not have a point at which to turn around. The concept of the siren activated gate appears to address this concern as it would allow public safety vehicles the option to pass through the gate going either direction after activating their signals. The installation of this type gate - plus the City of Mt. Brook passing an Ordinance that would proscribe southbound travel along Beech Cir except for local traffic (excepting public safety vehicles) - appears to be the best idea yet to address the "turnaround problem."

Now 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 citizen group (who will benefit from the gate and want it 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 a HOA is that your group would have a structure in place whereby it could require its members/landowners (or their successors in title who later own their land) to pay amounts assessed by the HOA as future maintenance needs arise. That is, these HOA obligations would "run with the land" of its members. This may sound complicated, but HOAs 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, having 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 a HOA setting versus other types of organizations. I do not know if you are familiar with or discussed the subject of "Director's Liability Insurance" with your attorney. Persons who serve as Board members of corporations or other organizations often have the same concern you have expressed about their personal liability related to their service. Indeed, to address these concerns, it is common for corporations and other organizations to buy this type of insurance (at the expense of the organization) that to 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 "Board liability" concerns the group now has.

Steve

From: Phillips, Caleb [mailto:CPhillips@BrasfieldGorrie.com]  
 Sent: Monday, June 3, 2019 7:12 PM  
 To: Steve Stine  
 Cc: Blair Badham; Randall Pitts; Sam Gaston; Ronnie Vaughn; Whit Colvin  
 Subject: Re: Draft Agreement - Beech Circle

Thanks Steve, I am traveling this week but will be back on Thurs so we will follow up with an update soon. Briefly though, we had already spoken with real estate lawyers on the HOA idea and it was that feedback that prompted our concerns. We were told board members can be held personally liable and we should avoid any instrument that would encumber 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.

Caleb Phillips  
 Brasfield & Gorrie, LLC  
 205.447.1944

On May 31, 2019, at 5:40 PM, Steve Stine <sstine@bishopcolvin.com> wrote: Ch

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

I understand from what was said at the May 13 Council meeting that the citizen organization is to be formed and enter the "Agreement" with the City was going to own, install, and fully maintain the gate; I consider maintenance also includes insuring it for liability and replacement damage purposes. It appears to me from your 5/29/19 email that individuals in your group may be now concerned about this approach because they perceive they might have personal liability with it.

I do not know if you or others in the group have had a chance to talk to a real estate lawyer about forming a HOA. I recently suggested that, and have a chance 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 as the HOA would buy, install, own, and maintain (including insure) 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 be dependent on community leaders perpetually having to gain community consensus). I cannot be your group's lawyer and also represent the City, but I also understand that, subject to you verifying these matters with your group's own lawyer, no individual member of the HOA 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 Stine  
 1910 First Avenue North  
 Birmingham, Alabama 35203  
 Phone : (205) 251-2881  
 Fax : (205) 254-3987  
 Email: sstine@bishopcolvin.com



From: Phillips, Caleb [mailto:CPhillips@BrasfieldGorrie.com]  
 Sent: Wednesday, May 29, 2019 4:19 PM  
 To: Steve Stine; Blair Badham; Randall Pitts

Sam Gaston

From: Sam Gaston
Sent: Thursday, May 30, 2019 8:10 AM
To: VIRGINIA C SMITH, Billy Pritchard
Subject: FW: Draft Agreement - Beech Circle

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

From: Phillips, Caleb [mailto:CPhillips@BrasfieldGorrie.com]
Sent: Wednesday, May 29, 2019 4:19 PM
To: Steve Stine, Blair Badham, Randall Pitts
Cc: Sam Gaston, Ronnie Vaughn, Whit Colvin
Subject: RE: Draft Agreement - Beech Circle

Steve,

First off let us say thank you for all the efforts of your office and the city on our behalf, it is greatly appreciated. You have invested significant effort into this issue 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 Crestline is not a subdivision or planned development so the 30+ families donating money would then be asked to accept lawsuit risks against their personal homes and families for a structure on city property. We believe this is a risk that the city would have 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 litigious plaintiffs like a city could, it seems more appropriate for the city to ultimately own the gate.

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

- Capital Costs and Annual Maintenance -
1. Residents would form organization responsible for raising the total \$12,000 capital costs needed for installation
2. Also raise an amount equal to cover the \$300 annual maintenance for 10 years or \$3,000.
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 - Provided the gate passed all city inspections, the city would maintain ownership of the gate thus giving the city the adequate control over insurance and liability coverage it would need, eliminate the need for complicated easement agreements, and protect the Mountain Brook residents donating the funding from undue litigation risks.

- Replacement Insurance Coverage- In the event a drivers insurance did not cover damages, the city's insurance would cover any damage repairs. If there was any increase to the city insurance premium for this addition, we could discuss donating money for this as well.

The emergency vehicle gate access solution is now a common goal by all the concerned stakeholders. This is good news! It is also worth mentioning that the adjacent Hagood sidewalk connector project will be a great complement to this proposed traffic change to further benefit the public safety of both Mountain Brook and Birmingham neighborhood communities.

We are looking forward to the final public hearing for this agreement. There will be many Crestline children and parents attending in support so if you think it would help to approach city council with these revisions prior, please let us know and we will do so.

Thanks again for your help with everything and we are looking forward to a solution that is best for all.

Caleb

Caleb Phillips
BRASFIELD & GORRIE, L.L.C.
cphillips@brasfieldgorrie.com
d: 205.714.1631 m: 205.447.1944

brasfieldgorrie.com

-----Original Message-----

From: Steve Stine <sstine@hishopcolvin.com>

Sent: Tuesday, May 28, 2019 10:49 AM

To: Phillips, Caleb <CPhillips@BrasfieldGorrie.com>; Blair Badham <Blair.Badham@butlersnow.com>; Randall Pitts <rp@southlawllc.com>

Cc: Sam Gaston <sgastons@mtbrook.org>; Ronnie Vaughn <vaughn@mtbrook.org>; Whit Colvin <wcolvin@hishopcolvin.com>

Subject: RE: Draft Agreement - Beech Circle

Caleb, Blair & Randall:

As I see it, your group now needs to consider forming an organization that will be responsible for all matters related to the gate. These responsibilities would include installing, paying the installation expenses (including surveying expense), maintaining, insuring the gate for liability (including naming the City as an additional insured on the organization's G policy) and property damage, and future operation of the gate. This organization would be the entity with whom the City would enter the "Agreement". I understand that the current thinking is that the Gate would lie in the City right of way; in connection with this Agreement, the City would grant this organization a right to place and operate the gate there.

I am not a real estate specialist and, as the City attorney, cannot advise your group on how to form and operate your organization. However, it strikes me that the type of organization that your group may want to form to handle these matters is a Home Owners Association. Perhaps you already have legal counsel in mind for your group, but I know a real estate legal specialist who is very knowledgeable about HOAs and could advise your group on the formation and operation of such an organization.

APPENDIX 2

Would you like me to provide you the name of that lawyer?

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

-----Original Message-----

From: Phillips, Caleb [mailto:CPhillips@BrasfieldGorrie.com]

Sent: Friday, May 24, 2019 1:48 PM

To: Steve Stine

Subject: RE: Draft Agreement - Beech Circle

Hi Steve, are there any times next week not good for you? I was going to call Sam's office to set up a time for us all to get together. Thanks!

Caleb Phillips
BRASFIELD & GORRIE, L.L.C.
cphillips@brasfieldgorrie.com
d: 205.714.1631 m: 205.447.1944
brasfieldgorrie.com

-----Original Message-----

From: Steve Stine <sstine@bishopcolvin.com>

Sent: Friday, May 24, 2019 10:54 AM

To: Sam Gaston <sgastons@mtbrook.org>; Blair Badham <Blair.Badham@butlersnow.com>

Cc: Phillips, Caleb <CPhillips@BrasfieldGorrie.com>; Randall Pitts <rp@southlawllc.com>; Christopher Mullins <cmullins@mtbrook.org>

Subject: RE: Draft Agreement - Beech Circle

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

Has the Citizen Organization been legally formed? If so, what is its 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 matters with its insurer regarding insurance, and will it be able to secure coverage regarding damage to and claims regarding operation of the gate?

FYI, 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 gating the road.

Sam Gaston

From: Shanda Williams
Sent: Thursday, June 20, 2019 10:25 AM
To: Sam Gaston
Cc: Ronald Vaughn
Subject: Re: Green Initiative

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 out and experience on their own. They chose a Mean Green zero turn mower and everything else is DeWalt. Everything else consists of String trimmers, blowers, chainsaws, pole saws, and hedge shears. He said the DeWalt equipment comes with 2 batteries per unit. Stihl does not even include one battery. He also said he was not impressed with equipment from Lowes/Home Depot. He felt it was weaker and they just labeled it commercial. Keeping all the small equipment with the same brand is good because everything uses the same battery. He said the chainsaw is for small limbs and they don't use it for cutting down whole trees. The blower 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 a 110 outlet each night. This way they have everything together when they are working. The batteries come in a case of 6 and they can tote the case with them if they go to a certain part of the park alone. It can be connected to a power source to charge while they are working. They have not had any maintenance issues except for one guy pressure washed the mower and got water past a 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 positives- Can give statistics between gas vs electric, they do good for helping the environment, branding as green Downsides: He felt that he did most of the leg work for them, they tried pushing certain brands- but he preferred to test them all out personally as stated above. The parks that are deemed as Green Zones have regulations: They have limited exemptions 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 leaf 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.

1

Sam Gaston

From: Ronald Vaughn
Sent: Thursday, June 20, 2019 7:52 AM
To: Sam Gaston; Shanda Williams
Subject: Fwd: Green Initiative

The forwarded email is the reply from David Pinsonneault of Lexington MA.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

----- Forwarded message -----
From: David Pinsonneault <dpinsonneault@lexingtonma.gov>
Date: Thu, Jun 20, 2019 at 7:01 AM
Subject: RE: Green Initiative
To: Ronald Vaughn <vaughnr@mtnbrook.org>

Dear Ronald,

I provided some answers below. Lexington is a community that is very focused on the environment. Noise and emissions are two areas they have targeted. We wanted to be in front of the issues so we could control how we were affected. Hope this helps.

David

From: Ronald Vaughn [mailto:vaughnr@mtnbrook.org]
Sent: Wednesday, June 19, 2019 4:27 PM
To: David Pinsonneault <dpinsonneault@lexingtonma.gov>
Subject: Green Initiative

David,

1

APPENDIX 3

I was given your name as a contact person for Lexington green initiative where you converted most of your hand power 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 as city workers were using backpacks and other equipment?

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 corridor (public buildings and green spaces). 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 and the tasks we have assigned that there is no effect on production.

- 4. Was the training and education received by your city workers in using green 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. We 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 needed our gas powered zero turn and large area mowers and that we still need the gas powered leaf vacs, backpack blowers and other equipment for our spring and fall cleanups. Finding a mix of the two types of equipment and consistently monitoring 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

2

Sam Gaston

From: S. D. Colomé
Sent: Wednesday, June 19, 2019 3:11 PM
To: Sam Gaston
Subject: Re: Green Initiative

\$60K--enough for all capital costs

On Wednesday, June 19, 2019, 1:07:57 PM PDT, Sam Gaston <gastons@mtnbrook.org> wrote:

Thank you! Very helpful information.

What was the amount of the grant you received from the county air pollution agency?

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

From: S. D. Colomé [mailto:scolome@rschell.net]
Sent: Wednesday, June 19, 2019 12:16 PM
To: Sam Gaston
Subject: Re: Green Initiative

Sam,

I am happy to answer your questions regarding the Public Works conversion from IC engine to battery-electric equipment in the City of Ojai, CA. In response to your numbered questions:

1. We had a history of complaints of noise and dust from gasoline-powered leaf blowers, used by both commercial and city workers. Prior to converting equipment in the Public Works Dept., an ordinance was passed prohibiting use of gasoline leaf blowers in residential areas. The City proceeded with conversion of Public Works equipment when a grant application submitted to our county air

1

pollution agency was approved. This provided for conversion of all mowers (including ride-on), line trimmers, leaf blowers and smaller chain saws to battery-electric. The air agency required at the end of the first year trial period that all gasoline equipment be scrapped in order to remove conventional and greenhouse gas emissions.

2. Implementation went smoothly, in spite of initial reluctance from Public Works that the battery-electric equipment might not have sufficient power or battery life to match performance of the gasoline equipment. Careful selection of battery inventory, professional grade equipment, and protocol development were needed to avoid potential pitfalls. With planning there were no major problems. We relied heavily on American Green Zone Alliance (AGZA) to guide the process of equipment selection, training, monitoring and protocols. While we have a competent Public Works Dept., engagement of a consultant facilitated a smooth conversion.

3. Prior to purchasing the new equipment there were concerns regarding power and capability of the battery-electric equipment. However, currently available commercial equipment is a good match for the gasoline equipment. The key is purchase of commercial-grade rather than consumer-grade equipment. Maintenance time and costs are substantially reduced with the electric equipment, providing a positive ROI.

4. Training provided by AGZA was excellent and well received by city staff. Another key to our success was having a member of the Public Works staff taking the lead and providing a positive attitude. The largely Hispanic staff embraced the new equipment, happy that they were no longer breathing exhaust fumes, pleased with the noise and vibration reduction.

5. The City of Ojai is now receiving all of its electricity from renewable sources (wind, solar, geothermal and hydro); equipment use surveys and emission factors were used by AGZA to calculate that over 80 tons/year of conventional and greenhouse gas emissions are eliminated by the conversion.

My role in this project was writing the grant proposal and working closely with our Mayor, Council, City Manager and Public Works Director for what has been a win-win conversion. My background is in Public Health and air pollution epidemiology and my services were given pro bono to the city.

I hope these details help you as you consider a program for the City of Mountain Brook.

Regards,

Steven Colome, ScD

PO Box 478

Ojai, CA 93024

805.272.8499

On Monday, June 17, 2019, 11:27:56 AM PDT, Sam Gaston <gastons@mtbrook.org> wrote:

Steve,

I was given your name as a contact person for Ojai's green initiative where you converted most of your hand/power 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 as city workers were using backpacks and other equipment?
2. How was the implementation? Any major problems?
3. Has the use of electric equipment slowed down the progress of your workers in getting their jobs 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.

56 Church Street

P.O. Box 130009

Mountain Brook AL 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

APPENDIX 3

Sam Gaston

From: Shanda Williams  
 Sent: Friday, June 14, 2019 12:05 PM  
 To: Sam Gaston  
 Cc: Ronnie Vaughn  
 Subject: Re: FW: Draft proposal - AGZA Green Zone- Peer Referrals

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 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 striving toward more Electric/Battery powered equipment. From simple battery golf carts that we buy midly used with new batteries, run for a couple years and then auction off for dangerously close to what we paid for them, to battery powered UTVs, GEM cars and our first commercial front end mower.

My tips  
Involve the staff in trials and test runs - Pilot the concept with something you know works elsewhere. Peer to peer conversation does wonders. We first demoed the commercial mower at our State RPA conference. Don't trial cheap or non-commercial products - You will need success right out of the gate... even if its a bit pricey. Run the numbers - Purchase price throws budget folks, compare the maintenance costs, fuel costs, time etc, and remember to factor in the oddities such as electric mowers have no belts, drive shafts or pulleys, to lubricate, line up or connect. Don't give up - Too many times I have heard "we tried that". Technology in this area is advancing and tried once means just that "tried once".

Frank Spaulding CPSI  
Park Project Coordinator  
Vermont State Parks  
Montpelier VT  
(802) 522-0798

Sam Gaston

From: Dan Mabe  
 Sent: Friday, June 14, 2019 1:29 AM  
 To: Sam Gaston  
 Cc: Jamie Banks, Stewart Welch, Clay Ragsdale, VIRGINIA C. SMITH, Steve Boone (boones@mtbrook.org)  
 Subject: Re: Draft proposal - AGZA Green Zone- Peer Referrals

Sam,

No, not one. You would and could be the first.

Regards,

Dan

On 6/13/2019 9:55 PM, Sam Gaston wrote:

Any examples or projects in southern states?

Sent from my iPhone  
Sam Gaston

On Jun 13, 2019, at 5:57 PM, Dan Mabe <djmabe@agza.net> wrote:

Hello Clay,

Per our discussion I am sending some additional information regarding AGZA Green Zone Certification, and crew transition workshops and demonstrations. All of our Green Zone Certifications have been 100% successful. For any pointed operational or equipment questions I can be contacted directly.

Regards,

<ajfdgdnjogilkec.png>

(Green Zones)  
<https://www.agza.net/blog/2016/9/3/south-pasadena-is-the-first-agza-green-zone-city-in-the-nation>  
<https://www.agza.net/ojai-agza-green-zone>  
<https://www.agza.net/agza-gz-yblts>

(Workshops)  
<https://www.agza.net/blog/agza-gz-fort-collins-kickoff>  
<https://www.agza.net/blog/2019/3/31/agza-gz-qc-qc-electric-workshop>

On 6/13/2019 4:37 PM, Jamie Banks wrote:

Sam, Stewart:

We're happy to put you in touch with managers involved with the successful implementation of AGZA Green Zones(R). When we embark on these projects, we invest time and effort upfront to engage staff and "meet them where they are." In the instance of Ojai, CA, this meant a wholesale move from gas equipment to battery electric equipment. In the case of Southampton, NY, it was a slower transition consistent with the desire to gain experience with equipment and with budget cycles. And in all cases, these transitions occur to the extent the technology allows.

A positive attitude and openness to learning are critical to success. In cases where there is initial resistance to change, we have seen over and over that once staff have a chance to try high quality, commercial grade equipment, their attitudes change. And, with all of our clients, we work closely and collaboratively to ensure the success of the project.

Here are some contacts (below).

Jon Erwin, Supervisor, Parks and Recreation
Town of Southampton, NY
Work: 631-728-4170
Cell: 631-786-5844
Email: JErwin@southamptontownny.gov
See video

Sheila Pautsch, Community Services Director
City of South Pasadena, CA
Work: 626-403-7362
See press release

Steve Colome, Clean Air Advisor to the Mayor
City of Ojai, CA
Email: scolome@pacbell.net
See article

David Pinsonneault, Director of Public Works
Town of Lexington, MA
Work: 781-274-8314
Email: dpinsonneault@lexingtonma.gov

We hope these are helpful.

Best Wishes,
Jamie and Dan

Jamie@quietcommunities.org
761.259.1717

quietcommunities.org

quietcommunitiesinc.org

Quiet Communities, Inc. (QCI) is an independent non-profit organization hosting three programs - Quiet Communities, The Quiet Coalition and the Health Acoustics Project - all addressing the growing problems of environmental noise and pollution.

The mission of the Quiet Communities' program is to transition landscape maintenance to low noise, zero emissions practices with positive solutions to protect the health of workers, children, the public and the environment. We provide research, education, outreach, and solutions, working collaboratively with communities, businesses, schools, and government agencies.

On Tue, Jun 11, 2019 at 11:14 AM Stewart Welch <Stewart@welchgroup.com> wrote:

High Jamie,

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 COUNTY.

The City of Ojai, along with the Ventura County Air Pollution Control District (VAPCD), will hold a ceremony celebrating certification as the first AGZA Green Zone City in Ventura County on Friday, June 14, at Liberty Park (221 S. Signal Street, Ojai, CA 93023). The event will be held at 11 am, and will include a demonstration of the City's battery-powered equipment used to service all municipal landscape maintenance needs of the City. The City of Ojai joins the City of South Pasadena by becoming the second city-wide AGZA Green Zone in the United States.

According to Ojai Mayor Johnny Johnson, "We are thrilled to be formally certified as the first AGZA Green Zone City in Ventura County, and hope that our City serves as an example to other cities in the County and beyond."

The City has worked closely with AGZA and VAPCD for more than a year as the first municipal conversion to zero-emission landscape maintenance equipment in Ventura County. The City has realized benefits from the conversion, including air quality benefits, and reduced noise from the equipment. AGZA has estimated that the project will prevent the creation of over 11 tons of air pollution each year.

With the recent launch of the Clean Power Alliance, the City of Ojai is now using 100% renewable energy. Coupled with the conversion of the City's landscape maintenance equipment, the City strives to provide an example and demonstration for other communities showing the feasibility for improving local air quality along with the health and wellbeing of service personnel - all while doing so with minimal to no cost change.

"The City of Ojai should be commended for this air quality and climate-friendly accomplishment. Their successful conversion to zero-emission landscaping equipment will serve as an inspiration to all and entities such as school districts in the county," said Mike Grogan, Air Pollution Control Officer for Ventura County.

The California Air Resources Board projects that by 2020 air pollution from gasoline-powered lawn and garden equipment will exceed the combined emissions from all passenger vehicles. The path to air lives in a new generation of electric equipment including mowers, trimmers, chain saws and blowers.

According to the California Air Resources Board's Catherine Dornowicz, "The California Air Resources Board (CARB) commends the city of Ojai on the one-year anniversary of city groundbreakers with exclusively zero-emission lawn and garden equipment. Ojai serves as an example to all communities of the safety and the health and air-quality advantages of zero-emission equipment compared to gasoline. There are nearly 17 million pieces of gasoline-powered small off-road equipment in California, and the statewide long-term goal is to eliminate emissions from these units. The conversion to electric is a key step. CARB is committed to measures that will speed harmful emissions from these small engines with the goal of meeting zero-emissions from them statewide. The commitment a city like Ojai and other forward-looking cities help demonstrate the feasibility of this goal and the related benefits of cleaner air and improved public health for all Californians."

The City of Ojai is a small city in Ventura County set in a scenic valley. The City Council and commissions strive to maintain a high quality of life for all Ojai residents through exceptional community programs, support of the arts and cultural activities, and strong community involvement.

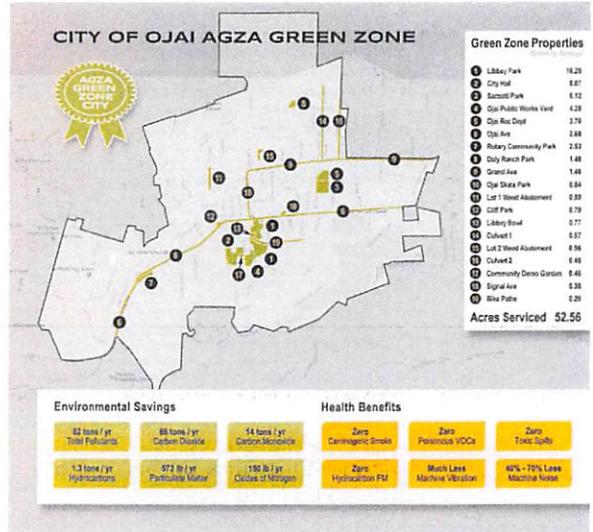
The Ventura County Air Pollution Control District (VAPCD) is the local government agency in Ventura County that protects public health and agriculture from the adverse effects of air pollution by identifying pollution problems and developing a comprehensive program to address and maintain state and federal air quality standards.

The California Air Resources Board is the state agency responsible for promoting and protecting public health, welfare and ecological resources in California through the effective and efficient regulation of air quality and considering the effects of control programs on the economy of the state.

American Green Zone Alliance is a leader in zero-emission sustainable grounds maintenance strategies. Their mission is to transition the entire grounds maintenance industry from noisy, dirty fossil-fueled zero-emission electric operations and sustainable practices.

\*\*\* For more information on the AGZA Green Zone program, visit us at www.agzazone.com or call us at 761.259.1717. \*\*\*

Translate



Contact us at the City of Ojai
City of Ojai
100 S. Ventura Street
Ojai, CA 93023
Phone: 805.835.0303
Fax: 805.840.1483
City Manager: Steve Welch
City Clerk: Dan Welch

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Translate

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AGZA GREEN ZONE® CITY WINS STATE AWARD

California Parks & Rec Society awards South Pasadena a



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

6/14/2019

ARROYO PARK, SOUTH PASADENA, CA



"I CONGRATULATE THE CITY OF SOUTH PASADENA FOR BECOMING THE FIRST CITY IN THE NATION TO MAINTAIN THEIR PARKS ONE HUNDRED PERCENT GAS AND EMISSIONS FREE. SOUTH PASADENA IS PAVING THE WAY FOR OTHER CITIES TO FOLLOW WHEN IT COMES TO PROTECTING THE ENVIRONMENT."

— Chris Holden, California Assemblymember, 41st Assembly District

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

6/14/2019

APPENDIX 3



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 groundskeeping 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, sawing, and blowing — are serviced exclusively with low-noise zero-emission battery-electric machinery and manual hand tools.

The results are astounding. The city's 13 properties and medians span 41 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 antiquated 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

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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 Park & 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 its 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 SCAQMD (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 Toor, P.E., and Community Services Director Sheila Pautsch. Sheila inherited 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 Greenstation, an LA-based electric equipment dealer. AGZA introduced the City, the SCAQMD, 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

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compelling, but of course the City and TruGreen needed proof. So with SCAQMD's support, AGZA and The Greenstation pulled together a commercial-grade electric fleet for a trial at Garfield Park.

Over the course of 6 months, AGZA and TruGreen compared their Exmark 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 hedgers, 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, Espinoza'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 charging 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 trial, 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

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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-capable electric equipment existed, as with detaching and aeration, 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 conspicuously resistant to greening 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 still a success, AGZA and The Greenstation shouldered additional crew monitoring, field maintenance, and technical support.

With dogged commitment and managerial support from Mayor Cacciotti and Community Services Director Pautsch, 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 prevented for the workers and community are hard to overstate: stress and aggravation, hearing loss and tinnitus, asthma, bronchitis, lung disease, hypertension,

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

In February 2016, The City of South Pasadena and AGZA hosted a public celebration and media event to celebrate the certification of the nation's first zero-emission AGZA Green Zone Park (more > [https://bit.ly/AGZA\\_GZ\\_Park](https://bit.ly/AGZA_GZ_Park) and [https://bit.ly/AGZA\\_Garfield\\_Park\\_VIMEO](https://bit.ly/AGZA_Garfield_Park_VIMEO)). The City and AGZA each received a Congressional Recognition for their initiative. Representatives from the City, state, and environmental organizations praised the model program and encouraged the efforts be expanded to cover the entire city. City leadership already had their eyes on the prize.

**How AGZA Creates its Green Zones**

1. Inventory Gas Operations
2. Evaluate Environmental Impacts
3. Determine Health Risks
4. Define the Green Zone
5. Design Equipment Fleet
6. Establish Facilities
7. Train and Accredit Crew
8. Optimize Operations
9. Certify the Green Zone
10. Celebrate Success!

**Scaling Success**

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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 tables of small engine emissions to document just how much difference AGZA Green Zoning was making for the community.

AGZA calculated that South Pasadena's city-wide Green Zone is eliminating the emission of 31 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), 91 lbs of hydrocarbons (HC), 137 lbs of particulate matter (PM 2.5 and PM 10), 124 lbs of Nitrogen Oxides (NOx), 194 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.

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toxic fuel, carcinogenic fumes, or hand-numbing vibrations. The local water and soil will no longer absorb fuel and oil spills. And spent air and oil filters, spark plugs, and leaking cans of cleaning solvents will no longer pollute the landfill.

**Honoring The Achievement**

At a media event last September AGZA officially certified South Pasadena as the first AGZA Green Zone® City in the United States. For the second time the City and AGZA each received a Congressional Recognition, and representatives from the City and state praised the milestone collaboration. (more > [https://bit.ly/AGZA\\_GZ\\_City](https://bit.ly/AGZA_GZ_City) and [https://bit.ly/AGZA\\_GZ\\_City\\_overview\\_YT](https://bit.ly/AGZA_GZ_City_overview_YT))

*"In keeping with our pledge to become a more sustainable city, South Pasadena worked with AGZA to transition municipal grounds maintenance from fossil fuel based operations to advanced cordless battery equipment, manual tools, and ecologically friendly landscape practices. As a result, the City has been able to eliminate all fossil fuel consumption and toxic emissions, and has reduced noise by half."*

*"Michael Cacciotti, Mayor of the City of South Pasadena, and Governing Board Member of the South Coast AQMD*

Speakers from the Sierra Club, American Lung Association, Coalition for Clean Air, and Quiet Communities all connected the dots between gas emissions and some of our nation's most intractable health and environmental problems. The AGZA Green Zone model was held up as a practical and achievable solution with myriad benefits to workers, the community, local air quality, and the climate.

To raise awareness of the greener land care and increase sustainable thinking throughout the community, the City

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posted informational AGZA Green Zone markers at each property. Further, prominent signs of the City's leadership status as the nation's first AGZA Green Zone City are displayed at the major entrances to the City.

A few months later CPRS also honored the City's groundbreaking sustainability achievement with their Award of Excellence for Park and Facility Maintenance Management.

**Onward**

Despite its achievements, South Pasadena isn't resting on its laurels. Community Services Director Pautsch continues to lead the City in partnership with AGZA. For the past year they have been applying the Green Zone model to bring quieter, cleaner grounds maintenance to the fairways and greens of the City's own Arroyo Seco Golf Course.

In collaboration with Donovan Bros., LLC, the course managers and grounds crew, AGZA and the City have tested specialized equipment, monitored crews, and collected feedback. AGZA's recommended electric tool fleet has been ordered, including a Jacobsen 3-gang electric reel mower and a non-electric Tier 4 compliant tractor to pull the 5-gang fairway reel mower. A formal ribbon-cutting ceremony at the nation's first AGZA Green Zone Golf Course should take place this Spring.

Meanwhile, AGZA will also be celebrating the certification of the first AGZA Green Zone on the East Coast in Southampton, NY. And AGZA Green Zone initiatives are in various stages of development in several cities along the East and West Coast, as well as in Chicago. The future of landcare certainly looks quieter, cleaner, and greener.

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**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. And AGZA acknowledged the critical support and collaboration of Councilmember Cacciotti with a certificate of appreciation. Huzzah!



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**TRUGREEN LANDCARE'S GARFIELD PARK CREW: THE FUTURE OF SUSTAINABLE GROUNDS MAINTENANCE**

Take a look — the future of quieter, cleaner, healthier lawn care is on the ground today. Making real and lasting change takes vision and commitment, but as soon as you begin reaping all the benefits of a truly sustainable long term strategy, you can't imagine going back.

AGZA is grateful to TruGreen LandCare for taking the leap, investing not only in the health and future of their workers and their business, but in a harmonious community and a sustainable planet.

TRUGREEN LAND CARE PASADENA      MEAN GREEN EQUIPMENT      STIHL EQUIPMENT

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### 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 TruGreen's AGZA Certified operation at Garfield Park. What we didn't expect is that while we were running around manually shooting with our 'better' cameras, our tripod-mounted iPhone was generating some of the most compelling footage in time-lapse.

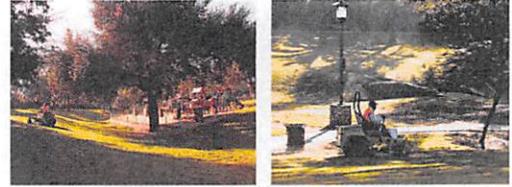
Back at the AGZA Lab we threw some titles, transitions, and a playful soundtrack over the footage and suddenly found ourselves with a great little promo spot worth sharing with our colleagues, strategic partners, and future allies.

### TRIVIA TIME

**Q:** If a picture's worth a thousand words, and we captured one picture every half-second for 2 hours ... what's that worth? **A:** Apparently 14.4 million words! For comparison, *War and Peace*, one of the longest novels ever written, contained only 587,287 words. To be fair to Tolstoy, I don't think it's likely our art will go as viral as his did! But to be fair to us, I guess we won't know for another 150 years. Tolstoy didn't try to take on the entire oil and gas economy, now did he? Stay tuned ... AGZA might just come out ahead :)

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### MEAN GREEN MACHINE'S INCREDIBLE 60-INCH MOWER

Powerful. Quiet. Emission-free. And all-day battery life. We've got only one question: Why isn't this machine servicing every park in the country? We're here to make that happen.

LEARN MORE ABOUT MEAN GREEN'S PRODUCTS



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### TEAM

**DAN MABE**  
CEO  
& PRESIDENT

PH 1 (310) 779-9785

EM DJMabe@AGZA.net

net

**LUKE MASSMAN-JOHNSON**  
CFO & COMMUNICATIONS DIRECTOR

PH 1 (323) 445-1613

EM Luke@AGZA.net

### HOURS

7 days a week 8am — 8pm

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

6/14/2019

Sam Gaston

From: Sam Gaston
Sent: Tuesday, June 04, 2019 5:14 PM
To: Bailey, Alicia
Cc: Brown, Jennifer
Subject: Re: Pine Ridge Road

Very good! Thank you.

Sent from my iPhone
Sam Gaston

On Jun 4, 2019, at 4:17 PM, Bailey, Alicia <aballey@sain.com> wrote:

Sam,
See below. Hopefully this helps.

From: Brown, Jennifer
Sent: Tuesday, June 04, 2019 4:15 PM
To: Bailey, Alicia
Subject: RE: Pine Ridge Road

Our prioritization procedure evaluated 6 criteria including cost, feasibility, public support, severity of problem, probable use (demand-proximity to schools, parks, transit, and other generators), and effectiveness of solution (connectivity). Yes, Pine Ridge scored high from public support but it also scored high in the probable use (20/20) and effectiveness of solution categories (10/10). Pine Ridge Road connects Overbrook Road to Old Leeds Road which essentially connects residents to Jemison Park as well as other locations.

Jennifer G. Brown, P.E., RSP
Project Manager

Sain Associates, Inc.
205.263.2159
jbrown@sain.com

From: Bailey, Alicia
Sent: Friday, May 31, 2019 9:55 AM
To: Brown, Jennifer
Subject: FW: Pine Ridge Road

Help me answer this please.

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Friday, May 31, 2019 9:53 AM
To: Bailey, Alicia
Subject: Pine Ridge Road

Got another "hot" call about sidewalks on Pine Ridge although it was from the lower side and a few houses east of where Jim Harris lives.

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

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 4:00 p.m. to 6:00 p.m. The intersection turning movement traffic count data is included in Appendix A. 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 2.

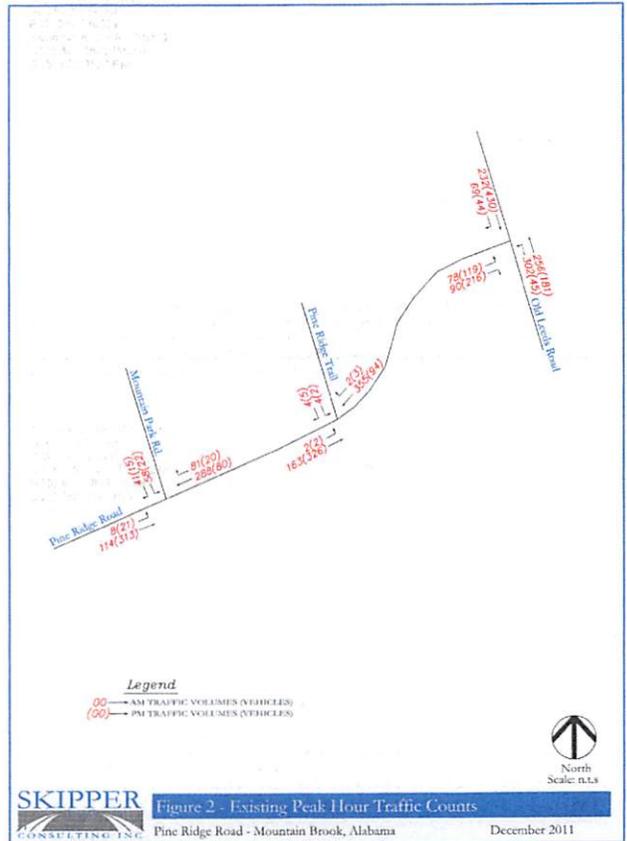
Existing Machine Traffic Count

A machine traffic count, including speed and classification, was performed on Pine Ridge Road immediately south of Pine Ridge Trail for 48 continuous hours beginning at 9:00 a.m. on Wednesday, December 7, 2011 and ending at 9:00 on Friday, December 9, 2011. The machine traffic count data is included in Appendix B. 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 8:15 a.m., with a total traffic volume of approximately 500 vehicles per hour. The afternoon peak hours are 3:00 p.m. to 4:00 p.m. and 5:00 p.m. to 6:00 p.m., with a total traffic volume of approximately 425 vehicles per hour during each of these periods.

The posted speed limit on Pine Ridge Road is 30 miles per hour; however, the traffic count shows that the average speed of vehicles is approximately 36-37 miles per hour and the 85th percentile speed is 40-41 miles per hour. The 85th percentile speed is the speed at which 85% 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 10% are heavy trucks (such as tractor-trailers).



SKIPPER CONSULTING, INC.

Figure 2 - Existing Peak Hour Traffic Counts

Pine Ridge Road - Mountain Brook, Alabama

December 2011

**Table 1**  
Existing Machine Traffic Count  
Pine Ridge Road south of Pine Ridge Trail  
Wednesday-Friday, December 7-9, 2011

Time	Wednesday-Thursday			Thursday-Friday		
	Northbound	Southbound	Total	Northbound	Southbound	Total
12-1 AM	1	1	2	3	2	5
1-2 AM	2	0	2	1	1	2
2-3 AM	1	1	2	1	0	1
3-4 AM	0	0	0	0	0	0
4-5 AM	2	3	5	1	2	3
5-6 AM	10	8	18	4	11	15
6-7 AM	35	44	79	21	55	76
7-8 AM	130	352	482	140	323	463
8-9 AM	98	159	257	96	164	260
9-10 AM	90	78	168	107	87	194
10-11 AM	87	89	176	194	80	274
11-12 PM	113	75	188	179	72	251
12-1 PM	148	75	223	131	88	219
1-2 PM	128	93	221	165	101	266
2-3 PM	147	97	244	175	97	272
3-4 PM	214	149	363	246	173	419
4-5 PM	245	92	337	253	94	347
5-6 PM	342	82	424	328	70	398
6-7 PM	176	66	242	183	69	252
7-8 PM	104	30	134	89	57	146
8-9 PM	94	45	139	96	39	135
9-10 PM	53	17	70	54	22	76
10-11 PM	18	9	27	33	10	43
11-12 AM	13	3	16	17	4	21
<b>Total</b>	<b>2,251</b>	<b>1,568</b>	<b>3,819</b>	<b>2,517</b>	<b>1,621</b>	<b>4,138</b>
AM Peak	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	10:15-11:15 AM	7:15-8:15 AM	7:15-8:15 AM
	142	358	500	215	342	489
PM Peak	5:00-6:00 PM	2:45-3:45 PM	5:00-6:00 PM	5:15-6:15 PM	2:45-3:45 PM	3:00-4:00 PM
	342	155	424	336	183	419

**Table 2**  
Existing Speed Survey  
Pine Ridge Road south of Pine Ridge Trail  
Wednesday-Friday, December 7-9, 2011

Speed Range	Wednesday-Thursday			Thursday-Friday		
	Northbound	Southbound	Total	Northbound	Southbound	Total
0-14 mph	24	20	44	27	27	54
15-19 mph	8	8	16	9	8	17
20-24 mph	16	18	34	32	14	46
25-29 mph	125	130	255	114	96	210
30-34 mph	661	487	1,148	660	422	1,082
35-39 mph	951	592	1,543	1,016	675	1,691
40-44 mph	385	266	651	526	313	839
45-49 mph	71	40	111	117	60	177
50-54 mph	5	6	11	7	2	9
55-59 mph	3	0	3	5	4	9
60-64 mph	0	0	0	1	0	1
65-69 mph	1	0	1	2	0	2
70+ mph	1	1	2	1	0	1
85 <sup>th</sup> %tile	40 mph	40 mph	40 mph	41 mph	41 mph	41 mph
Pace	32-42 mph	32-42 mph	32-42 mph	32-42 mph	310-40 mph	32-42 mph
% in Pace	78%	76%	77%	76%	75%	75%
Average	36 mph	36 mph	36 mph	37 mph	36 mph	37 mph

**Table 3**  
Existing Vehicle Classification Count  
Pine Ridge Road south of Pine Ridge Trail  
Wednesday-Friday, December 7-9, 2011

Classification	Wednesday-Thursday			Thursday-Friday		
	Northbound	Southbound	Total	Northbound	Southbound	Total
Motorcycle	3	2	5	6	2	8
Car	1,808	1,233	3,041	1,974	1,275	3,249
2 Axle Long	378	288	666	454	291	745
Bus	9	9	18	9	8	17
Single Unit Truck (2 axle)	51	30	81	66	34	100
Single Unit Truck (3 axle)	1	0	1	1	2	3
Single Unit Truck (4 axle)	0	0	0	0	0	0
Double Unit Truck (less than 5 axles)	1	5	6	6	8	14
Double Unit Truck (5 axle)	0	0	0	1	1	2
Multi-Unit Truck (greater than 5 axles)	0	1	1	0	0	0
Truck Percentage	3%	3%	3%	3%	3%	3%
% Medium Trucks	99%	87%	93%	92%	83%	88%
% Heavy Trucks	1%	13%	7%	8%	17%	12%

**Existing Intersection Capacity Analysis**

Existing intersection capacity analyses were performed for the peak hours of traffic flow according to the methodology outlined in the 2010 *Highway Capacity Manual*, published by the Transportation Research Board. Capacities are expressed as levels of service, and range from a level of service "A" (highest quality of service) to a level of service "F" (jammed conditions). As a general rule, operation at a level of service "C" or better is desirable, with a level of service "D" considered acceptable during peak hours of traffic flow. The existing intersection capacity analysis worksheets are included in Appendix C and are summarized in Table 4. As shown in Table 4, all movements at each of the study intersections currently operate at acceptable levels of service.

**Table 4**  
Existing Intersection Capacity Analysis

Intersection	Approach	Movement	Level of Service	
			AM Peak	PM Peak
Pine Ridge Road at Old Leeds Road (signalized)	Old Leeds Road Eastbound	Through/Right	B	C
	Old Leeds Road Westbound	Left/Through	D	A
	Pine Ridge Road Northbound	Left/Right	C	C
<b>Overall intersection</b>			<b>D</b>	<b>C</b>
Pine Ridge Road at Pine Ridge Trail (unsignalized)	Pine Ridge Trail Eastbound	Left/Right	B	A
	Pine Ridge Road Northbound	Left/Through	A	A
Pine Ridge Road at Mountain Park Drive (unsignalized)	Mountain Park Drive Eastbound	Left/Right	B	B
	Pine Ridge Road Northbound	Left/Through	A	A

Sam Gaston

From: Patsy Dreher
Sent: Wednesday, June 19, 2019 2:11 PM
To: gastons@mtnbrook.org
Subject: Pine ridge

Good afternoon Sam. It's patsy. You know I am a big proponent of the sidewalk on Pine Ridge Road. And I did get a letter about the survey crew being on pine ridge. My concerns though are great in the thought that the sidewalk being proposed will be 6 feet wide and understand that for safety. But. The sidewalk being on the high side of Pine Ridge will completely destroy and undermine the beauty of the old trees, shrubs and walls that have been there for as long as pine ridge has been a road.

Patsy Dreher
936-2788
Pddreher@aol.com

Sam Gaston

From: Ryburn Bailey
Sent: Wednesday, June 19, 2019 9:17 AM
To: gastons@mtnbrook.org
Subject: Pine Ridge Sidewalks

Mr. Gaston, Caroline and I live on the corner of Pine 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
Ry Bailey
Brawco, Inc.
O 205-426-5557
C 205-937-6598

www.brawco.com

APPENDIX 4

From: Patsy Dreher
Sent: Wednesday, June 19, 2019 2:11 PM
To: gastons@mtnbrook.org
Subject: Pine ridge

From: Ryburn Bailey
Sent: Wednesday, June 19, 2019 9:17 AM
To: gastons@mtnbrook.org
Subject: Pine Ridge Sidewalks

Sam Gaston

From: Sam Gaston
Sent: Wednesday, June 19, 2019 7:52 AM
To: gastons@mtnbrook.org
Cc: Greg Curran
Subject: Pine Ridge Road sidewalk

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/Montrose at one end of Pine Ridge Rd and on the other end is the Jimson Trail and the Overbrook Rd sidewalk. Pine Ridge Rd is a natural connector to these 2 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 into the other lane. I assure you it is frightening. I also witness the gentleman from Waste Management who walks Pine Ridge to compile 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
emilycurran@me.com
Cell - 205.542.1101

Sam Gaston

From: Libba Williams
Sent: Wednesday, June 19, 2019 8:18 AM
To: gastons@mtnbrook.org
Subject: Pine Ridge Road Sidewalk

Dear Sam,
By now I am 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.
Libba

Sent from my iPhone

Sam Gaston

From: Susan Thomas
Sent: Tuesday, June 18, 2019 7:58 PM
To: gastons@mtnbrook.org
Subject: Sidewalk on Pine Ridge Road

Sam,
I live at 3240 Pine Ridge Road. I have talked with you a few times over the past years about our desire for a sidewalk and wanted to email you to restate that. As a resident of the street, a sidewalk would allow us to walk from our home safely. For the community, it would do the same and link all three villages.
Thanks
Susan Thomas
Ph. 205 601 9628

Sam Gaston

From: Celeste Henderson
Sent: Tuesday, June 18, 2019 7:21 PM
To: gastons@mtnbrook.org
Subject: Sidewalk on Pine Ridge Rd

We are so excited to have a sidewalk connecting Glencoe to the junior high and to mountain brook village. So many times we walk the trails and walk pine ridge- taking our life in our hands!!!! So scary! Also we love walking to friends and family and this opens a whole new world to us! Please please please get this sidewalk done!!!!
Celeste Henderson
205-441-1669

APPENDIX 4

Sam Gaston

From: amy stamper
Sent: Tuesday, June 18, 2019 7:57 PM
To: gastons@mtnbrook.org
Subject: sidewalks on Pine Ridge Road

Good Evening, 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 step out for a jog or a walk and be able to go 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 Rainer
6 Pine Ridge Lane

Sam Gaston

From: Jamie Gregory
Sent: Tuesday, June 18, 2019 2:55 PM
To: gastons@mtnbrook.org
Cc: phil@sasbarch.com
Subject: Fwd: Pine Ridge Road Sidewalks

Sam, as you know since we inquired about the cost of sidewalks a couple years ago, we are very, very supportive of this. One time, 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 culvert 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 <catreg4@gmail.com>
Date: June 18, 2019 at 2:53:57 PM EDT
To: Jamie Gregory <ajgregoryjr@gmail.com>
Subject: Fwd: Pine Ridge Road Sidewalks

sent from catherine's phone

Begin forwarded message:

From: Patrick Carlton <pcarlton@nationalbankofcommerce.com>
Date: June 18, 2019 at 2:44:22 PM EDT
To: "jrommelin@raypovnor.com" <jrommelin@raypovnor.com>, "pddreher@aol.com" <pddreher@aol.com>, "steve.rowe@arlaw.com" <steve.rowe@arlaw.com>, "catreg4@gmail.com" <catreg4@gmail.com>, Bronwynne Chapman <bronwynne76@gmail.com>, Joel McMahon <joel.mcmahon@jayindustrial.com>, "wwood@gmail.com" <wwood@gmail.com>, "kristinmcperson40@me.com" <kristinmcperson40@me.com>, "libba57@gmail.com" <libba57@gmail.com>, "twilliams@burr.com" <twilliams@burr.com>, "ashley@honeybee-collection.com" <ashley@honeybee-collection.com>, "chilids@maynardcooper.com" <chilids@maynardcooper.com>, "druemiller@icloud.com" <druemiller@icloud.com>
Cc: "geraldagarner@gmail.com" <geraldagarner@gmail.com>, Mary Glen Carlton <mgcarlton@yahoo.com>
Subject: Pine Ridge Road Sidewalks

You all likely received something from the City about plans to put a sidewalk in on Pine Ridge Road. I am told there are a couple of residents that are against them and plan to voice those next week at the City Council meeting. Would you please take a minute to email Sam Gaston with the City if you are in support of the sidewalk plan. Discussion is

on the agenda for next week's City Council meeting so please try to do so by then. Feel free to share with anyone on the street that you think may help or your spouse ☺.

[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

Thanks

Patrick Carlton



[www.nationalbankofcommerce.com](http://www.nationalbankofcommerce.com)

**Patrick S. Carlton**  
President - Birmingham  
600 Luckie Drive, Suite 200  
Birmingham, AL 35223  
P O Box 381748  
Birmingham AL 35238  
[pcarlton@nationalbankofcommerce.com](mailto:pcarlton@nationalbankofcommerce.com)  
205-313-8120 Phone  
205-313-8111 Fax  
NMLS #740818

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2

**Sam Gaston**

**From:** William Wood  
**Sent:** Tuesday, June 18, 2019 2:43 PM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.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 205-937-3337

--  
Sent from Gmail Mobile

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From: Sam Gaston  
Sent: Tuesday, June 18, 2019 1:56 PM  
To: William Wood  
Subject: Pine Ridge Road  
  
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 205-937-3337  
  
--  
Sent from Gmail Mobile

APPENDIX 4

1

**Sam Gaston**

**From:** Jane Huston Crommelin  
**Sent:** Tuesday, June 18, 2019 2:13 PM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)  
**Subject:** Pine Ridge Road sidewalks

Dear Sam-

We are writing in tremendous support of the sidewalks being installed on Pine Ridge Road. As a main thoroughfare in Crestline, it is very dangerous for all of the pedestrian traffic that tries to exercise on it or using it as a connecting path to the Jemison 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 Crommelin

**Jane Huston Crommelin**, ABR, SRES, MRP, GRI, e-Pro, CRS, SRS  
Ray & Poyner Properties  
c: 205.527.4251 o: 205.879.3036  
[jcrommelin@raypoyner.com](mailto:jcrommelin@raypoyner.com)

1

**Sam Gaston**

**From:** Steve Rowe  
**Sent:** Tuesday, June 18, 2019 2:02 PM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)  
**Cc:** [pcarlton@nationalbankofcommerce.com](mailto:pcarlton@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 Rowe**  
Partner  
  
1901 6th Ave North, Suite 3000 | Birmingham, AL 35203  
main 205.250.5000 | direct 205.250.5060 | mobile 205.305.8172  
efax 205.488.8080 | fax 205.250.5034  
[steve.rowe@arlaw.com](mailto:steve.rowe@arlaw.com)  
website bio vCard map

1

Sam Gaston

From: The Gerald Garner  
Sent: Tuesday, June 18, 2019 11:43 AM  
To: Sam Gaston  
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 connector. On day one, 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. Park usage increases where sidewalks offer easier access. Vendors see an increase in traffic when shoppers or diners can access locations without driving. More parents can walk their children to school. Couples jog. Friends hangout. 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, MB Village, Crestline Village and even the Irondale Furnace.

I apologize for the length of my letter, but I am passionate about making this city better. I served on MB'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,  
Gerald Garner  
3401 Pine Ridge Road  
—  
Sent from Gmail Mobile

APPENDIX 4

**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JUNE 24, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 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

<b>2019-087</b>	Adopt the Personnel Board of Jefferson County 2018-2019 Classification Survey (no changes recommended)	Exhibit 1, Appendix 1
<b>2019-088</b>	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
<b>2019-089</b>	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
<b>2019-091</b>	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
<b>2019-092</b>	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:

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.

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

## EXHIBIT 1

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

**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.

## 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<sup>(1)</sup> 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)**

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**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**

Page 2

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- 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
- 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**

**PROCEEDINGS 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 24<sup>th</sup> 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 24<sup>th</sup> 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:

Polling District No.	Polling Location
1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, Alabama 35213
2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, Alabama 35213
3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, Alabama 35223

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?

---

(        )        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

---

(        )        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

---

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:

<u>Polling District No.</u>	<u>Polling Location</u>
1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, Alabama 35213
2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, Alabama 35213
3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, Alabama 35223
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

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.

\* \* \*



Personnel Board of Jefferson County

The Foundation of Your Most Valuable Career

2018-2019 CLASSIFICATION SURVEY IMPLEMENTATION INSTRUCTIONS

RELEVANT DATES

Survey Adoption Date: June 11, 2019  
 Adoption Resolutions from Jurisdictions Due: No later than September 27, 2019  
 Implementation Effective Date: No later than the 1<sup>st</sup> 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 reallocation reports no later than September 27, 2019. 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 instances where grade increases are recommended, this should also be stated 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 Reason (for hire), select "Request Cert List for Audit Results", under Worker Subtype, select "Temporary" and in the Department Comments box enter "to reclassify (employee name, employee number, new job class), effective (implementation date)". PBJC 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, and meet the minimum qualifications.



2121 Rev. Abraham Woods, Jr., Blvd., Suite 100 Birmingham, Alabama 35203-2387  
 (205)279-3500 or toll-free (866)241-9001  
 www.pbjcr.org

Beverly: Birmingham Center Point Emergency Management Fairfield Foleydale Gardendale Gravelville Homewood Hartsboro Inglede  
 Jefferson County Jefferson County Health Department Leeds Midfield Mountain Brook Pleasant Grove Tarrant City Trussville  
 Vestavia Hills Warren

APPENDIX 1

Employee Number	Last Name	First Name	Current Job Code	Current Job Class	Current Grade	Determination	Recommended Job Code	Recommended Job Title	Recommended Grade
1014813	Aban	Colbert	2551	Network Systems Administrator I	28	No change	No change	No change	No change
1005244	Boyanon	David	5255	Building Inspections Officer	23	No change	No change	No change	No change
1020039	Earnest	Joseph	5255	Building Inspections Officer	23	No change	No change	No change	No change
1014046	Glare	Michael	5255	Building Inspections Officer	23	No change	No change	No change	No change
1012395	Simmons	Nathan	5359	Zoning Administrator	28	No change	No change	No change	No change

Continued.

2. **Request a Regular Appointment.** Submit a Requisition - under Reason (for hire), select "Request Cert List for Audit Results", under Worker Subtype, select "Regular" and in the Department Comments box enter "to reclassify (employee name, employee number, new job class), effective (implementation date)". A list of eligibles will be sent to you. Select the name of the individual to be appointed and return to the PBJC, to enter 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 [classescomp@pbjcr.org](mailto:classescomp@pbjcr.org) or 279-3530.



2121 Rev. Abraham Woods, Jr., Blvd., Suite 100 Birmingham, Alabama 35203-2387  
 (205)279-3500 or toll-free (866)241-9001  
 www.pbjcr.org



CITY OF MOUNTAIN BROOK

P. O. Box 130009  
 Mountain Brook, Alabama 35213-0009  
 Telephone: 205.802.2400  
 Facsimile: 205.874.0511  
 www.mtnbrook.org

To: Sam Gaston, City Manager  
 cc: Mayor and members of the City Council  
 From: Steven Boone  
 Date: 06/20/2019  
 Re: Retirement window analysis

**Background**

In 2002, the City adopted a resolution (No. 02-072) which allows retirees to continue their participation in the City's group medical insurance plan provided they have at least 30 years of service with the City (any age) or at least 15 years of services if age 60 or older. Such participation is limited to the earlier date of the retiree's becoming eligible for Medicare benefits (whether by age or disability) or 13 years. Effective January 1, 2019, the monthly cost of such retiree coverage was as follows:

	City	Retiree	Total
Family	\$ 1,262	\$ 532	\$ 1,794
Single	\$ 808	\$ 166	\$ 974

Generally annually, the City Council considers extending this benefit to other employees with 20 years of service (any age) or 10 years of service if age 60 or older and eligible to draw normal retirement benefits. The last such resolution was adopted February 26, 2018 (No. 2018-033) which opened the retirement window from April 1, 2018 through January 1, 2019. Recently, a couple of police officers expressed interest in retiring and have requested that the City consider opening a retirement window for medical benefits.

The net cost (savings) to the City results from the replacement of the retiring employee ultimately with an entry level employee after considering the various internal promotions. Those retiring are generally receiving the maximum annual longevity compensation whereas their replacements are not eligible for longevity compensation for six (6) years. Longevity compensation starts at 1-1/2% of annual compensation (before applying the annual cap) and increases at the rate of 1/2% annually over the ensuing 20 years before attaining the maximum amount of 8-1/2% of annual compensation (again, before applying the annual cap). Following is an illustration of the annual (savings)/cost for a firefighter (with qualifying bachelors degree) with family medical coverage carrying said coverage for the maximum duration of 13 years:

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings) Cost	Net Salary & Benefit (Savings) Cost	Annual (Savings) Cost
Family Net Monthly Cost	\$ 1,262			
Medical trend and Inflation	4.00%		2.00%	
1	\$ 15,140	\$ (5,020)	\$ (29,960)	\$ (19,840)
2	15,750	(5,020)	(27,240)	(16,510)
3	16,380	(5,020)	(24,390)	(13,030)
4	17,040	(5,020)	(21,390)	(9,370)
5	17,720	(5,020)	(18,250)	(5,550)
6	18,430	(5,020)	(14,950)	(1,540)

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Retiree window analysis  
 June 20, 2019  
 Page two

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings) Cost	Net Salary & Benefit (Savings) Cost	Annual (Savings) Cost
1	19,170	(5,020)	(11,480)	2,670
2	19,940	(4,210)	(7,840)	7,890
3	20,740	(3,890)	(4,010)	12,840
4	21,570	(3,540)	0	18,030
5	22,430	(3,250)	0	19,180
6	23,330	(2,950)	0	20,380
7	24,260	(2,680)	0	21,600
<b>Total</b>	<b>\$ 251,900</b>	<b>\$ (55,640)</b>	<b>\$ (159,510)</b>	<b>\$ 36,750</b>

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 retiring employee 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 retiring 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) (i.e., retiree medical insurance) in a manner similar to it's accounting for the pension plan (namely a footnote to the annual audited financial statements). The City now "accrues" a portion of the retirees' medical cost over the life of their employment (normal cost) and amortizes the unfunded liability over 30 years. As of September 30, 2018, the City reported a net unfunded OPEB liability of \$2.9 million. In spite of this unfunded liability for retiree medical cost, 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

2019-088

2019-089

Kadco, LLC  
3505 Bent River Road  
Birmingham, Alabama 35216  
(205) 985-7171  
(205) 985-7176 Fax

May 13, 2019

Re: Road improvements Poe Drive, Mountain Brook

To whom it may concern,

The following is an estimate of the improvements to be made to Poe Drive. Some of this work, such as the storm pipe is mostly located in Vestavia. Kadco and Vestavia will pay the bulk of this work. It is unknown if some of the retaining wall can be eliminated. This will depend on how much grading we can do without hitting rock, utilities or grading into private property.

1. Clear and grade ROW 10' to 20' x 115' and haul off all debris	\$18,000.00
2. Add an additional 80' to RCP pipe Two junction boxes; one headwall	\$16,000.00
3. Approximately 3" block wall 80' long with rock face	\$11,000.00
4. Install 4' buff colored concrete sidewalk 115'	\$8,500.00
	<u>\$53,500.00</u>

Kadco, LLC will be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overlay is needed. Kadco, LLC is also planning to install streetlights on Poe Drive and would prefer to purchase them rather than rent them for Alabama Power. The cost for this is unknown at this time. We are asking the City of Mountain Brook to contribute a capped amount of \$20,000.00.

Thank you,

Charles Kessler, President  
Kadco, LLC

Contract  
Page 2

prepared by and the construction executed under the direct supervision of a professional engineer, provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00; and

WHEREAS, Alabama law at Title 34-8-1(a), Code of Alabama, 1975, requires that a public works project be performed by a licensed general contractor and defines a "general contractor" to be:

"One who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or 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 held to have engaged in the business of general contracting in the State of Alabama"; and

WHEREAS, Title 39-2-2(a), Code of Alabama, 1975, provides in pertinent part as follows:

"(a) Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000), the awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an instrumentality thereof, it shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the improvement or some part thereof, is to be made. With the exception of the Department of Transportation, for all public works contracts involving an estimated amount in excess of five hundred thousand dollars (\$500,000), awarding authorities shall also advertise for sealed bids at least once in three newspapers of general circulation throughout the state"; and

WHEREAS, Title 39-2-2(b)(1), Code of Alabama, 1975, provides as follows:

"An awarding authority may let contracts for public works involving fifty thousand dollars (\$50,000.00) or less with or without advertising or sealed bids"; and

STATE OF ALABAMA  
JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this \_\_\_\_\_ day of December, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and Kadco, LLC, an Alabama limited liability company, with its principal address of 3505 Bent River Road, Birmingham, Alabama 35216 (hereinafter referred to as "Developer").

WITNESSETH THESE RECITALS:

WHEREAS, Poe Drive, by virtue of Title 11-49-80, Code of Alabama, 1975, became a dedicated public street owned by the City of Vestavia Hills, Alabama ("City") because of the annexation of substantially all of the Cahaba Heights Fire District to the corporate boundaries on May 14, 2002; and

WHEREAS, the City owns the entire right-of-way of Poe Drive by virtue of Title 35-2-51(b), Code of Alabama, 1975;

WHEREAS, municipalities in Alabama are authorized by Title 11-49-4, Code of Alabama, 1975, to spend public funds for the construction, repair, maintenance and improvements of public streets and sidewalks; and

WHEREAS, the Alabama Public Works Law regarding public works construction projects provides, among other things, that a public works project is the expenditure of public funds on real estate owned by a municipality or on a structure attached to that real estate. Title 39-2-1(6), Code of Alabama, 1975, defines "Public Works" as follows:

"(6) PUBLIC WORKS.--The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be required with public funds in the form of lease payments or otherwise"; and

WHEREAS, Title 34-11-10, Code of Alabama, 1975, provides as follows:

"It shall be unlawful for the state or any of its departments, boards or agencies or any county, municipality or political subdivision or any department, board or agency of any county, municipality or political subdivision to engage in the construction of any public work involving the practice of engineering unless the engineering drawings, plans, specifications and estimates have been

APPENDIX 3

Contract  
Page 3

WHEREAS, Alabama law, at Title 39-1-1 (a), Code of Alabama, 1975, reads as follows:

"(a) Any person entering into a contract with an awarding authority in this state for the prosecution of any public works shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond."; and

WHEREAS, Developer has heretofore built new homes on Poe Drive for sale to members of the general public; and

WHEREAS, Developer intends to construct additional new homes on Poe Drive; and

WHEREAS, Developer desires that Poe Drive be pedestrian friendly by installing a sidewalk; and

WHEREAS, Developer will cause a sidewalk extending approximately one thousand two hundred (1200) linear feet to be constructed on the easterly right-of-way of Poe Drive; and

CC

NOT TO EXCEED \$350  
WHEREAS, the estimated cost of construction of the sidewalk is approximately One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50); and

WHEREAS, Developer has requested the City to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for the construction of the sidewalk with the Developer paying any and all other costs exceeding that amount; and

WHEREAS, the City agrees to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for construction of the sidewalk based upon the terms, provisions, conditions and requirements set forth in sections I through XXVIII below; and

WHEREAS, the Developer expressly agrees to the terms, provisions and conditions of the sections I through XXVIII set forth below; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions, conditions and requirements of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

Contract Page 4

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and the Developer mutually and expressly agree as follows:

I. RECITALS

The recitals set forth in the premises above are 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 easterly side of Poe Drive in the City of Vestavia Hills, Alabama 35243 pursuant to the following terms, provisions, conditions and requirements:

A. The sidewalk shall be constructed all in accordance with Article 2 of the Public Works Manual of the City of Vestavia Hills, Alabama. A copy of Article 2 is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

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 site shown on the map, which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

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

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

F. The sidewalk, curb, gutter, double wing inlets, trench train sidewalk, landscaping, traffic control and other improvements shall be constructed all in accordance with the final and full engineering design, plans and specifications prepared by HagerCo-LLC.

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

Contract Page 5

III. LICENSED GENERAL CONTRACTOR

The Work shall be done and completed by a licensed general contractor ("Contractor") as required by Title 34-8-1, Code of Alabama, 1975.

IV. CONTRACT PRICE

It is contemplated by Developer and City, based upon the preliminary cost estimate of One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50) prepared by HagerCo-LLC (Exhibit 4) will be approximately that amount. Both parties recognize and agree that the final cost of the work may be more than \$130,438.50.

V. PAYMENT OF CONTRACT PRICE

A. CITY: The City shall pay Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the contract price upon:

- 1. completion of the work by the licensed general contractor; and
2. final inspection, written approval and acceptance by the City of the work by Developer.

B. DEVELOPER: The Developer shall pay any and all of the contract price exceeding \$49,999.99.

VI. TERM OF CONTRACT

Time is of the essence of the performance of the Contract. The term of this Contract shall be for a period of NINE MONTHS (9) days after the Developer receives a written Notice to Proceed from City. The City will not issue a Notice to Proceed until after the City:

A. approves in writing the final drawings, plans and specifications prepared by HagerCo-LLC as required by Section X of this Contract; and

B. the City receives from Developer the duly executed Performance Bond as required by Section VII of this Contract; and

C. the City receives from Developer the duly executed Work and Labor Bond as required by Section VIII of this Contract; and

D. the City receives from Developer the Certificates of Insurance as required by Section XIV-F of this Contract.

APPENDIX 3

Contract Page 6

VII. 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 34-1-1(a), Code of Alabama, 1975. The form of the Performance Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 5 and is incorporated into this Contract by reference as though set out fully herein.

VIII. PAYMENT BOND

The Developer, prior to the commencement of the work, shall execute and deliver a Payment Bond equal to fifty percent (50%) of the contract price as required by Title 34-1-1(a), Code of Alabama, 1975. The form of the Payment Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 6 and is incorporated into this Contract by reference as though set out fully herein.

IX. 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 34-11-10, Code of Alabama, 1975.

X. APPROVAL OF FINAL DRAWINGS, PLANS AND SPECIFICATIONS BY CITY

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

XI. APPROVAL OF CONSTRUCTION CONTRACT

Any and all Construction Contracts by and between Developer and Contractor for the performance of the work must 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, then in such event both Developer and Licensed General Contractor shall be legally obligated to the City for compliance with any and all terms, provisions, conditions and requirements of this Contract. The Contract by and between Developer and Licensed General Contractor shall contain the following language:

"The Licensed General Contractor hereby agrees to be legally obligated to the City of Vestavia Hills, Alabama for compliance with any and all terms, provisions, conditions and requirements of Developer set forth in Sections I through XXVIII of that certain Contract by and between HagerCo, L.L.C. as "Developer," and the City of Vestavia Hills, Alabama, as "City." A copy of said Contract is attached hereto, marked as Exhibit A and is incorporated into this Contract by reference as though set out fully herein."

Contract Page 7

XII. QUALITY OF WORK

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

XIII. LIABILITY INSURANCE

The Developer shall carry Manufacturer's and Contractor's 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, to cover and protect the City, its Mayor, City Manager, Individual City Council members, servants, agents, employees or representatives, the Developer and its Licensed General Contractor, its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this Contract.

The Developer shall carry, during the life of this Contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect the Developer, the Licensed General Contractor and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the Developer shall submit evidence of the coverages required above to the City for review and approval. Such insurance shall be carried with financially responsible insurance companies, 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.

XIV. ADDITIONAL INSUREDS

The Developer shall cause all of the insurance policy coverages described in Section XIII of the Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, Individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's operations; and

B. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, Individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's completed operations; and

Contract  
Page 8

- C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- D. Contain no exclusions of the additional insureds relative to job accidents; and
- E. The policies must be on an "occurrence" basis.

F. Certificates of insurance shall be provided by Developer in City prior to commencement of the work. A Notice to Proceed for the commencement of work shall not be issued by the City unless and until the City has provided written notice of acceptance of said Certificate of Insurance to the Developer.

**XV. WORKERS' COMPENSATION**

The Developer shall carry Worker's Compensation insurance for all of its employees and those of the Licensed General Contractor and its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker's Compensation Law. This insurance coverage provided by the Developer under the Worker's Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of Developer or the Licensed General Contractor and its subcontractors under this contract. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by the City evidencing that the Licensed General Contractor and all of said subcontractors of the Developer are covered by said Worker's Compensation insurance coverage and furnished to the Developer and the City by the Licensed General Contractor and the individual subcontractors shall meet the requirements of this section.

**XVI. INDEMNITY**

The Developer shall indemnify and save harmless the City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives from any and all claims, demands, counterclaims, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of work performed under this Contract by Developer, the Licensed General Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the work.

**XVII. INDEPENDENT CONTRACTOR**

The Developer is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Developer is the servant, agent or employee of the City of Vestavia Hills, Alabama.

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**XVIII. ASSIGNMENT**

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

**XIX. GENERAL COMPLIANCE WITH APPLICABLE LAWS**

Developer shall comply with the provisions of the labor law and any and all federal, state and local laws, statutes, codes, rules, regulations, ordinances and resolutions that are applicable to the performance of this Contract between the City and Developer, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

**XX. EXISTING UNDERGROUND UTILITIES**

Before any work is done in the vicinity of an existing underground utility line, the Developer shall check with the owner of the utility lines to determine and verify its exact location. The Developer shall be held liable for any damage to utilities in the execution of this Contract.

**XXI. ACCIDENT PREVENTION**

The Developer shall exercise proper precaution 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 its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

**XXII. 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 carried on. The City shall have the right to reject defective materials and defective, incorrect or incomplete work and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefore. If the Developer fails to proceed as soon with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied as rejected materials removed from the project area and charge the cost of the same against any moneys which may be due the Developer, without prejudice to any other rights or remedies of the City.

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**XXIII. TERMINATION**

The Contract, of which statement of work described in paragraph II hereof forms a part, may be terminated by the City for any one of the following reasons:

- A. Substantial evidence that the progress made by the Developer is insufficient to complete the work within the specified time.
- B. Deliberate failure on the part of the Developer to observe the requirements of this Contract.
- C. Failure on the part of the Developer to promptly make good any defects in materials or workmanship that may be indicated to it by the City.
- D. Any other breach of contract by the Developer.

**XXIV. GENERAL WARRANTY BY DEVELOPER**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Developer of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Developer shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective material and work with reasonable promptness. The Developer shall deliver to the City any and all written warranties guaranteed by the manufacturers of any of the materials installed in said road at the completion of the work.

**XXV. REMOVAL OF DEBRIS AND CLEANING**

The Developer shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to the approval of the City and existing state and local regulations.

**XXVI. IMMIGRATION**

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

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Page 11

**XXVII. COMPLIANCE WITH TITLE 41-16-S, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Developer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

**XXVIII. MISCELLANEOUS**

- A. **NON-WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.
- B. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Contract may be amended at any time by written agreement of the parties signatory hereto.
- C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.
- D. **GOVERNING LAW:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.
- E. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.
- F. **CONSTRUCTION OF TITLES:** Any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.
- G. **REVISIONS IN COUNTERPARTS:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Contract Page 12

H. **BINDING EFFECT:** The Contract shall inure to the benefit of, and shall be binding upon City and Developer and their heirs, successors and assigns.

I. **SEVERABILITY:** 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 hereto on this the \_\_\_\_\_ day of December, 2018.

CITY:  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor  
By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_  
DEVELOPER:  
KADCO, LLC  
An Alabama limited liability company  
By \_\_\_\_\_  
Its member

ATTESTED

By \_\_\_\_\_

Contract Page 13

STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of December, 2018.

Notary Public

My Commission Expires:

SEAL  
STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_\_ day of December, 2018.

Notary Public

My Commission Expires:

SEAL

APPENDIX 3

Contract Page 14

STATE OF ALABAMA  
JEFFERSON COUNTY

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles A. Kessler, Jr., whose name as Member of Kadco, LLC, an Alabama limited liability company, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Kadco, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the 23rd day of January, 2019.

James B. Richardson  
Notary Public

My Commission Expires:

3/12/2020  
SEAL

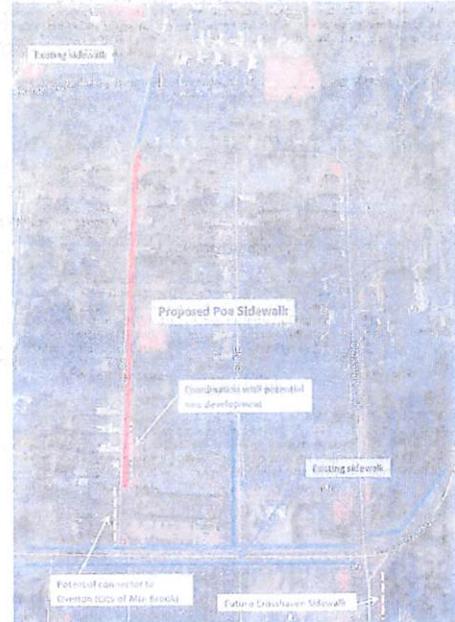
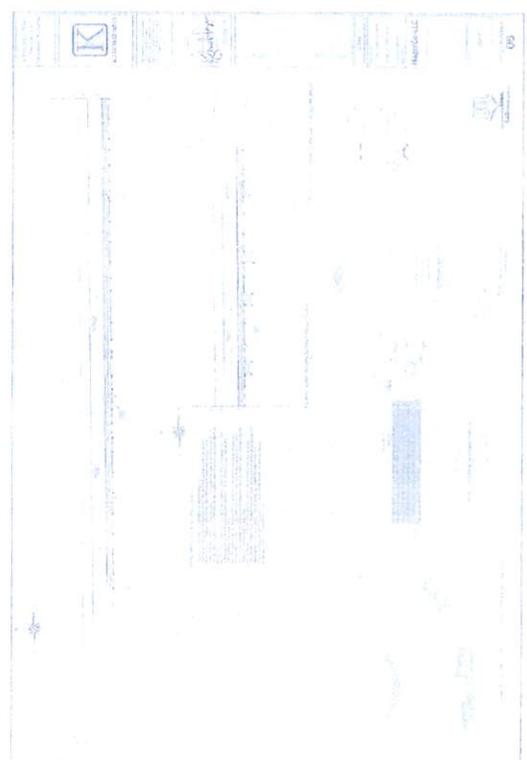
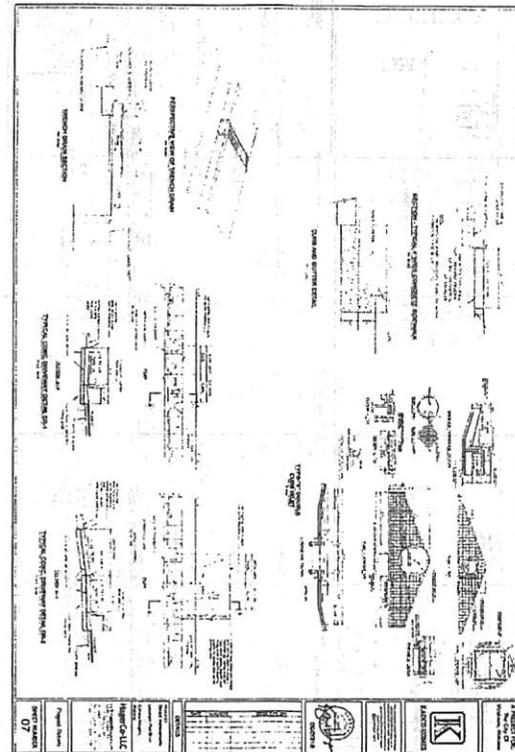
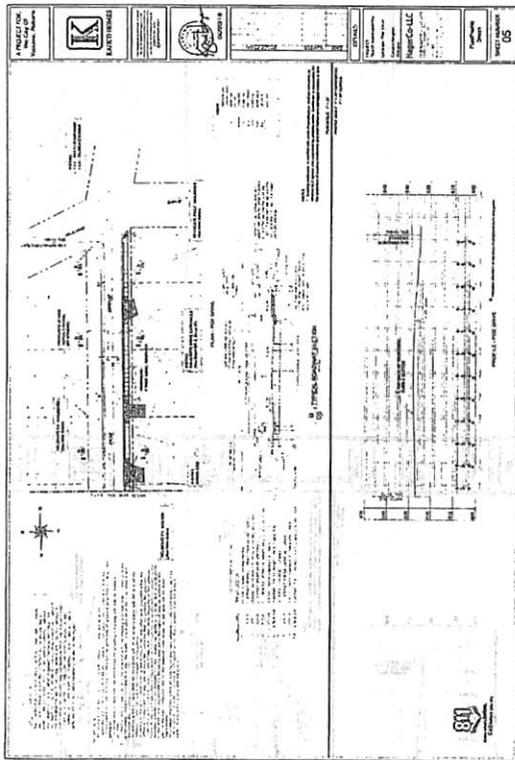


EXHIBIT 2





APPENDIX 3

EXHIBIT 4

\*\* Updated - June 2018

Item Description	Quantity	Unit	Price	Total
<b>KADCO HOMES</b>				
<b>Poe Drive Sidewalk and Roadway</b>				
Curb and Gutter	788.16	\$	21.00	16,545.00
4" Thick Sidewalk (4" x 8' W/6x6)	360.0	\$	85.00	30,600.00
6" Thick Conc. For Driveways with Rammed	195.1	\$	105.00	20,485.50
Removal and Saw Cut Asphalt/Drives	95.1	\$	50.00	4,755.00
Asphalt Patch Stone and Binder	325.0	\$	40.00	13,000.00
ADA Ramps at Overton	2.0	Ea	1,400.00	4,800.00
<b>Storm Drainage</b>				
New Double Wing Inlet	1	Ea	3,500.00	3,500.00
New Trench Drain in Sidewalk	1	Ea	2,500.00	2,500.00
<b>Landscaping / Soil</b>				
Tree Removal	1	LS	7,500.00	7,500.00
Remove and Replace Mulch/soil	5	Ea	850.00	4,250.00
Soil Control	15	Ea	200.00	3,000.00
Traffic Control				10,000.00
Construction Stakesout				5,000.00
<b>Engineers Estimate for Total Project Cost</b>				<b>\$ 130,438.50</b>

\*\* Estimate is based on concept design and published maps. Costs are taken from completed projects with similar scope of work. All costs are intended for planning and budget.

A full engineering design will be required for a construction estimate and plans.







2019-092

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.

Component	Fees	Costs Not Included
AGZA Green Zone at initial property	\$7,800	Equipment, ceremonies, signage, out-of-pocket travel, printing, etc.
AGZA Service Pro Certification	\$0 when added to AGZA Green Zone	NA

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 46-2893296.

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

*Stewart Welch* Date 6/24/2019

Stewart Welch, Mayor  
City of Mountain Brook

Date \_\_\_\_\_

Jamie Banks, Executive Director  
Quiet Communities, Inc.



Creation of an AGZA Green Zone  
Proposal for the City of Mountain Brook, AL

May 8, 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 benefitting 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., Jemison 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 first AGZA Green Zone. A structured five phase process will be implemented:

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

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.



2019-090

**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.

**Luther Barner (Barney) Lanier**

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.

APPENDIX 6

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