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 10th 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
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Ms. Rachel Barton (re: Resolution No. 2019-080) was introduced to the elected officials.

2. Westchester Road parking situation—Chief Cook. (Nothing new to report since the last discussion on May 28, 2019. This matter will be brought back for further discussion at a later date).

3. Poe Drive sidewalk—Charles Kessler. (Nothing new to report since the last discussion on May 28, 2019. This matter will be brought back for further discussion at a later date).

4. Cherokee Bend plaque monument options and costs—Ronnie Vaughn and Sam Gaston (Appendix 1). (This matter will be brought back for further discussion at a later date.)

5. Creation of an American Green Zone Alliance (AGZA) — Stewart Welch (Appendix 2). (The Mayor shall request reference contact information so the City’s Parks and Public Works superintendents can discuss with their respective counterparts their experiences and recommendations. This matter will be brought back for further discussion at a later date.)

6. Added for discussion: Recommendation to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Ganesh Laxmi, LLC (trade name: Abhi at Mountain Brook), 2721 Cahaba Road, Mountain Brook, AL 35223. (Resolution No. 2019-086 was added to the 7 p.m. meeting agenda.)

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

2. EXECUTIVE SESSION

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss 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:

J:\Minutes & Agendas\Council\2019\20190610 Minutes.doc  June 10, 2019
Ayes:   Virginia C. Smith, Council President  
        William S. Pritchard III, Council President Pro Tempore  
        Philip E. Black  
        Lloyd C. Shelton  
        Alice B. Womack  

Nays:   None  

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

3. ADJOURNMENT  

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:40 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 10, 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.

Steven Boone  
City Clerk
Name / Address
Mountain Brook, City of
P.O. Box 15219
Mountain Brook, AL
35219

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mount Board Flange</td>
<td>1</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

Total: $5,200.00

Date: June 10, 2019

Iron City Street
2749 Cuscowood Blvd
Birmingham, AL 35210

Name / Address
Mountain Brook, City of
P.O. Box 15219
Mountain Brook, AL
35219

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
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<td>$5,200.00</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

Total: $5,200.00

Date: June 10, 2019
Page 12

Jefferson County Historical Association - The Jefferson Journal

No. 2

Mountain Brook Bend

Dr. Schuyler Utterham, M.C.

Mountain Brook is an upscale residential area of the city of Birmingham, Alabama. It is bounded on the north by Mountain Brook Boulevard and on the south by Mountain Brook Road. To the west is the city of Homewood, and to the east is the city of Vestavia Hills. The area is known for its upscale homes and high-quality schools. Mountain Brook has been the site of several significant events in Birmingham's history.

After the Civil War, the area developed slowly. During Reconstruction, the area was still primarily wooded. However, in the late 19th century, the area began to develop as a residential neighborhood. The first homes were built in the 1890s, and by the 1920s, the area was well-established as a wealthy neighborhood.

By the 1950s, Mountain Brook had become a popular residential area among the city's elite. The area was known for its large, elegant homes, and it quickly became a desirable place to live. Today, Mountain Brook remains one of the most expensive and desirable neighborhoods in the city.

(Cherokee Bend continued from page 11)

(Cherokee Bend continued from page 11)

The property extended from present-day Spring Valley Road, and Cherokee Bend on the south, as Red Mountain on the north, and west from Mountain Brook to the Clear Creek. The area was named Cherokee Bend in 1860 by A.M. Smith, a real estate company of that part of the city.

Cherokee Bend was bought by the Alabama & Tennessee Railroad in 1866. The railroad built a line through the area, and the town of Birmingham grew up around the railroad.

Cherokee Bend has been the site of several significant events in Birmingham's history. The first homes were built in the 1890s, and by the 1920s, the area was well-established as a wealthy neighborhood. Today, the area remains one of the most expensive and desirable neighborhoods in the city.

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Creation of an AGZA Green Zone
Proposal for the City of Mountain Brook, AL
May 8, 2010 Draft

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

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

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

An AGZA Green Zone is a property certified in using zero-emissions, low noise tools -- battery electric and manual -- for all routine maintenance activities. The proposed project would create an initial AGZA Green Zone at a selected property, e.g., Jefferson 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:

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

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

2. Professional Certification

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

Fees and Expenses

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Fees</th>
<th>Costs Not Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGZA Green Zone at initial property</td>
<td>$7,800</td>
<td>Equipment, ceremonies, signage, out-of-pocket travel, printing, etc.</td>
</tr>
<tr>
<td>AGZA Service Pro Certification</td>
<td>$0 when added to AGZA Green Zone</td>
<td>NA</td>
</tr>
</tbody>
</table>

Terms

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

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

Please remit payments to Quiet Communities, Inc., PO Box 583, 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, Mayor
City of Mountain Brook

Jamie Banks, Executive Director
Quiet Communities, Inc.
[This page is blank intentionally.]
The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 10th 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
William S. Pritchard, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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. RECOGNITION OF GUESTS

Council President Smith recognized Wilson Tynes and another Boy Scout from Troop 320 in attendance for satisfy the requirements of the Citizenship in the Community merit badge.

2. CONSENT AGENDA

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

Approval of the minutes of the May 24, 2019, special meeting of the City Council

Approval of the minutes of the May 28, 2019, regular meeting of the City Council

2019-080  Appoint Rachel Barton to the Jefferson County Intellectual and Developmental Disabilities Authority, Inc., to fill the unexpired term of Stacey Turner (Resolution No. 2014-164) and serve without compensation through December 8, 2020

2019-081  Increase the compensation rates of the municipal justices and City prosecutor effective July 1, 2019

2019-082  Consent to the Personnel Board of Jefferson County's creation of a new Firefighter Medic job classification (job code 05032, grade 19) and the migration plan of qualifying employees

2019-083  Authorize the execution of an investment agency agreement with respect to an investment account with Iberia Wealth Advisors

2019-084  Authorize a 5% premium/incentive pay effective June 24, 2019, for up to seven (7) police personnel holding a current Small Unmanned Aircraft Systems (SUAS) certification and assigned
to said duty by the Chief of Police (said premium/incentive pay adjustment shall be subject to approval by the Personnel Board of Jefferson County.

2019-085 Authorize the execution of a license agreement between the City and Red Mountain Search Dog Association to allow their use of the City’s training facilities

2019-086 Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Ganesh Laxmi, LLC (trade name: Abhi at Mountain Brook), 2721 Cahaba Road, Mountain Brook, AL 35223

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

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-080 through 2019-086) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 2048) PERMITTING AND REGULATING THE SALE OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY (EXHIBIT 8, APPENDIX 8)

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 President Pro Tempore Pritchard 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 Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Black moved for the adoption of the ordinance. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:
Ayes:  Virginia C. Smith, Council President
       William S. Pritchard III, Council President Pro Tempore
       Philip E. Black
       Lloyd C. Shelton
       Alice B. Womack

Nays:  None

4. The Council President Smith declared that the said ordinance (No. 2048) is hereby adopted by
       a vote of 5—0 and evidence thereof she signed the same

5. ANNOUNCEMENT

       The next regular meeting of the City Council will be June 24, 2019, at 7:00 p.m. in the Council
       Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

       There being no further business to come before the City Council, Council President Smith adjourned
       the meeting at approximately 7:05 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 10, 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. 2019-080

       BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rachel Barton
       is hereby appointed to the Jefferson County Intellectual and Developmental Disabilities Authority, Inc., to fill
       the unexpired term of Stacey Turner (Resolution No. 2014-164) and will serve without compensation through
       December 8, 2020.

APPENDIX 1
EXHIBIT 2

RESOLUTION NO. 2019-081

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the compensation for municipal court justices shall be $1,150 monthly for each judge effective July 1, 2019 and the judges shall balance their court schedules administratively; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the hourly compensation rate for the municipal prosecutor shall be $140 per hour (plus out-of-pocket expenses) effective July 1, 2019.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2019-082

A RESOLUTION CONSENTING TO THE PERSONNEL BOARD OF JEFFERSON COUNTY'S CREATION OF A NEW FIREFIGHTER MEDIC JOB CLASSIFICATION (05032) AND ADOPT AN MIGRATION/IMPLEMENTATION PLAN FOR RECLASSIFYING EMPLOYEES OF THE CITY THERETO

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 10th day of June, 2019, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby consents to the creation of a new Firefighter Medic job class (job code 05032, Grade 19) by the Personnel Board of Jefferson County (PBJC) and the migration of qualifying City employees to the new job classification as follows:

a) Current Firefighters who are licensed paramedics and whose base pay rate as of June 24, 2019, is at a step 10 of their assigned grade shall be migrated to the new job of Firefighter Medic effective June 24, 2019

b) Firefighters who are licensed paramedics and who are below a base pay rate of step 10 of their assigned grade and have a merit increase date between the date of the adoption of this resolution and June 24, 2019 shall be migrated to the new job of Firefighter Medic effective June 24, 2019

c) All other Firefighters who are licensed paramedics who are below a base pay rate of step 10 of their assigned grade and have a merit increase date after June 24, 2019, shall be migrated to the new job of Firefighter Medic on the employee's next merit date occurring after June 24, 2019

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2019-083

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the establishment of an investment account with Iberiabank (doing business as Iberia Wealth Advisors) and the execution by either the Mayor, City Manager, and/or Assistant City Manager/Finance Director of such documents that may be determined necessary with respect thereto; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Assistant Manager/Finance Director to execute, for and on behalf of the
City, the Investment Agency Agreement, in the form as attached hereto as Exhibit A, with respect to said Iberiabank (doing business as Iberia Wealth Advisors) investment account;

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the following individuals are authorized individually to sign on behalf of the City of Mountain Brook, Alabama and to make decisions regarding deposits and/or withdrawals to and from the Iberiabank (doing business as Iberia Wealth Advisors) Investment Account.

Stewart H. Welch, III Mayor, City of Mountain Brook

Samuel S. Gaston City Manager

Steven Boone Assistant City Manager/Finance Director

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2019-084
A RESOLUTION AUTHORIZING 5% PREMIUM/INCENTIVE PAY FOR POLICE PERSONNEL HOLDING A CURRENT SMALL UNMANNED AIRCRAFT SYSTEMS (SUAS) CERTIFICATION AND ASSIGNED TO SAID DUTY BY THE CHIEF OF POLICE

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 10th day of June, 2019, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby authorizes a 5% premium/incentive pay effective June 24, 2019, for up to seven (7) police personnel holding a current Small Unmanned Aircraft Systems (SUAS) certification and assigned to said duty by the Chief of Police (said premium/incentive pay adjustment shall be subject to approval by the Personnel Board of Jefferson County).

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2019-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a license agreement between the City and Red Mountain Search Dog Association, in the form as attached hereto as Exhibit A, subject to such minor revisions as may be recommended by legal counsel.
EXHIBIT 7

RESOLUTION NO. 2019-086

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Ganesh Laxmi, LLC (trade name: Abhi at Mountain Brook), 2721 Cahaba Road, Mountain Brook, AL 35223.

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

APPENDIX 7

EXHIBIT 8

ORDINANCE NO. 2048

AN ORDINANCE PERMITTING AND REGULATING THE SALE OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama as follows:

Section 1. Sunday alcohol sales.

Amendment. Pursuant to the provisions of §28-3A-25 of the Code of Alabama (1975), as amended by Alabama Act 2019-100, and as further authorized by Act of Alabama 2019-217, it shall be lawful for businesses licensed to sell alcoholic beverages for on-premises consumption, to commence such sales starting at 10 a.m. on Sundays (formerly noon).

Penalty. Any violation of this ordinance shall be a misdemeanor punishable by a fine or imprisonment to be determined at the discretion of the court or judge as provided in §28-3A-25 of the Code of Alabama (1975), as amended.

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

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

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

APPENDIX 8
May 23, 2019

Stewart H. Welch, III
Mayor, City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213

Dear Mayor Welch:

On behalf of the Board of Directors of The Jefferson County Intellectual and Developmental Disabilities, Inc., we are respectfully requesting the appointment of Mrs. Rachel Barton to our Board of Directors. In our Board meeting of May 21, 2019, the nomination of Mrs. Barton as our representative for the City of Mountain Brook was approved. Mrs. Barton has expressed her willingness to serve if appointed.

Mrs. Barton resides at 3370 Hermitage Road, Mountain Brook, Alabama 35223. Mrs. Barton brings to our Board the valuable perspective of being the parent of a child with a disability and our Board feels as though her contribution will be paramount.

We appreciate your consideration of Mrs. Rachel Barton to fill the vacancy created by the resignation of Mrs. Stacey Turner. Should you have any questions, please contact our Executive Director, Kendra Eidson at 205-945-9310 extension 242 and she will be happy to assist you.

Respectfully,

John Norman
Board President
Re: City Prosecutor pay

1 message

Steve Boone <boones@mtnbrook.org>
To: Sam Gaston <gastons@mtnbrook.org>

Tue, May 28, 2019 at 3:41 PM

See Red Below.

Homewood prosecutor: $4,166/month divided by 28-40 hours/month equals $149-$104 hourly rate

Vestavia prosecutor: $2,310/month divided 30-40 hours/month equals $77-$58 hourly rate

Jeff's memo suggests that $148 is the market rate. That 2019 rate represents a 5% compound growth rate from 2013 when the rate was last established. That growth rate seems high but is what it is. I suggest we offer to increase the rate from $110 to either $140 or $145 and increase by the across-the-board pay increase thereafter starting in October.

If we are going to increase the prosecutor's rate, the judges should be increased commensurately. Therefore, if we move from:

$110 to $140 the judges should move from $900 to $1,150/month
$110 to $145 the judges should move from $900 to $1,200/month

And consider increasing the judges annually by the across-the-board pay increase.

My recommendation is $140 for the prosecutor and $1,150 for the judges. We should discuss in executive session at the next opportunity. They may want Steve Shaw to weigh in as he did in 2013.

On Tue, May 28, 2019 at 3:34 PM Sam Gaston <gastons@mtnbrook.org> wrote:

Did you have any recommendations tonight for Jeff's request?

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

---

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Minute Book 90

2019-082

Letter to Appt-Applicants - May 10, 2019 (continued)

879

Rc: New Firefighter Medic Job Class

I. Issuance of Promoted Employees

A. The Firefighter Medic (Grade 19) position is scheduled to be announced no later than 2019 and will remain open continuously. We anticipate Firefighter Medic eligible applicants for a few days

II. Assignments to Firefighter Medic

A. Individuals who have been reduced in rank upon appointment to the Firefighter Medic job class will have to submit an application in order to be assigned. The Personnel Board will process the change in rank and coordinate with your personnel coordinator according to the facility system your department may have in place. The Personnel Board will assign the position to the most qualified applicant

III. Allowances for Firefighter Medic

A. The Firefighter Medic (Grade 19) position is scheduled to be announced no later than 2019 and will remain open continuously. We anticipate Firefighter Medic eligible applicants for a few days

IV. Pay Scale for Firefighter Medic

A. As mentioned, the pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position. The pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position. The pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position.

V. Personnel and Security

A. As mentioned, the pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position. The pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position.

VI. Additional Considerations

A. As mentioned, the pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position. The pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position.

VII. Conclusion

A. As mentioned, the pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position. The pay scale for Firefighter Medic is determined based upon the position's duties and responsibilities, as well as the requirements for the position.

Appendix 3

Letter to Appt-Applicants - May 10, 2019 (continued)

Rc: New Firefighter Medic Job Class

Page 3

These employees to the Firefighter Medic job class on the start of the pay period after October 1, 2019.

Although the year-end date will change when an existing Firefighter Medic is advanced in the Firefighter Medic job class, this information is based on the current year-end date. This information will not be used in determining the pay period for the Firefighter Medic job class.

As previously mentioned, we plan to add a list of all employees who will be advanced in the Firefighter Medic job class.

Security:

Deputy Director, Personnel Board of Jefferson County

cc: Payroll Coordinator

June 10, 2019
To:
From:
Date:
Subject:

Sung Civil
Suvce Ocm
lunc4.2019
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The City has bank accounts with two financial institutions and investment accounts with two other financial institutions. All bank deposits are held in collateralized (S.A.F.E.), interest-bearing, demand deposits checking accounts. The City’s investments are generally held in bank certificates of deposit and U.S. Treasury obligations with maturities of five years or less (consistent with the City’s investment policy).

I am reporting that the City establish another investment account with an affiliate of its primary bank that will be used to purchase U.S. Treasury securities with excess cash currently held in the checking account. If approved, the transaction will be debited with maturities ranging from overnight, weekly, monthly up to 90 days (interest). The account and investments therein are highly liquid with access to cash within 24 hours. It is estimated that investing in such securities can generate an additional 0.55% return compared to the current interest rate of the checking account. The authorized officials on the new account will be the same as the demand deposit accounts.

---

5% of the City’s investment policy allows for investments up to two years for operating funds and five years for capital debt service funds, investing in U.S. Treasuries beyond 90 days does not make sense based on current market conditions.

---

This new job class structure within the finance department will replace the current Firefighter job class with the new Firefighter I job class. The new job class will be at the rank of a Firefighter I. This new job class will be composed of personnel with the qualifications and experience necessary for the performance of the duties of a Firefighter I.

We will keep you updated on next steps and the implementation plan. Please feel free to contact me if you have any questions.

Sincerely,

[Signature]

Director, Personnel Board of Jefferson County

Fire Chief
City Clerk/Personnel Coordinator/DQ Manager
Jeffrey Growell
Kim Kirby
Brian Bollinger
Greg Grobe
Stacey Lange
APPENDIX 4

BHERA WEALTH ADVISORS, a division of BHERA, LLC

MUNICIPAL ADVISORY DISCLOSURES AND AGREEMENT

Thank you for selecting BHERA Wealth Advisors, a division of BHERA, LLC, to provide municipal advisory services to the City of Mount Vernon, Alabama in connection with the issuance of municipal bonds.

BHERA Wealth Advisors ("BWA") is equipped with applicable law and regulations to provide you with the necessary information and receive necessary approvals for the use of municipal advisory services. These materials are in two parts: (1) Disclosure about the services and the relationship, and (2) Agreement for the Municipal Advisory Services.

It is important for you to read these materials carefully and write a signed copy to us, retaining a copy for your files.

1. DISCLOSURES

We are required to disclose to you material facts in the form and manner prescribed under applicable laws and regulations.

A. We are not aware of any direct or indirect material benefit received from BERA, LLC other than the financial benefits from providing services to the Firm.

B. The BWA affiliates that provide any advice, service, or product to you on the basis of a direct or indirect material benefit (or its name) of the services and the relationship.

C. BWA has not made any payments, directly or indirectly, to obtain or retain municipal advisory services.

D. BWA has not received any payments by third parties to recommend the services, transactions, or products.

E. BWA has not the following arrangement involving BERA, LLC, and anyone who provide investment services to you.

F. We are not aware of any direct or indirect material benefit received from BERA, LLC other than the financial benefits from providing services to the Firm.

G. We are not aware of any other arrangements related to municipal financial services that may result from an ability to provide unsecured, uncommitted advice to an institutional facility.

2. AGREEMENT FOR MUNICIPAL ADVISORY SERVICES

This Municipal Advisory Agreement (the "Agreement") is made and between BHERA Wealth Advisors, a municipal advisor (the "Advisor") and the City of Mount Vernon, Alabama (as a "Client" shall be known collectively, "Client").

WHEREAS, the Advisor is engaged in the business of providing various types of municipal advisory services, including but not limited to, investment analysis, portfolio analysis, asset allocation, investment recommendation, portfolio monitoring, and related advisory services to clients (collectively, the "Advisor Services");

WHEREAS, the Client desires to appoint BERA, LLC as its municipal advisor and to receive the Advisor Services from BERA, LLC, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Municipal Advisor

The Client hereby appoints Advisor as its municipal advisor to provide it with Advisory Services on a reasonable basis, and Advisor hereby accepts such appointment and agrees to provide the Advisory Services on an ongoing basis and subject to the terms and conditions hereof.

2. Scope of Advisor Services in the Engagement

The municipal advisory services to be provided to the Client in this engagement are: Investment Management Services.

The limitations, if any, on an Advisor's services to the Client in this engagement are:

a. Client shall provide Advisor with Client's Investment Guidelines, as determined solely by Client (or its designee with such independence and expertise as Client shall designate), and Client acknowledges and agrees that Advisor shall not be obligated to follow such Investment Guidelines, or to consider any investment or any portion thereof.

b. Client shall provide Advisor with Client's Investment Guidelines, as determined solely by Client (or its designee with such independence and expertise as Client shall designate), and Client acknowledges and agrees that Advisor shall not be obligated to follow such Investment Guidelines, or to consider any investment or any portion thereof.

3. Scope of Advisor's Authority

The Adviser Services covered by this Agreement are advisory services, and Advisor has full power, authority and discretion to provide the Adviser Services to the Client.

4. Compensation

The compensation to be paid to Advisor for the Adviser Services shall be [to be determined by mutual agreement].

5. Client Account Restrictions

Client will not place any restrictions on the Adviser Services from time to time. Such restrictions may be self-imposed by Client in writing to Advisor's advisor. In the event of any restrictions, Client will provide Advisor with written notice of such restrictions.

6. Reports

Advisor will provide with, or instruct Broker/Dealer (as defined below) to provide Advisor representative and investment management reports on a quarterly, or more frequent, basis.

addition to such other reports concerning the management of the Account as is required by law.

ADDITIONAL DISCLOSURES

B. We are not aware of any direct or indirect material benefit received from BERA, LLC other than the financial benefits from providing services to the Firm.

C. We are not aware of any other arrangements related to municipal financial services that may result from an ability to provide unsecured, uncommitted advice to an institutional facility.

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ADDITIONAL DISCLOSURES

B. We are not aware of any direct or indirect material benefit received from BERA, LLC other than the financial benefits from providing services to the Firm.

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APPENDIX 4
April 20, 2019

I respectfully request that these procedures be executed by the Mountain Brook Police Department Administration and followed by the Oakville Station to ensure successful completion of the background checks and remain in line with the ACH (Electronic Funds Transfer) program and its subsequent recommendations.

Sincerely,

[Signature]

[Position]
APPENDIX 6

EXHIBIT A - RELEASE, WAIVER & INDEMNIFICATION AGREEMENT

See attached.

RELEASE, WAIVER & INDEMNIFICATION AGREEMENT - CITY OF MOUNTAIN BROOK, PUBLIC SAFETY EMPLOYEE TRAINING FACILITY - EAST STREET MOUNTAIN BROOK, AL (FALELLA)

I will be entering the above facility in connection with the Employee Training Activities conducted by the Red Mountain Search Dog Association ("Association"). I understand and agree with each of the following:

1. The facility is physically and structurally safe to perform the activity.
2. The facility, its structures, buildings, and grounds are reasonably free from any harmful or dangerous condition.
3. The City of Mountain Brook, Alabama is not responsible for my safety while I am at the facility or not engaging or participating in the activity.
4. There are no conditions, defects, or risks related to the facility or environment that may cause injury.
5. The type of activity may expose me to the hazards and may be necessary to the activity to be performed by the City of Mountain Brook, Alabama ("City"). My permission to perform the activity is in full compliance with all applicable laws, rules, regulations, and policies of the City.

By signing below, I acknowledge that I have read this Agreement, fully understand its terms, and understand that by signing it I am giving up all statutory or legal rights, but not waiving any right to sue or bring action by law to enforce this agreement. No additional waiver or release of liability or indemnification is necessary or implied.

Participant: [Name] Date: [Date]
Signature of Parent (if Under 18 Years of Age)

WILLIAM S. FALELLA, CITY OF MOUNTAIN BROOK, AL

City Manager

June 10, 2019

10-085

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from any bottle, case, barrel, or package containing the alcoholic beverages, or to manufacture the alcoholic beverages, or to offer to give any thing of value as a premium or present to induce the purchase of the alcoholic beverages, or for any purpose whatsoever in connection with the sale of the alcoholic beverages. This subdivision shall apply to the return of any moneys specifically deposited in the original containers to the owners of the containers.

(9) For any person to knowingly sell any alcoholic beverages to any person engaged in the business of illegally selling alcoholic beverages.

(10) For any person to manufacture, transport, or sell alcoholic beverages into this State, except in accordance with the reasonable rules and regulations of the board. This subdivision shall not prohibit the transportation of alcoholic beverages through the State or any county as long as the beverages are not for delivery therein, if the transportation is done in accordance with the reasonable rules and regulations of the board.

(11) For any person to fortify, adulterate, or in any manner change the character or purity of alcoholic beverages from that as originally manufactured by the manufacturer, except that a retail licensee on order from a customer may mix a chase or other ingredients necessary to prepare a cocktail or mixed drink for off-premise consumption.

(12) For any person licensed to sell alcoholic beverages to offer to give any thing of value as a premium for the return of Cape, stoppers, caps, stamps, or labels taken from any bottle, case, barrel, or package containing the alcoholic beverages, or to offer to give any thing of value as a premium or present to induce the purchase of the alcoholic beverages, or for any purpose whatsoever in connection with the sale of the alcoholic beverages. This subdivision shall not apply to the return of any moneys specifically deposited in the original containers to the owners of the containers.

(13) For any person to transport for hire, or by any person employed by the owner of the premises, or by any transporter for hire to transport any alcoholic beverages except in the original container, and for any transporter for hire to transport any alcoholic beverages within the state, unless the transporter holds a permit issued by the board.

(14) For any manufacturer, importer, or wholesaler, servant, agent, or employee of the same, to deliver any alcoholic beverages, except in vehicles bearing any information on each side of the vehicle as required by the board.

(15) For any person to sell alcoholic beverages within any city, county or city where the license has been issued against the sales, except in wet municipalities or as authorized by Section 26-30-10.

(16) For any person, firm, corporation, partnership, or association of persons as the same are defined in Section 26-30-1, including any civic center authority, racing commission, fair authority, airport authority, public or quasi-public board, agency, or commission, any agent thereof, or otherwise, who or which has not been properly licensed under the provisions of this chapter to sell, after sale, or to have in possession for sale, any alcoholic beverages. Any alcoholic beverages as possessed, maintained, or kept shall be destroyed and subject to condemnation and confiscation as provided by law.

(17) For any manufacturer, distiller, producer, importer, or distributor of alcoholic beverages to employ and maintain any person, who is not a full-time employee, as a resident sales agent, broker, or other like representative, for the purpose of promoting a sale, purchase, or acquisition of alcoholic beverages by or to the State or any county, or for any person who in lieu of a minimum bona fide employee to act as an agent, broker, or representative of any manufacturer, distributor, producer, importer, or distributor for that purpose.

(18) For any person to sell, give away, or otherwise dispose of taxable alcoholic beverages within this State on which the required taxes have not been paid as required by law.

(19) For any wholesaler or retailer, or the servant, agent, or employee of the same, to sell, distribute, deliver, or to receive or keep for sale or distribution, within this State any alcoholic beverages unless there has been issued by the board a manufacturer's license to the manufacturer of the alcoholic beverages or its designated representative or an importer's license to the importer of the alcoholic beverages.

(20) For any person under the legal drinking age, as defined in Section 28-17-1, to attempt to purchase, to purchase, or to possess any alcoholic beverages within this State, provided, however, it shall not be unlawful for a person under the legal drinking age, as defined in Section 28-17-1, to be an employee of a licensed liquor store, or on or near a licensed liquor store to handle, transport, or sell any beer or table wine if the person under the legal drinking age is acting within the line and scope of his or her employment while on duty. There must be an adult licensee, servant, agent, or employee of the same present at all times an licensed establishment is open for business.

(21) For any person, except when authorized by a local act or general act of local application or pursuant to Section 2 of this act, to buy, give away, sell, or serve for consumption on or off the premises, or to drink or consume any alcoholic beverages on the premises of the sale, restaurant, cocktail lounge, hotel dining room, or other public place on Sunday after the hour of ten o'clock a.m.

(22) For a person under the age of 21 years to knowingly sell or attempt to sell a false, forged, counterfeit, or otherwise nonconforming driver's license to obtain or attempt to obtain alcoholic beverages within this State.

(23) For any violation of subdivisions (17) through (19) of subsection (1) of Section 26-30-1, or any violation of subdivision (1) of Section 26-30-3, the offender shall, in addition to the fine and penalties otherwise provided for a violation of subdivisions (17) through (19) of subsection (1) of Section 26-30-1, or any violation of subdivision (1) of Section 26-30-3, be punished by imprisonment at hard labor for an additional six months

(24) For any person to sell alcoholic beverages to any minor, household, restaurant, hotel dining room, or other public place on Sunday after the hour of ten o'clock a.m.

(25) For any person to sell or attempt to sell an alcoholic beverage to a minor.

(26) For any person to sell or attempt to sell a false, forged, counterfeit, or otherwise nonconforming driver's license to obtain or attempt to obtain alcoholic beverages within this State.

(27) For any violation of subdivisions (17) through (19) of subsection (1) of Section 26-30-1, or any violation of subdivision (1) of Section 26-30-3, the offender shall, in addition to the fine and penalties otherwise provided for a violation of subdivisions (17) through (19) of subsection (1) of Section 26-30-1, or any violation of subdivision (1) of Section 26-30-3, be punished by imprisonment at hard labor for an additional six months.

(28) On conviction for a violation of this act, by the court or judge trying the case, a fine of not less than $250, nor more than $1,000, or both, and costs of prosecution.
APPENDIX 8
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