

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 10, 2019**

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:

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.



City Clerk

Iron City Stone
2749 Crestwood Blvd
Irontdale, AL 35210

Estimate

Date	Estimate #
6/6/2019	255

Name / Address
Mountain Brook, City of Revenue Department P.O. Box 130009 Mountain Brook, AL 35213 Mountain Brook, AL

Description	Qty	Rate	Project	
			Total	
Cherokee Bend Plaque Quote for 24' long wall		0.00		0.00
Install Block column approximately 4.5' W x 4.5' L x 5.5' T and veneer with building stone to match City of Min Brook Columns and install donated plaque. Attach a 24' L x 3.5' T curving stone wall veneered on both sides and a 2'W x 2L x 3.5'-4' T. Columns and wall cap to be integrated will wall stone unless solid cap is requested.	1	10,500.00		10,500.00
Sales Tax		10.00%		0.00
Total				\$10,500.00

Iron City Stone
2749 Crestwood Blvd
Irontdale, AL 35210

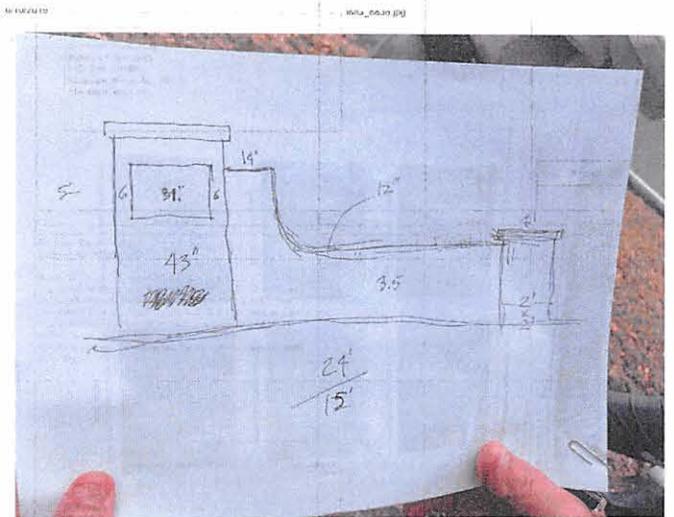
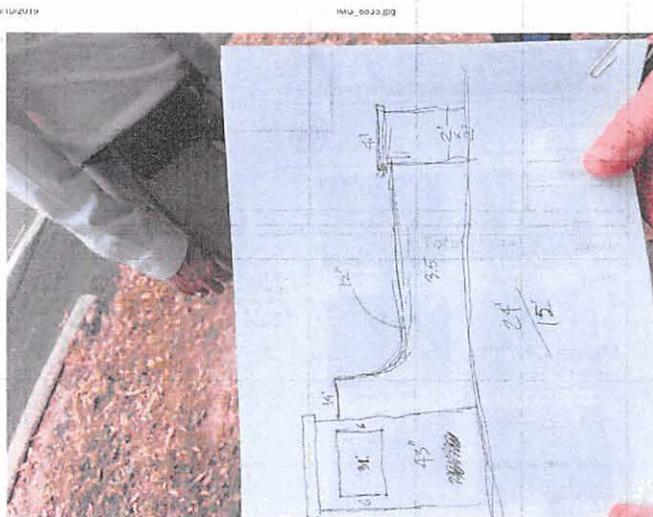
Estimate

Date	Estimate #
6/10/2019	256

Name / Address
Mountain Brook, City of Revenue Department P.O. Box 130009 Mountain Brook, AL 35213 Mountain Brook, AL

Description	Qty	Rate	Project	
			Total	
Cherokee Bend Plaque Estimate for 15' long wall		0.00		0.00
Install Block column approximately 4.5' W x 4.5' L x 5.5' T and veneer with building stone to match City of Min Brook Columns and install donated plaque. Attach a 15' L x 3.5' T curving stone wall veneered on both sides and a 2'W x 2L x 3.5'-4' T. Columns and wall cap to be integrated will wall stone unless solid cap is requested.	1	8,500.00		8,500.00
Sales Tax		10.00%		0.00
Total				\$8,500.00

APPENDIX 1



Mountain Brook's Cherokee Bend

Dr. Edward Stevenson, M.D.

Cherokee Bend is an upscale residential area of Mountain Brook, Jefferson County, Alabama. It does not have inclusive political limits per se, as would be outlined on maps of Mountain Brook as "Cherokee Bend". It extends east to the political city line of Irondale, and north to the political city line in the middle of Shades Creek between Mountain Brook and Birmingham. The geographical area bordered Old Leeds Road on the south and west. (Refer to map). Prior to 1965, the Cherokee Bend area and the Mountain Brook Club were in Jefferson County, not in Mountain Brook.

was generally used in America. The reason for closing the furnace in 1873 was the complete deforestation of his land for fuel, which included the present Cherokee Bend as well as much more. All of the trees in Cherokee Bend after 1873 and prior to 1963 were a maximum of 90 years old; and now in 2019, the larger and oldest ones are 146 years old.

After McElwain left, the present Cherokee Bend land, and perhaps much more, became the private property of George Gordon Crawford, who was President of T.C.I. from 1907 until 1930. He was a very active civic leader, and a friend of Robert Jemison. It was during these years after the deforestation, the natural botanical cycle from weeds to softwoods to hardwoods was progressing. Some people in the area owned horses and stables. Houston Blount had a home and horse barn; and John Davis, Mel's brother, had a stable. The territory became a network of riding trails.

Robert Jemison, Jr. developed Mountain Brook in the late 1920's and early 1930's and was very familiar with the ironworks. He proposed to George Gordon Crawford that he donate the ironworks site itself as a public park, which Crawford did; and it is now Mountain Brook City's Irondale Furnace Park. The park is marked with an historic marker on Stone River Road, and the park actually bisects Cherokee Bend.

Either before or after Crawford's death in 1936, the land that was to become Cherokee Bend was bought by W.E. Belcher to use as a hardwood reserve for his Belcher Lumber Company. After Belcher's death in 1945, the property became embroiled in a very lengthy legal process involving W.E. Belcher's children, the lumber company, and a bank. The legal result (See Wikipedia) appears to be that the property remained with the Belcher Company, and one of W.E. Belcher's sons, Brady Belcher, became president of the company.

Belle Meade area, Brookwood Road, and Brookwood Forest were being developed by Perkins Realty; Davis and

After the original development, as residential areas expanded to the south across Old Leeds Road, new county areas were annexed and became a subdivision known as Cherokee Bend South.

The area holds exceptional historical interest for the present and future homeowners of Cherokee Bend, as well as for history buffs. Although Red Mountain and the associated valleys had active Indian populations in the pre-colonial days, there is no direct evidence that the Cherokee (the tribe itself occupied Shades Valley, therefore the Cherokee Bend name is not directly related to the tribe. Historical interest in the raw land begins with the establishment of the Cahaba Iron Works (Irondale Furnace) by Wallace S. McElwain during the Civil War. He moved from Mississippi in 1864 and bought 2,146 acres, which included two detached sites on the Cahaba River.

The property extended from present day Spring Valley, Westbury, and Cherokee Roads on the south, to Red Mountain on the north; and west from Montrose Circle to near the eastern end of Brookwood Road. The area named "Cherokee Bend" in 1963 was composed of perhaps 200 acres, which was only one percent of the total McElwain acreage of 1864.

Cherokee Bend can be thought of as the immediate area around the Irondale Furnace. The furnace was destroyed by Gen. Wilson's famous raid in 1865. It was rebuilt in 1866 by McElwain, and operated until 1873.

Coal charcoal was the fuel for the furnace before coke



(Cherokee Bend continued from page 10)

Major; Johnson Rast & Hayes; Bertman Realty; Jerry and Allen Drennan and others. This expansion bypassed the large area owned by Belcher Lumber Company and was reserved by them as a source of hardwood lumber. Then, when you add Belcher's litigation to the equation, it remained a forest while other areas were being developed.

It was Brady Belcher who progressively sold segments of the company land to the Cherokee Bend developers. Each segment was progressively annexed by mutual agreement with the Mountain Brook Planning Commission, the city of Mountain Brook and real estate developers. Belcher's sales were not limited to particular real estate companies. Individuals could buy lots and build their own houses.

The Mountain Brook Planning Commission, originally set up by Mr. Jemison, regulated building codes and standards. Cherokee Bend was never annexed by the city as a total unit, but annexed piecemeal in segments as development progressed.

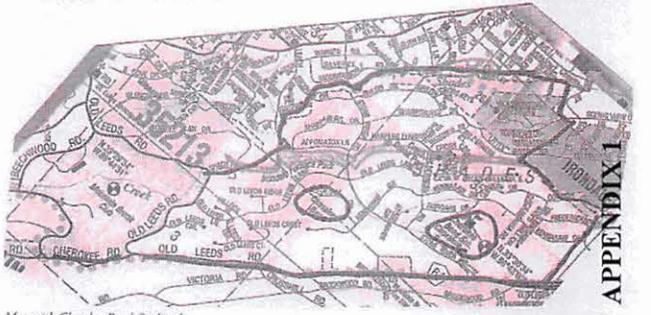
Development of residential property began in 1963, when several interested real estate companies formed a consortium, which is mentioned in available records as "The Cherokee Bend Corporation". The consortium provided a unified voice for the realtor members to be able to deal with governmental issues that were common to all.

Perkins Realty, Davis and Majors Realty, Johnson Rast & Hayes and Jerry and Allen Drennan were the principal members. John Hamilton "Ham" Perkins with Mel Davis are accredited with the original idea of development of Cherokee Bend. These two were the "sparkplugs" at the beginning of development, and for many years thereafter Jerry Drennan and Tom Rast were very active participants.

Ham Perkins, with agreement and approval of Robert Jemison, Jr. and the other developers, gave the development its name, "Cherokee Bend", referring to the location of the "bend" in Old Leeds Road at the end of Cherokee Road, as can be seen on the map. Before this large planned residential development began in earnest, there was already a road into the area. Old Leeds Lane, which began at the eastern end of the Mountain Brook Club golf course. Two other streets were already present, Old Leeds Terrace and Hillock Drive, branching from Old Leeds Lane.

Cherokee Bend development itself began up the hill on Old Leeds Lane, above those streets, near the driveway to the Blount estate. Stones from the Davis barn were used to build an entrance column, with a bronze plaque inscribed "Cherokee Bend 1964". A ribbon-cutting ceremony was held at that column, as pictured, but the stone column

(continued on page 12)



Map with Cherokee Bend Outlined.

(Cherokee Bend continued from page 11)

was later removed. Ham Perkins took the bronze plaque to his home and garden fence, where it hangs today.

The naming of the streets for Civil War battles was done by Betty and Jerry Drennan combined with the interest in military history possessed by Annapolis graduate, Ham Perkins. The McElwain iron works certainly provided adequate association with the Civil War, especially since the loss of the Battle of Shiloh had been the incentive for McElwain's move from Mississippi.

Two prominent streets were exceptions to that original naming scheme, namely Old Leeds Lane, which was already present, and Stone River Road. On the area blueprints dated 1963, Stone River Road was named Monarch Avenue. The Birmingham allowed footing to enter Groover Street.

This opened a second traffic access to Cherokee Bend. Monarch Avenue was renamed Stone River Road, and it dead-ends on the north end at Shades Creek. For several years prior to that Shiloh Drive bridge, the homeowners, firetrucks, and ambulances had only one access to the whole development, and that was Old Leeds Lane. It is possible that Old Leeds Lane follows an old road used by the iron works for delivery of fuel to the top of the furnace bloomer, and was later used as a bridle trail.

As years passed, additional connecting access roads included the upper, south, end of Stone River Road, joined Old Leeds Road and Sharsburg Drive, which joined Scenic View Drive in Irondale.

Robert Jemison, Jr. had been developing Mountain

Brook since the late 1920's, and certainly had been aware of this 200-acre tract of land as a possible inclusion. The Mountain Brook Country Club had been part of his earliest plans, so he had been very much aware of the contiguous area. In 1929, portions of the area were known as Jefferson County Estates.

After World War II and the Korean War, expansion of the original Mountain Brook was inevitable. In dealing with the Mountain Brook city government, the infrastructure and school plans were of primary concern. The initial plans required assurance that there would be adequate property for schools. To assure that the school requirement would be met, Ham Perkins personally bought the property for Cherokee Bend School, and donated it to the city.

The initial plans also called for a small Williamsburg style shopping center. When the time came to consider implementation of that plan, enough citizens opposed the idea of a commercial area to force abandonment of the shopping center plan.

Cross Creek residential subdivision was substituted and developed by Jerry Drennan in the area reserved for the shopping center. The original plans also called for single-family dwellings only; but, as years passed, the Mountain Brook Planning Commission agreed to allow controlled construction of some condominiums and apartments.

The social and economic timing turned out to be nearly perfect in the mid 1960's. There were many young professionals and business executives already living in Birmingham or the suburbs, some of whom were war veterans, and had completed their educations. They had joined the professional and business community, had started young families that were now needing more space; and they were rising in their chosen businesses and professions.

These were the initial homebuyers, lot purchasers, and homebuilders in the new Cherokee Bend. This provided

(continued on page 13)



Cherokee Bend Ribbon Cutting 1964. L to R: Front: John Davis, Ham Perkins, Robert Jemison Jr., Bruce Belcher, Jerry Drennan, Bark: Vann Perkins, Charles Zubowski, Sam Riser. Top: Felix Drennan, Mel Davis, Ted Holden. Photo Courtesy: Mrs. Hamilton Perkins

(Cherokee Bend continued from page 12)

a healthy mix of older Birmingham families and people moving from other cities and states. The early residents formed a community bond like a small town, with parties, sledding in the snow with the children, Christmas-day visits to each other's homes, and other activities which formed lasting friendships, associations and memories. Of the originals, only one person still lives in her home at the present time.

Then came a business bonanza, the Telephone Company! The federal courts had decided that AT&T ("Ma Bell") was not in compliance with the United States antitrust laws, and it must be broken up into competing smaller companies. As a result,

The South Central Bell Building was constructed in the heart of downtown Birmingham, and remains one of the iconic downtown high buildings. Hundreds of top level and mid-level telephone executives were transferred from other cities and states. The Birmingham suburbs such as Mountain Brook, Homewood, Vestavia and Hoover offered new home buyers and home builders great opportunities. Cherokee Bend was waiting with open arms.

Other social and economic factors added to the profound changes during the 1960's. The Red Mountain Expressway, the rapid development of The University of Alabama at Birmingham, the building of Baptist Medical Center Montclair, and the civil rights disturbances all had positive impacts on "Over-The-Mountain" development.

An estimated that 400 houses were built in Cherokee Bend during the first ten years. The original residents humorously called it "The Telephone Company ghetto", because so many of the new employees of South Central Bell bought or built homes there.

Cherokee Bend Elementary School was built in 1969 on the land donated by Mr. Ham Perkins. At the present time, it enrolls students from Kindergarten through grade 6. Students are assigned to the various Mountain Brook

schools by the School Board depending upon need, desires of the parents, and availability.

There is no political boundary related to school districts, except the boundaries of the City of Mountain Brook itself. As the years have passed, areas outside of the original day visits to each other's homes,

Cherokee Bend developed, and, as mentioned previously, names such as CHEROKEE BEND SOUTH used.

Some homes built in Irondale, contiguous to the Mountain Brook city limits, are outside of Mountain Brook and are not eligible to use Cherokee Bend Elementary School. Likewise, assignment of a child to Cherokee Bend School does not necessarily designate that their home is in Cherokee Bend.

The development of Cherokee Bend has occupied a unique period in the land that it occupies. The land was dense virgin forest in "Shades of Death" Shades Valley before becoming an important Civil War site. Later it was an undeveloped recreational area for equestrian activity, and a hardwood reserve for a lumber company. Finally, it is a prestigious residential area, familiar to many people who call it home, or fondly recall happy childhoods when they grew up there.

The author was a resident of Cherokee Bend from 1965 until 2008, and wishes to thank the following other sources for this article:

The Perkins family: Mrs. Ham "Marge" Perkins; son, Charles Perkins; Ham's sister, Carol Perkins Poyner; and many personal conversations by this author with the late Ham Perkins.

Interview in depth with Betty Drennan, wife of the late Jerry Drennan.

Source: Birmingham Public Library staff and Birmingham News files.

The Mountain Brook City Administration staff (Janet Forbes and Dana Hazen).

"A History of Mountain Brook Alabama" by Marilyn Davis Barfield.

The late Dr. Joseph Appleton by interview.

"Descendants of Wallace Scott McElwain" by Linda Couder. Wikipedia.



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.



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.

_____ Date _____
 Stewart Welch, Mayor
 City of Mountain Brook

_____ Date _____
 Jamic Banks, Executive Director
 Quiet Communities, Inc.



APPENDIX 2

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**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 10, 2019**

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 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.

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	Exhibit 1, Appendix 1
2019-081	Increase the compensation rates of the municipal justices and City prosecutor effective July 1, 2019	Exhibit 2, Appendix 2
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	Exhibit 3, Appendix 3
2019-083	Authorize the execution of an investment agency agreement with respect to an investment account with Iberia Wealth Advisors	Exhibit 4, Appendix 4
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	Exhibit 5, Appendix 5

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 | Exhibit 6,
Appendix 6 |
| 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 | Exhibit 7,
Appendix 7 |

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 FUTHER 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.

APPENDIX 6

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

JEFFERSON COUNTY INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AUTHORITY, INC.

529 Beacon Parkway West, Suite 214
Birmingham, AL 35209
(205) 945-9310 ext. 242, (205) 945-8527 Fax
e-mail: keidson@jcidda.org

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

APPENDIX 1



Steve Boone <boones@mtnbrook.org>

Re: City Prosecutor pay

2019-081

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.

Re: City Prosecutor pay

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

Steve Boone <boones@mtnbrook.org>
To: \$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

Tue, May 28, 2019 at 3:41 PM

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?

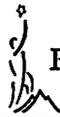
Steve Boone <boones@mtnbrook.org>
To: Sam S.Gaston

Tue, May 28, 2019 at 3:34 PM

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

APPENDIX 2



Personnel Board of Jefferson County

The Foundation of Your Merit System Career

May 10, 2019

City of Mountain Brook
City Manager Sam Gaston (VIA EMAIL: sgaston@mtbrook.org)
Fire Chief Mullins (VIA EMAIL: mmullins@mtbrook.com)

RE: New Firefighter Medic Job Class

Mr. Gaston and Fire Chief Mullins:

We appreciate your meeting with us a few weeks ago to discuss the details of the Firefighter Medic job class and the process of implementation for your City. We are looking forward to working with you to ensure a smooth transition with the goal of helping your Fire Department staff in a manner that effectively meets its fire and rescue needs.

I am sending this letter to follow up on the issues we discussed and decisions that have been made since our meeting. The Personnel Board is proceeding with the implementation of the Job of Firefighter Medic (Job Code 05032) within the timeframe outlined later in this letter; however, the (civilian) Paramedic job class that was being considered has been tabled indefinitely. The following provides information regarding various aspects of the implementation of the new Firefighter Medic job class.

Firefighter Medic Implementation Date

- Your current Firefighters who you indicate are licensed paramedics and perform paramedic-level medical duties will be migrated to the job of Firefighter Medic. We are beginning the migration of individuals to Firefighter Medic for most departments starting June 24, 2019; however, based on our discussion there would be some financial impact for your department and we are willing to work to align the migration with the upcoming fiscal year. I have left the dates below to coincide with the implementation for most other departments, but please feel free to let me know if the desire is to move implementation back to October 1, 2019.
The timing of the migration of individual Firefighters will depend on their current step and anniversary date.
Your current Firefighters who are licensed paramedics and are at a base pay rate of step 10 will be migrated to Firefighter Medic on the first day of your pay period on or after June 24, 2019 (i.e., if your pay period begins June 24th, then the migration of these employees will occur on that date; if your pay period does not begin June 24th, then the migration will start at the first day of the next pay period).
For firefighters who are licensed paramedics and who are below a base pay rate of step 10 as of the above referenced migration date, their transition will occur in conjunction with each employee's next merit date so that their upcoming step increase is not affected by the move to Firefighter Medic. For example, if you have a Firefighter who is a

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www.jpcal.org

Jefferson County Emergency Management Fairchild Federalism Certificate Holder
Mountain Brook Fire Department, Jefferson County Department of Health Leads Medical Dispatch
Preston Oaks Transit Trussville Victoria Hill, Warrior

Letter to Appointing Authorities - May 10, 2019 (continued)
RE: New Firefighter Medic Job Class
Page 2

licensed paramedic and is currently at a base pay rate of a step 6 and has an anniversary date of November 3, 2019, then that individual will receive his/her next merit increase to step 7 at the anniversary date and then the migration to Firefighter Medic will occur immediately following that merit increase.

Firefighter Medic List of Employees to Migrate to Firefighter Medic and Further Communication

- Personnel Board staff will handle the processing of the migration in coordination with your payroll coordinator. We are finalizing the information gathering on the list of firefighters that you indicated are performing Firefighter Medic duties and will use that list to guide the migration process. This list will be sent to you by the week of June 3rd for final review, though we may need to do an additional check as your delayed implementation date would draw nearer. Once we receive your final approval, then we will send individual letters to each affected employee informing him/her of the specifics of his/her migration, including the anticipated date of migration and anticipated placement step within the Grade 19 after migration.

Firefighter Medic Job Posting

- The Firefighter Medic (Grade 19) position is scheduled to be announced on June 2, 2019 and will remain open continuously. We anticipate Firefighter Medic eligible registers available for use by July 6, 2019. This register will be used to fill future positions within the Merit System five departments that are intended to handle paramedic-level medical responsibilities and firefighting responsibilities.

Application to Firefighter Medic

- Individuals who are on the above referenced list to be migrated to the Firefighter Medic job class will not have to submit an application in order to be migrated. The Personnel Board will process the change in coordination with your payroll coordinator using the employee's career profile within the Workday system. No actions will be necessary on the part of the affected employees to implement this change.
It is important to note that any employees who are currently receiving paramedic and rescue unit premiums and are slated for migration to the Firefighter Medic job class will be precluded from applying to the Firefighter Medic job class when it is posted on June 2, 2019. Rule 9.5J prohibits an employee from applying for a job that they currently hold and, although not all of the affected employees will have migrated by the date that the Firefighter eligible register is established, we will have earmarked those employees for migration upon their upcoming anniversary date. By prohibiting these employees from applying to Firefighter Medic, we can minimize any disruption in services for your department that would be associated with these employees (who are slated to move to Firefighter Medic) applying and getting hired by another Merit System fire department during the implementation process.

Pay Rate Following Implementation

- The vast majority of your Firefighters who are licensed paramedics are currently paid at a Grade 17 with two premium pay steps added to their base pay step. Upon migration of a Firefighter to the Firefighter Medic job class, these individuals will be moved to a Grade 19 and placed at the pay step that is equivalent to the hourly rate of pay (including the two paramedic-related premiums) that they were receiving prior to the migration. For example, the aforementioned Firefighter who is a licensed paramedic and is currently at a base pay rate of a Grade 17 Step 6, will move to Grade 17 Step 7 base pay rate on or about the November 3, 2019 anniversary date. If that employee was receiving a paramedic premium (one step) and a riding the rescue unit premium (one step), after the November 3rd merit increase the employee in this example would

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APPENDIX 3

Letter to Appointing Authorities - May 10, 2019 (continued)
RE: New Firefighter Medic Job Class
Page 2

move to Grade 19 Step 7 with the paramedic premium and the assigned rescue unit premium removed. Any other premium step (i.e., other than the paramedic premium and the assigned rescue unit premium) that the employee was receiving prior to the move will be migrated over to the Firefighter Medic job class.
These two premium codes will no longer be allowed for use for employees within the Firefighter job class or the Firefighter Medic job class. The pay associated with these premiums has been included in the grading of the Firefighter Medic (besides the increase in grade to a Grade 19). After establishment of the eligible register, employment of any future firefighters who are licensed and who will perform paramedic-level medical duties should be filled within the Firefighter Medic class, which makes these two premium pay codes no longer applicable to the Firefighter job class. These two premiums will remain available to all other ranks within the Fire Department at the discretion of the Appointing Authority.

Premium Pay Implications

- As mentioned, the premiums for paramedic (Premium Code #9) and assigned rescue unit (Premium Code #3) will be removed from all affected employees after their migration to the Firefighter Medic job class. These two premium codes will no longer be allowed for use for employees within the Firefighter job class or the Firefighter Medic job class. The pay associated with these premiums has been included in the grading of the Firefighter Medic (besides the increase in grade to a Grade 19). After establishment of the eligible register, employment of any future firefighters who are licensed and who will perform paramedic-level medical duties should be filled within the Firefighter Medic class, which makes these two premium pay codes no longer applicable to the Firefighter job class. These two premiums will remain available to all other ranks within the Fire Department at the discretion of the Appointing Authority.
As you are likely aware, there is a three-step limit (or cap) on premium pay that can be applied to the pay of any Merit System employee. Some of your current Firefighters who are licensed paramedics and currently receiving paramedic (one step) and assigned rescue unit (one step) premiums may also be receiving an additional step for another approved premium and/or possibly be eligible for other applicable premium(s). Removal of the two steps for paramedic and assigned rescue unit after migration impacts the premium limit or cap for those employees (i.e., where they currently only have one additional premium step allowable before reaching the cap, once those two premiums are removed, they will have potential for three additional steps before reaching the cap). As communicated during our meeting with you, the request for application of any premium step(s) is at the discretion of the Appointing Authority. No premium is required by the Personnel Board to be applied to any job; however, the Personnel Board does strive to ensure consistency in application of premium pay (assuming similar context and circumstances) to all employees within a given job class. Because the request for application of any premium step(s) is at your discretion, I would strongly encourage you to consider placing a one-step premium pay limit on your Firefighter Medic employees. Placing this limit on the Firefighter Medic job class will help ensure that this migration has minimal or no impact on your payroll expenses and will help maintain the integrity of the pay structure across the ranks within your department. Should you decide to restrict the Firefighter Medic job class to one step, I ask that you establish a policy indicating as such and file the policy with the Personnel Board so that we may appropriately respond to any questions regarding this issue.

Anniversary Date and Seniority Implications

- The anniversary date of each employee will change when he/she is migrated to the Firefighter Medic job class. As you are likely aware, the employee's anniversary date drives his/her annual merit increase. It is because of this change in anniversary date that we are delaying migration of any employees below step 10 until their next anniversary date and merit increase. This will allow us to migrate the employees at a time that will not have any negative impact on his/her merit increase. The change to anniversary date does not have any substantive impact on individuals who are currently at the top step of the pay grade, which is why we will proceed with moving

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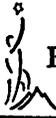
Letter to Appointing Authorities - May 10, 2019 (continued)
RE: New Firefighter Medic Job Class
Page 2

those employees to the Firefighter job class en masse on the start of the pay period after October 1, 2019.
Although the anniversary date will change when an existing Firefighter is moved to the Firefighter Medic position during this initial implementation period, this change will not impact their seniority in the Merit System or seniority in job class. Seniority as a Firefighter for those affected employees will be counted toward their seniority as a Firefighter Medic. All Firefighters who are migrated to the Firefighter Medic job class during this implementation will have completed their probationary period in the Firefighter job by the time of their migration and will not have to serve an additional probationary period as a Firefighter Medic.

As previously mentioned, we plan to send you a list of your Firefighters who are slated for migration to the Firefighter Medic job class and the implementation changes including grade, step, increase and effective date of each employee migration the week of June 3rd. I would ask that you please thoroughly review the information provided in that list and, if necessary, have your payroll coordinator thoroughly review the information to ensure that we have fully accurate information. Shortly after providing you with the list of affected employees, we will send communication to each Firefighter affected by the change and explain what will occur, when it will occur and attempt to answer any questions they may have. We will continue to keep you updated on the implementation process. Please feel free to contact me if you have any questions.

Sincerely,
Jeffrey Queshaw
Deputy Director, Personnel Board of Jefferson County
cc: Payroll Coordinator

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Personnel Board of Jefferson County

The Foundation of Your Merit System Career

February 12, 2019

VIA EMAIL
Appointing Authorities
Jefferson County Merit System

RE: New Paramedic Job Classes

Appointing Authority:

As you may be aware, the Personnel Board has been working with Fire Chiefs from across the Merit System to discuss options that could enhance the Fire Departments' ability to handle the volume of medical calls that are routinely received.

In addition to obtaining information from the Fire Chiefs and other interested parties, the Board collected data from other fire and rescue departments in the region to determine what is commonly practiced in the industry and what the job market would support in relation to potential fire- and paramedic-related job classes.

The goal of these job classes is to ensure the ability to employ a sufficient number of paramedics within your cities in a cost-neutral manner (i.e., not having any immediate impact on the cost to fill the positions and your overall budget).

- Firefighter - Grade 17
The existing Firefighter job class remains mostly unchanged and would be intended as the position for hire of non-paramedic firefighters.

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Birmingham Center Point Emergency Management Field: Paramedic Certificate Approved
Birmingham Fire Department: Jefferson County Department of Health, Local Medical Services District
Personnel Career Transit: Transit/VA Veterans Health Center

Letter to Appointing Authorities - February 12, 2019 (continued)
RE: New Paramedic Job Classes
Page 2

- Paramedic (civilian position, not certified as a Firefighter) - Grade 17
The Paramedic job class includes responsibilities related to providing life support measures consistent with the scope of practice allowable for Paramedics under the Alabama EMS Patient Care Protocols, along with other non-firefighting station-related responsibilities.

Implementation of this new job class structure within the fire departments will require movement of existing Firefighters who are licensed paramedics from the Firefighter class to the Fire Medic class.

Additional work is still necessary to fully define the job descriptions for these positions and establish appropriate minimum qualifications. The Personnel Board will work with Merit System fire personnel to effectively finalize these documents within the coming weeks.

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

Sincerely,

[Signature]
Loren Oliver

Director, Personnel Board of Jefferson County

- cc: Fire Chief
City Clerk/Payroll Coordinator/HR Manager
Jeffrey Greenhaw
Kim Kinder
Brian Belenger
Greg Oravico
Stacey Lango

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APPENDIX 3



CITY OF MOUNTAIN BROOK

P. O. Box 130003
Mountain Brook, Alabama 35213-0003
Telephone: 205.802.2400
www.mtbrook.org

To: Sam Gaston, City Manager
From: Steven Boone
Date: June 4, 2019
Subject: Establishment of an investment account

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 deposit checking accounts.

I am requesting 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 its checking account.

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



CITY OF MOUNTAIN BROOK
P. O. Box 132009
Mountain Brook, Alabama 35213-0209
Telephone: 205.822.2400
www.mountainbrook.org

To: Sam Gaston, City Manager
From: Steven Boone
Date: June 4, 2019
Subject: Establishment of an investment account

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 deposit 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 requesting 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 its checking account. If approved, the investments will be laddered with maturities ranging from overnight, weekly, monthly up to 90 days (currently 90). The account and investments therein is 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.

¹⁾While the City's investment policy allows for investments up to two years for operating funds and five years for capital and debt service funds, investing in U. S. Treasuries beyond 90 days does not make sense based on current market conditions.

INVESTMENT AGENCY AGREEMENT

This Agreement dated the 10th day of June, 2019, between CITY OF MOUNTAIN BROOK, ALABAMA, (hereinafter referred to as the "Principal") and IBERIA BANK and any successor thereto (hereinafter referred to as the "Agent"). Principal hereby constitutes and appoints Agent as the true and lawfully constituted agent and attorney in fact for the Principal and in the Principal's name and on the Principal's behalf, to act as follows:

1. To hold the funds and securities deposited with the Agent with the execution of this Agreement, together with such other property as it may subsequently acquire pursuant to the power and authority herein given to it, as well as any other monies or securities hereafter turned over to the Agent by the Principal, for the Principal's account, with full power to collect the income therefrom. Unless Principal shall otherwise direct, Agent may continue to hold property received by it as part of this Agreement so long as it deems appropriate. Agent is authorized to sign any declarations, affidavits, certificates of ownership or other documents which are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income on securities now or hereafter held or received for the account of Principal, and Principal agrees to reimburse, indemnify, protect, guarantee and hold Agent harmless of and from any liability, loss, claim, damage or expense which may arise or to which Agent may be subjected by reason of the execution of any such documents.

2. To invest and reinvest the account or any portion thereof in U. S. Treasury securities and other investments expressly allowed pursuant to Alabama Law and/or Principal's investment policy. As appropriate, the Agent may pay for services rendered by an affiliated company as an administrative expense of the assets held pursuant to this Agreement.

3. To sell at public or private sale, or otherwise dispose of all or any portion of the assets in such manner and upon such terms and conditions as the Agent may approve.

4. To trade securities using any broker at the discretion of the Agent, including brokerage offered by or through an affiliate of Agent, notwithstanding the fact that a portion of the brokerage charge may inure to the Agent.

5. To act on the Principal's instructions. Said instructions may be given by verbal or written communication, by email, text, or by fax. If given verbally, the Principal agrees to submit promptly thereafter written confirmation of such instructions when appropriate. Faxes, texts and email shall be treated as written instructions for purposes of this Agreement. The Agent shall receive full protection for reliance upon such verbal or written instructions. Under no circumstances shall the Agent be responsible for such verbal or written instructions until the Agent has acknowledged receipt of such instructions and has agreed to act upon such instructions.

6. To render annual or more frequent statements as may be requested. The statements shall include a full and complete report and accounting of the Agent's actions hereunder including receipts and disbursements for the account and any inventory of the account held as of the last day of such reporting period. The Agent shall also furnish the Principal with data for the preparation of any federal and state tax returns or information as may be needed.

(0001001)

7. To execute, without necessity of consulting the Principal, any and all proxies on shares of stock for the Principal as the Agent deems to be in the Principal's best interests, unless otherwise directed.

8. To have any and all securities belonging to the Principal issued or registered in the name of the Agent or in the name of its nominee.

9. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, to treat as an expense of the Principal's account any compensation so paid, and as the Principal may from time to time approve.

10. To do any and all things reasonably necessary for the proper protection of the Principal's interests or rights in any manner whatsoever.

11. To have Investment Authority as designated below:

NO APPROVAL REQUIRED - The Agent is to have sole authority to make any transaction hereinabove provided for.

APPROVAL REQUIRED - Notwithstanding the provisions hereinabove, the Agent shall obtain the Principal's approval prior to making any transaction hereinabove provided for, unless the Principal is then incapacitated; provided, however, that no approval from the Principal shall be necessary for the Agent to make temporary investments in interest bearing securities and notes or to purchase and sell fractional shares and subscription rights to which the account may become entitled.

12. With regard to securities held in the Agent's nominee's name, Securities Exchange Act of 1934 Rule 14b-2(c) requires the Agent to supply any requesting company the Principal's name, address and security position of securities in that company unless the Principal directs the Agent otherwise. The information requested may only be used for "corporate communication" purposes.

The Principal directs as follows:

NO - do not release this information

YES - release this information

13. Banking regulations provide for delivery of a written confirmation of each security transaction within five days unless waived.

The Principal directs as follows with respect to waiver:

NO - provide confirmations and security advices for each security transaction

(0001001)

YES - do not send confirmations and security advices for each security transaction and instead provide this information in a customary statement

14. The Principal hereby agrees that the Agent shall be entitled to compensation for its services in the performance of this Agreement in accordance with its current schedule of fees as adopted by the Agent from time to time.

The powers herein granted shall not be affected by the Principal's disability, incompetency, or incapacity. These powers shall continue in force until the Agent shall be notified by the Principal in writing of the revocation of the same. The right is likewise hereby reserved to the Agent to terminate this Agreement by serving written notice to that effect upon the Principal. The Principal recognizes that for a period of time the Agent might be unaware of the termination of this Agreement if such termination occurs by operation of law due to the Principal's death. As a further consideration for its acceptance of its appointment hereunder, the Principal hereby waives (and binds its heirs, assigns and personal representatives to such waiver) any and all claims which the Principal or its heirs, or assigns, or personal representatives may have against the Agent for any action it takes in good faith after such termination, pursuant to the terms of this Agreement or of any instructions given it by the Principal.

The powers herein granted shall continue in force until the Principal's death, or until the Agent shall be notified by the Principal in writing of the revocation of the same. The right is also reserved to the Agent to terminate this Agreement by serving written notice to that effect upon the Principal.

The Principal and Agent agree that the Law of Trust will govern.

IN WITNESS WHEREOF, the Principal and Agent have executed this Agreement under seal as of the date first above written.

PRINCIPAL:

Steven Boone
STEVEN BOONE
ASSISTANT CITY MANAGER
FINANCE DIRECTOR

Witness:
Sharon Aldred

AGENT:
IBERIA BANK

ATTEST:

BY:

BY:

Print Name:

Print Name:

ITS: Authorized Officer

ITS:

(0001001)

IBERIA WEALTH ADVISORS
Client Investment Strategy

Date: 6/10/2019
Account Name: IBERIA BANK AS AGENT FOR THE CITY OF MOUNTAIN BROOK, ALABAMA
Account No.:
Client: CITY OF MOUNTAIN BROOK Phone: 205 822 2400
Address: 16 CHURCH STREET Mountain Brook, AL 35213 Email: BOONEST@IBERIAWEALTH.COM

Client Service Team
WA: FOODORFF, FRANK PR: MINK SMITH

Risk Tolerance: Conservative, Moderate, Aggressive (arrow pointing to Moderate)
Investment Authority: Sole, Joint with Institution, Joint with Individual, Joint with Institution and Individual, None
Distribution Provisions: Net Income, Full Discretionary, Discretionary with Co-Trustee Approval, None/Not Applicable

Goals (check all that apply):
 Accumulate wealth or Preserve wealth
 Fund retirement Leave legacy to my heirs/beneficiaries
 Charitable legacy Support family
 Education
 Other (please describe):

Form IBA-IG-03/04/19

APPENDIX 4

Time Horizon: 0-5 Years (checked), 5-10 Years, Over 10 Years
Tax Considerations: No Tax Impact, Tax-Deferred, Taxable, Tax-Exempt

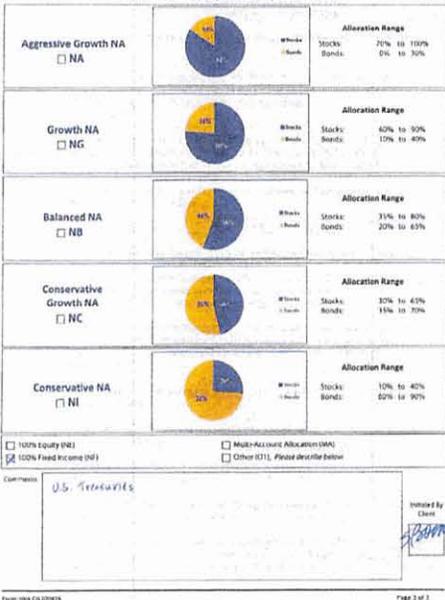
Prohibited Investments: Cryptocurrency, Commodity, Foreign Securities, Leveraged Instruments, Structured Products, Synthetic Instruments, Other

Important Information I wish Iberia Wealth Advisors to Know: None

Investment Policy Review: Iberia Wealth Advisors will review this Investment Policy at least annually, and reaffirm with me at least every three years. However, because this investment Policy and my strategic allocation depend upon the particular circumstances and preferences, whenever any of these things change materially from those expressed in this Policy, I understand that I should inform Iberia Wealth Advisors of those changes as soon as practicable to allow Iberia Wealth Advisors to perform its services appropriately, including, for example, revising this Investment Policy.

Compliance Acknowledgements: *Steven Boone* (6/10/2019), *Sharon Aldred* (6/10/2019), *Sharon Aldred* (6/10/2019), *Sharon Aldred* (6/10/2019)

IBERIA WEALTH ADVISORS Client Investment Objective - Neutral Allocations



H. We are not aware of any legal or disciplinary events material to your evaluation of IWA or the integrity of its management or advisory personnel.

II. AGREEMENT FOR MUNICIPAL ADVISORY SERVICES.

This Municipal Advisory Agreement (this "Agreement") is made this 10th day of June, 2019, by and between IBERIA Wealth Advisors, a municipal advisor duly registered with the Securities and Exchange Commission ("IWA" or "Advisor"), and the City of Mountain Brook, Alabama (individually or collectively, "Client").

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

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

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions herein contained, the Client and IWA (collectively the "Parties") agree as follows:

- Appointment of Municipal Advisor**
Client hereby appoints Advisor as its investment advisor to provide it with Advisory Services on a discretionary basis, and Advisor hereby accepts such appointment and agrees to provide the Advisory Services to Client on a discretionary basis and subject to the further terms and conditions of this Agreement.
- Scope of Advisor Services in this Engagement**
The municipal-advisory services to be provided Client in this engagement are: Investment Management Services.
The limitations, if any, on IWA's services to Client in this engagement are:
 - Client shall provide IWA with Client's Investment Guidelines, as determined solely by Client (in conjunction with such other independent professional advisors as Client shall determine), and Client acknowledges and instructs that IWA shall have no obligation to evaluate, advise or instruct as to the appropriateness or wisdom of Client's Investment Guidelines, other than to act in accordance with them.
 - and otherwise as described below.

To invest and reinvest the account or any portion thereof in U. S. Treasury securities or other investments expressly allowed pursuant to Alabama Law and/or the Municipal Entry's (City of Mountain Brook) investment policy.

W-9 Request for Taxpayer Identification Number and Certification

Get Form to the requester. Do not send to the IRS.

Go to www.irs.gov/form941 for instructions and the latest information.

CITY OF MOUNTAIN BROOK, ALABAMA

Part I Taxpayer Identification Number (TIN)

Part II Certification

General Instructions

Purpose of Form

Form W-9 (Rev. 11-2017)

IBERIA WEALTH ADVISORS, a division of IBERIABANK MUNICIPAL ADVISORY DISCLOSURES AND AGREEMENT

Thank you for engaging IBERIA Wealth Advisors, a division of IBERIABANK, to provide municipal advisory services to the City of Mountain Brook, Alabama as a Municipal Entity in connection with Investment Advisory Services.

IBERIA Wealth Advisors ("IWA") is required by applicable law and regulations to provide you with certain disclosures and to enter a written contract with you for the provision of municipal-advisory services. These materials are in two parts: (I) Disclosures about our services, and our relationship; and our (II) Agreement for Municipal Advisory Services.

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

I. DISCLOSURES.

- We are required to disclose to you all material conflicts of interest, including:
- We are not aware of any actual or potential conflicts known after reasonable inquiry that might impair IWA's ability to (I) provide unbiased, competent advice to an Obligated Person client or (II) fulfill its fiduciary duty to a Municipal Entity client.
 - The IWA affiliates that provide any services, or product to you or on your behalf that is directly or indirectly related to IWA's municipal advisory activities for you in this engagement are: [List, if any, and the advice, service or product they provide relative to the engagement].
 - IWA has not made any payments, directly or indirectly, to obtain or retain your municipal advisory business.
 - IWA has not received any payments by third parties to recommend their services, transactions or products.
 - IWA has no fee-splitting arrangement involving IWA and anyone who provides investments or services to you.
 - We are not aware of any conflicts of interest arising from IWA fees that are contingent upon the size or closing of a transaction on which IWA is advising you.
 - We are not aware of any other engagements or relationships of IWA that might impair its ability to (I) provide unbiased, competent advice to an Obligated Person client or (II) fulfill its fiduciary duty to a Municipal Entity client. [List, if any, by counterparty and nature of conflict].

addition to such other reports concerning transactions covered by the Agreement as are required by law.

- Custodian**
Advisor shall not take possession of any securities or other financial assets of Client related to the Account in performing the Advisory Services. Rather, such securities or financial assets related shall be held by Fidelity Investments (as a third party Custodian), unless Client expressly appoints another Custodian (the Custodian). Advisor is authorized to give instructions to the Custodian with respect to all investment decisions regarding such securities or financial assets and the Custodian is hereby authorized and directed to effect transactions, and otherwise take such actions as Advisor shall direct in connection with Advisor's performance of the Advisory Services. Any custodial fees charged to Client by the Custodian are exclusive of, and in addition to, the compensation payable to Advisor for providing the Advisory Services.

Client directs Advisor to use as Custodian:
 Fidelity Investments
 Other: (provide account information and documents)

- Allocation of Brokerage**
Client acknowledges that Advisor (in its sole discretion) will use various brokers and/or dealers for the purposes of investment transactions and holding securities or other financial assets related to this Account.

Client acknowledges that Broker/Custodian may provide Advisor research products and/or services utilized by Advisor in providing the Advisory Services. Such research and services generally will be used to service all of Advisor's clients; however, in some circumstances a portion of brokerage commissions paid to Broker/Custodian by the Account may be attributable to research products and/or services that are not used in managing the Account. Consequently, in some circumstances, the Account may pay to Broker/Custodian a commission greater than another qualified party might charge to effect the same transaction where Advisor determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services provided by Broker/Custodian.

- Compensation**
During the term of this Agreement, Advisor shall be entitled to, and paid, a fee for the Advisory Services ("Advisory Fees") at an annual rate of 10 Basis Points (0.10%).

Advisory Fees are payable on a monthly basis, in arrears, based on the gross market value of Client's assets under management at the end of the preceding month (the "Portfolio Value"). Upon termination of this Agreement, Client will remain liable for any unpaid monthly fee based upon the number of days elapsed during the month of termination. Client authorizes Advisor to deduct the Advisory Fees from securities account maintained with, and as permitted by, the Broker/Custodian.

- Scope of Advisor's Authority**
The Advisory Services covered by this Agreement are discretionary, and Advisor has full power, authority and discretion to supervise, manage, and direct the assets of Client which are subject to this Agreement, regardless of the manner in which such assets are held by Client.

Such assets may be held by separate arrangement in one or more accounts with Advisor or any affiliated or unaffiliated third party (an "Account" whether one or more), together with all additions, substitutions and alterations thereto. Advisor has exclusive authority to supervise, manage and direct the assets, including cash, in the Account with full power and authority as Client's agent to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Account and to place all orders for the purchase and sale of securities selected by the Advisor, all without prior consultation with the Client, and all at such times as the Advisor deems appropriate. In addition, Advisor has full power and authority to take any action necessary to open and maintain the Account and to complete and pay for any transactions in the Account.
- Applicable Investment Guidelines**
Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement pertaining to Client's investment objectives, needs and goals, and financial position, and to keep Advisor informed of any changes regarding same by providing prompt written notice of any such change to Advisor. Client acknowledges that Advisor cannot adequately perform the Advisory Services for Client unless Client diligently provides and updates such information and/or documentation under this Agreement.

Advisor shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals in providing the Advisory Services, and Advisor is expressly authorized to rely on such information.

If Client has provided Advisor with Investment Guidelines or Policies, then Client represents and warrants that it has received independent professional advice in formulating them and/or is capable of evaluating independently the relative risks and value both generally and with regard to the particular transactions, strategies or investment objectives contained in the Investment Guidelines or Policies, and herewith affirmatively indicates that it has exercised independent judgment in formulating and approving such Guidelines or Policies.
- Client Account Restrictions**
Client may place reasonable investment restrictions on the Account(s) from time to time. Such restrictions must be clearly stated by Client in writing in Client's Investor Profile and a revised Client Engagement Letter. Advisor will make reasonable efforts to comply with such restrictions, but only as an accommodation to Client. In no event will Advisor be liable for failure to observe any such restrictions. Client acknowledges and agrees that Accounts with investment restrictions may perform differently from Accounts without restrictions, which may include reduced Account performance.
- Reports**
Advisor will provide, or instruct Broker/Custodian (as defined below) to provide Advisor statements and investment management reports on a quarterly, or more frequent, basis in

In computing the Portfolio Value, each security listed on any national securities exchange and for which recent market quotations are readily available shall be valued at the last reported sale price on the principal exchange on which such security is traded, or if there has been no recent reported sale, at the last reported bid price. Where market quotations are readily available, unlisted securities shall be valued at the current bid price. Any other security or asset shall be valued in a manner determined in good faith by Advisor to reflect its fair market value.

10. Transaction Procedures

All transactions under this Agreement will be consummated by payment to, or delivery by Broker/Custodian, as custodian of all cash and/or securities due to or from the Account. Advisor may issue such instructions to the Broker/Custodian as may be appropriate in connection with the settlement of transactions initiated by Advisor pursuant to providing the Advisory Services. Instructions of Advisor to Broker/Custodian shall be made orally or electronically, and Advisor shall instruct all brokers and dealers executing orders on behalf of the Account to forward to Client and Broker/Custodian copies of all confirmations promptly after execution of transactions, unless Client affirmatively elects otherwise below. Advisor shall not be responsible for any loss incurred by reason of any acts or omissions of Broker/Custodian, any other broker or dealer, or any other fiduciary.

Client directs Advisor / Custodian:

- Client elects to receive transaction confirmations.
[X] Do not send confirmations; Client waives receipt of transaction confirmations.

11. Risk Acknowledgment

Advisor does not guarantee the future performance of the Account or any specific level of performance, or the success of any investment decision or strategy that Advisor may provide. Client understands that investment decisions are subject to various market, currency, economic, political and business risks, and that investment decisions will not always be profitable.

12. Proxy Voting

Client agrees that Advisor (itself, or through such third-party service designee as Advisor shall select in its sole discretion) shall be responsible for voting all proxies solicited by issuers of securities held in the Account, unless Client expressly directs otherwise below.

Client directs Advisor:

- [X] Advisor (or its third-party designee) shall vote all proxies solicited by issuers of securities held in the Account.
Client elects to vote proxies solicited for Account securities. Direct the Broker/Custodian to send proxies directly to Client for voting.

13. Taxpayer Identification

Client hereby certifies, under penalties of perjury, to Advisor and any transfer agent or broker-dealer, that 63-6001325 is Client's taxpayer identification number (TIN or EIN).

14. Service to Other Clients

Advisor may give advice and take action with respect to any of its other clients that may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is Advisor's policy, to the extent practicable, to allocate investment opportunities among clients over a period of time on a fair and equitable basis. Advisor shall not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security that Advisor, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of Advisor such transaction or investment appears unsuitable, impractical or undesirable for the Account.

15. Inside Information

Advisor shall have no obligation to seek or obtain any material non-public inside information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession. Client acknowledges that employees of Advisor may, from time to time, act as directors, officers or employees of companies whose securities are publicly traded, and that as a result, Advisor's employees may acquire information of a confidential nature. Client agrees that Advisor may, but shall not be required to, render investment advice with respect to any such company and that Advisor may, in its discretion, withhold any such knowledge or information or refuse to advise with respect to such company, if in Advisor's judgment, the disclosure of such knowledge or information or the rendering of investment advice on the basis thereof would be unfair, inequitable, a breach of any fiduciary obligation of Advisor to some other person, or would be unlawful. For the same reasons, Advisor, in its sole discretion, may exclude securities and other property from the Accounts.

16. No Legal or Accounting Relationship

In providing the Advisory Services, Advisor will not provide legal, accounting or tax advice or services to Client. Client expressly acknowledges and agrees that Client will not rely on any service provided by Advisor (including but not limited to the Advisory Services) as a substitute for professional legal, tax or accounting advice or services.

17. Form MA - DRPs

Advisor has no legal events or disciplinary history to disclose. No material changes have occurred since initial registration on 12/23/14.

18. Privacy, Confidential Relationship

All information and advice furnished by either Advisor or Client to the other hereunder, including that of employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law, regulation, ruling or order issued pursuant to law. Notwithstanding the foregoing, Advisor may share nonpublic personal information to service providers or third parties as necessary to provide the Advisory Services, which may

include attorneys, accountants, auditors and other professionals. Client hereby acknowledges receipt of Advisor's Privacy Notice, included as a separate notice.

19. Authority to Contract

If Client is not an individual (i.e., a corporation, partnership, trust or retirement plan), the party executing on behalf of Client (hereinafter referred to as the "Authorized Person") represents that he or she is fully authorized to execute this Agreement with Advisor and to act on behalf of Client in connection with the Advisory Services provided by Advisor to Client under this Agreement. Client and the Authorized Person agree to provide to Advisor, upon request, any and all additional documentation and agreements necessary to establish the authority of the Authorized Person to act on behalf of Client.

20. Governing Law

This Agreement is entered into and accepted by Advisor in the State of Alabama and it shall be governed by the laws of Alabama and such federal statutes, rules and regulations as may be applicable hereto.

21. Arbitration

THIS AGREEMENT CONTAINS A MANDATORY PRE-DISPUTE ARBITRATION CLAUSE. IT PROVIDES FOR AN ALTERNATE FORUM FOR DISPUTE RESOLUTION THAT WAIVES JURY TRIAL AND LIMITS APPEALS BUT DOES NOT AFFECT YOUR SUBSTANTIVE RIGHTS. BY SIGNING THIS AGREEMENT, YOU AND IWA, AND EACH OF OUR SUCCESSORS, ASSIGNS, AND AFFILIATES (THE "PARTIES") AGREE:

- All Parties are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
Arbitration awards generally are final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
The ability of the parties to obtain documents, witness statements, and other discovery generally is more limited in arbitration than in court proceedings.
The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
The panel of arbitrators may include a minority of arbitrators who are or were affiliated with the securities industry.
The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
The rules of the arbitration forum in which the claim is filed and any amendments to them shall be incorporated into this Agreement.

Except as may be prohibited by law, all controversies that may arise between you and IWA concerning any subject matter, issues, or circumstance whatever (including without limitation any Account, order, or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between us at any time) shall be determined by arbitration before the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules (the

"Commercial Arbitration Rules"). The Commercial Arbitration Rules and related forms may be obtained from and disputes may be filed at American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-6005, 800-778-7879, www.adr.org. Any arbitration hearing shall be held at a place chosen by the arbitrator(s) or AAA within the federal district in which Client's principal place of business is located, or at some other place to which Advisor and Client agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction. The award of the arbitrators will be final and binding, and judgment on the award may be entered in any court having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

22. Advisor Standard of Conduct

Client acknowledges and agrees that Advisor is subject to certain standards of conduct under federal and/or state securities laws. Client further acknowledges that investment decisions are subject to various market, currency, economic, political and business risks. There is no guarantee that any investment decision or strategy will result in a profit, or that the Account will be free from loss, including loss of entire investment. Accordingly, Client acknowledges and agrees that Advisor will have satisfactorily performed its obligations hereunder if Advisor adheres to the standards of conduct applicable to it under federal and/or state securities laws.

Advisor will not be responsible for any loss incurred by reason of any act or omission of third parties, including but not limited to, acts or omissions of Client or following Client's instructions, or the acts or omissions of a custodian or any broker-dealer.

Notwithstanding the foregoing, nothing in this Agreement will constitute a waiver or limitation of any rights of Client under applicable federal or state law.

23. Term, Termination

The term of this Agreement shall be ongoing beginning on the date first above written. This Agreement is terminable by Client and/or Advisor without penalty at any time upon thirty (30) days' notice given in writing to the other party. Upon termination of the Agreement, all sums which may be owed by either party shall be paid including pro-rata of any pre-paid Advisory Fees.

24. Assignments, Waiver

Advisor shall not make an assignment of this Agreement without the consent of Client. Except as otherwise provided for herein, no provision of the Agreement shall be waived, altered, modified or amended except in writing signed by the party against whom such waiver, alteration, modification or amendment is sought to be enforced.

25. Notices

Any notice, request, instruction, or other document to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, addressed if to Advisor to IBERIA Wealth Advisors, a division of IBERIABANK, 2340 Woodcrest Place, Birmingham, AL 35209, and if to Client to the address of record on the Account unless otherwise specified below:

[Alternate Client Address]

26. Entire Agreement / Headings

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. The heading of the sections hereof are inserted for convenience only and shall not constitute a part hereof.

Signatures: Agreed to this _____ day of _____, 2019.

IMPORTANT: THIS AGREEMENT IS SUBJECT TO A MANDATORY PRE-DISPUTE ARBITRATION AGREEMENT SET FORTH IN PARAGRAPH 21 ABOVE.

Client: IBERIA Wealth Advisors
Street # - 3721 Forest Run Road
Print Name and Title: Mike Smith, Director of Fixed Income

By: (Signature) (Date) By: (Signature) (Date)

Address

City: State: Zip:

Client:

Steven Boone
Print Name
Signature Date 6/10/2019
By: (Signature) (Date)

3721 Forest Run Road
Address
Mtn Brook, AL 35223-2101
City State Zip

LICENSE AGREEMENT

This License Agreement (the "Agreement") between the City of Mountain Brook, Alabama ("City") and Red Mountain Search Dog Association ("Licensee") is entered effective as of the date last signed below by a party (the "Effective Date").

WHEREAS, the City owns that certain real property located on East Street in the City of Mountain Brook, Jefferson County, Alabama on which it regularly conducts training activities for its public safety employees (the "Facility");

WHEREAS, the Facility contains a variety of structures, obstacles and different types of terrain that simulate conditions that may be encountered by public safety workers.

WHEREAS, Licensee is a non-profit association that trains search dogs that track and trail missing persons, assist in locating persons in catastrophic circumstances and otherwise serve the public in event of emergencies;

WHEREAS, Licensee desires to use the Facility on a periodic basis to conduct training activities for search dogs and their handlers at times that will not interfere with the City's use of the Facility (the "K-9 Training Activities" or "Activities"); and

WHEREAS, pursuant to the terms and conditions below, the parties desire that Licensee receive and use the License for the purposes contemplated herein

NOW WITNESSETH

For one dollar (\$1.00) paid by Licensee, the mutual covenants herein and other good and valuable consideration between the parties, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of License. Subject to the conditions herein, City grants Licensee a license to use the Facility solely for the purpose of K-9 Training Activities (the "License"). Licensee acknowledges that this Agreement grants it a revocable license, not any interest, title, permanent right or estate in land. The grant made hereunder is personal to the Licensee, and does not run with the land.

2. Nature of Use. Licensee will use fire tower, the rubble pile and culverts on the Facility and the land thereon for K-9 Training Activities. Licensee agrees to not use the firing range or burned cars on the Facility in connection with the permitted Activities.

3. Times of Use. Licensee anticipates conducting K-9 Training Activities at the Facility on weekends in late afternoon or early evening hours, with those Activities ending at sunset.

4. Agreement Representatives. The parties each will appoint a representative to coordinate and agree on the dates and times at which Licensee will use the Facility, and otherwise administer matters related to this Agreement. The City's representative will be its Fire

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Chief (or his/her designee). Notices contemplated herein will be deemed given when hand delivered, emailed or sent by first class mail to a party representative.

3. Conditions for Use. Licensee accepts the following responsibilities and shall comply with the following conditions related to its use of the Facility:

(a) Licensee may not enter or conduct Activities at the Facility without first scheduling that use with the City Agreement Representative;

(b) Before any K-9 handler, trainer, observer, official or other person associated with or representing Licensee (collectively a "Licensee Representative") enters the Facility to conduct Activities, Licensee will require each such Licensee Representative to execute a Release, Waiver & Indemnification Agreement that is attached as Exhibit A. Copies of such executed documents shall be provided to the City Agreement Representative.

(c) No person under 19 years of age may enter or participate in Activities at the Facility unless that person has a NASAR SAR/RECHB Certification, has certified to a parent and is accompanied by their parent (or guardian) during the training session;

(d) Indemnification. Licensee agrees to indemnify, defend and hold harmless the City of Mountain Brook, Alabama and its officials, employees, agents or representatives (the "City Representatives"), the City and City Representatives being collectively referred hereinafter as the "Indemnitees") from any and all losses, expenses (including reasonable attorney fees and court costs), damages, liability or claims (collectively, "Claims") which may be asserted against the City for the City Representatives by any third person (including any Licensee Representative) that arises from, relate to or are attributable to any of the following: (i) Licensee's use of the Facility or the K-9 Training Activities; or (ii) the failure by Licensee to perform its obligations under this Agreement; (iii) any defects or other conditions in or about the structures, buildings or property on or comprising the Facility; (iv) any negligent act, omission or conduct by the Licensee or any Licensee Representative that arises from or relates to the use of the License. This indemnification obligation includes: Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Licensee to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(e) Insurance. Licensee shall maintain the following insurance for the Term of this Agreement and for limits not less than stated below:

- General Liability: This insurance shall cover all operations performed by or on behalf of the Licensee, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$1,000,000 combined single

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limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence. This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to property and persons caused by or resulting from the negligent acts, operations or omissions of the Licensee, and any Licensee Representative, in performing the operations contemplated in the Agreement. Before the commencing Activities, Licensee shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

6. Term/Early Termination. This Agreement and the period of the License shall commence on the Effective Date and continue in effect for one year (the "Term"). Thereafter, it may be extended for up to four (4) successive periods of twelve (12) months each on written agreement of the agreement representatives of both parties. The initial term and any renewal period(s) may be collectively referenced hereinafter as the "Term."

Notwithstanding, either party may terminate the Agreement before its expiration effective on providing thirty (30) days advance written notice to the other.

7. No License Fee. Provided Licensee performs its obligations in this Agreement, the City will not charge Licensee a license fee during the Term.

8. No Assignment. Licensee may not assign this Agreement, the License or any of its rights or obligations hereunder to any third party without the advance written consent of the City, which consent may be withheld for any reason.

9. Miscellaneous. This Agreement (i) reflects all of the terms and conditions between the parties concerning the License, the Licensee's use of the Facility and the other matters herein, (ii) may not be amended except in a writing signed by both parties, (iii) is entered by the undersigned, duly authorized representatives of the respective parties, and (iv) may be executed in multiple counterparts which shall be construed together as a single original instrument and, when executed, each counterpart shall be binding upon and inure to the benefit of the parties whether reproduced in photographic, digital, computer, or other electronic form.

(Signature Page Follow)

3

RED MOUNTAIN SEARCH DOG ASSOCIATION (Licensee)

By: _____

Its: _____

Date: _____, 2019

CITY OF MOUNTAIN BROOK, ALABAMA (City)

By: *[Signature]*

Its: Mayor

Date: June 10, 2019

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EXHIBIT A - RELEASE, WAIVER & INDEMNIFICATION AGREEMENT

See attached.

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

I will be entering the above Facility in connection K-9 Training Activities conducted by the Red Mountain Search Dog Association (the "Activities"). I understand and agree with each of the following:

- (a) I am physically and medically capable to perform the Activities;
- (b) The Facility, and the structures, buildings, and grounds thereon are not normally open to or used by the public, and are not intended for the Activities;
- (c) The City of Mountain Brook, Alabama is not undertaking any responsibility for my safety while I am at the Facility, or is not sponsoring or participating in the Activities;
- (d) There may be conditions or defects (both latent and patent) on the Facility that create inherent risks of injury to me that cannot be eliminated regardless of the care taken to avoid or minimize them; and
- (e) The types of risks I may encounter at the Facility during the Activities will vary from one activity to another, but I may be injured there by falling, tripping, or other conditions. The injuries I incur from the Activities could range from minor (i.e., scratches, bruises, and sprains) to major (joint or back injuries, heart attacks, and concussions), or even be catastrophic (loss of limb, paralysis or even death).

Notwithstanding the risks that are inherent in my participation in Activities at the Facility, I further agree as follows:

- 1. My participation in the Activities is voluntary and that I knowingly assume all risks associated with them.
- 2. I, for myself and my heirs and assigns, agree to RELEASE, WAIVE, covenant not to sue, and INDEMNIFY AND HOLD HARMLESS the City of Mountain Brook, Alabama (and its officials, employees, and agents, the "City Representatives") from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, (including attorney's fees) that arise or may be brought against them related to participation in the Activities and my use of the Facility, and to reimburse the City for any such expenses incurred in connection with those matters.
- 3. This Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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 substantial legal rights, but still voluntary enter it by executing below.

Participant: _____ (Print)

Signature: _____ Date: _____

Signature of Parent (or Guardian) if Minor

Date: _____

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1 SB146
2 197135-1
3 By Senator Maggoner (H & P)
4 RFD: Jefferson County Legislation
5 First Read: 20-MAR-19

1 197135-1:m:02/14/2019:FC/tj LSA2019-495

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10 A BILL
11 TO BE ENTITLED
12 AN ACT

13 Relating to the City of Mountain Brook in Jefferson
14 County; to authorize the city council to authorize the sale of
15 alcoholic beverages in the corporate limits of the city for
16 on-premises consumption on Sunday commencing at 10:00 a.m.
17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. This act shall only apply to the City of
19 Mountain Brook in Jefferson County.

20 Section 2. In addition to any other authority for
21 the sale of alcoholic beverages on Sunday, the City Council of
22 the City of Mountain Brook may authorize the sale of alcoholic
23 beverages for on-premises consumption in the corporate limits
24 of the city on Sunday commencing at 10:00 a.m.

25 Section 3. The provisions of this act are
26 supplemental and shall not be construed to repeal any other
27 law except to the extent of any direct conflict with this act.

1 Section 4. This act shall become effective
2 immediately following its passage and approval by the
3 Governor, or its otherwise becoming law.

1 SB168
2 197284-2
3 By Representative Ingram
4 RFD: Economic Development and Tourism
5 First Read: 19-MAR-19

1 ENCROSSED

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3
4 A BILL
5 TO BE ENTITLED
6 AN ACT

7
8 Relating to Sunday sales of alcoholic beverages; to
9 amend Section 28-3A-25 of the Code of Alabama 1975, as last
10 amended by Act 2018-513, 2018 Regular Session, to authorize
11 the county commission of a wet county, by resolution or
12 referendum, to permit and regulate the sale of alcoholic
13 beverages on Sunday by retail licenses of the Alcoholic
14 Beverage Control Board; and to authorize the governing body of
15 a wet municipality, by ordinance or referendum, to permit and
16 regulate the sale of alcoholic beverages during certain hours
17 on Sunday by retail licenses of the Alcoholic Beverage
18 Control Board.

19 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

20 Section 1. Section 28-3A-25 of the Code of Alabama
21 1975, as last amended by Act 2018-513, 2018 Regular Session,
22 is amended to read as follows:

23 "28-3A-25.

24 "(a) It shall be unlawful:

25 "(1) For any manufacturer, importer, or wholesaler,
26 or the servants, agents, or employees of the same, to sell,
27 trade, or barter in alcoholic beverages between the hours of

1 nine o'clock p.m. of any Saturday and two o'clock a.m. of the
2 following Monday, except as provided in Section 28-3A-6(b)(1).

3 "(2) For any wholesaler or the servants, agents, or
4 employees of the wholesaler to sell alcoholic beverages, to
5 other than wholesaler or retail licensee or others within this
6 state lawfully authorized to sell alcoholic beverages, or to
7 sell for export.

8 "(3) For any person, licensee, or the board either
9 directly or by the servants, agents, or employees of the same,
10 or for any servant, agent, or employee of the same, to sell,
11 deliver, furnish, or give away alcoholic beverages to any
12 person under the legal drinking age, as defined in Section
13 28-1-5, or to permit any person under the legal drinking age,
14 as defined in Section 28-1-5, to drink, consume, or possess
15 any alcoholic beverages on any licensee's premises.

16 "(4) For any person to consume alcoholic beverages
17 on the premises of any state liquor store or any off-premises
18 licensee, or to allow alcoholic beverages to be consumed on
19 the premises of any state liquor store or any off-premises
20 licensee, except as specifically allowed by law for the
21 testing of alcoholic beverages.

22 "(5) For any licensee to fail to keep for a period
23 of at least three years, complete and truthful records
24 covering the operation of his or her license and particularly
25 showing the date of all purchases of alcoholic beverages, the
26 actual price paid therefor, and the name of the vendor, or to
27 refuse the board or any authorized employee of the board

1 access to the records or the opportunity to make copies of the
 2 records when the request is made during business hours.

3 *(6) For any licensee or the servants, agents, or
 4 employees of the same to refuse the board, any of its
 5 authorized employees, or any duly commissioned law enforcement
 6 officer the right to completely inspect the entire licensed
 7 premises at any time the premises are open for business.

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

11 *(8) For any person to manufacture, transport, or
 12 import alcoholic beverages into this state, except in
 13 accordance with the reasonable rules and regulations of the
 14 board. This subdivision shall not prohibit the transportation
 15 of alcoholic beverages through the state or any dry county so
 16 long as the beverages are not for delivery therein, if the
 17 transportation is done in accordance with the reasonable rules
 18 and regulations of the board.

19 *(9) For any person to fortify, adulterate,
 20 contaminate, or in any manner change the character or purity
 21 of alcoholic beverages from that as originally marketed by the
 22 manufacturer, except that a retail licensee on order from a
 23 customer may mix a chaser or other ingredients necessary to
 24 prepare a cocktail or mixed drink for on-premises consumption.

25 *(10) For any person licensed to sell alcoholic
 26 beverages to offer to give any thing of value as a premium for
 27 the return of caps, stoppers, corks, stamps, or labels taken

1 from any bottle, case, barrel, or package containing the
 2 alcoholic beverages, or to offer to give any thing of value as
 3 a premium or present to induce the purchase of the alcoholic
 4 beverages, or for any other purpose whatsoever in connection
 5 with the sale of the alcoholic beverages. This subdivision
 6 shall not apply to the return of any moneys specifically
 7 deposited for the return of the original containers to the
 8 owners of the containers.

9 *(11) For any licensee or transporter for hire,
 10 servant, agent, or employee of the same, to transport any
 11 alcoholic beverages except in the original container, and for
 12 any transporter for hire to transport any alcoholic beverages
 13 within the state, unless the transporter holds a permit issued
 14 by the board.

15 *(12) For any manufacturer, importer, or wholesaler,
 16 servant, agent, or employee of the same, to deliver any
 17 alcoholic beverages, except in vehicles bearing such
 18 information on each side of the vehicle as required by the
 19 board.

20 *(13) For any person to sell alcoholic beverages
 21 within any dry county or county where the electors have voted
 22 against the sales, except in wet municipalities or as
 23 authorized by Section 28-3A-18.

24 *(14) For any person, firm, corporation,
 25 partnership, or association of persons as the terms are
 26 defined in Section 28-3-1, including any civic center
 27 authority, racing commission, fair authority, airport

1 authority, public or quasi-public board, agency, or
 2 commission, any agent thereof, or otherwise, who or which has
 3 not been properly licensed under the appropriate provisions of
 4 this chapter to sell, offer for sale, or have in possession
 5 for sale, any alcoholic beverages. Any alcoholic beverages so
 6 possessed, maintained, or kept shall be contraband and subject
 7 to condemnation and confiscation as provided by law.

8 *(15) For any manufacturer, distiller, producer,
 9 importer, or distributor of alcoholic beverages to employ and
 10 maintain any person, who is not a full-time bona fide
 11 employee, as a resident sales agent, broker, or other like
 12 representative, for the purpose of promoting a sale, purchase,
 13 or acquisition of alcoholic beverages to or by the state or
 14 the board, or for any person who is not a full-time bona fide
 15 employee to act as an agent, broker, or representative of any
 16 manufacturer, distributor, producer, importer, or distiller
 17 for that purpose.

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

22 *(17) For any wholesaler or retailer, or the
 23 servant, agent, or employee of the same, to sell, distribute,
 24 deliver, or to receive or store for sale or distribution
 25 within this state any alcoholic beverages unless there first
 26 has been issued by the board a manufacturer's license to the
 27 manufacturer of the alcoholic beverages or its designated

1 representative or an importer license to the importer of the
 2 alcoholic beverages.

3 *(18) For any person under the legal drinking age,
 4 as defined in Section 28-1-5, to attempt to purchase, to
 5 purchase, consume, possess, or to transport any alcoholic
 6 beverages within the state; provided, however, it shall not be
 7 unlawful for a person under the legal drinking age, as defined
 8 in Section 28-1-5, to be an employee of a wholesale licensee
 9 or an off-premises retail licensee of the board to handle,
 10 transport, or sell any beer or table wine if the person under
 11 the legal drinking age is acting within the line and scope of
 12 his or her employment while so acting. There must be an adult
 13 licensee, servant, agent, or employee of the same present at
 14 all times a licensed establishment is open for business.

15 *(19) For any person, except where authorized by a
 16 local act or general act of local application or pursuant to
 17 Section 2 of this act, to buy, give away, sell, or serve for
 18 consumption on or off the premises, or to drink or consume any
 19 alcoholic beverages in any cafe, luncheon, restaurant, hotel
 20 dining room, or other public place on Sunday after the hour of
 21 two o'clock a.m.

22 *(20) Except where authorized by a local act or
 23 general act of local application or pursuant to Section 2 of
 24 this act, for the proprietor, keeper, or operator of any cafe,
 25 luncheon, restaurant, hotel dining room, or other public
 26 place to knowingly permit any person to give away, sell, or
 27 serve for consumption on or off the premises, or to drink or

1 consume any alcoholic beverages on the premises of the cafe,
 2 luncheon, restaurant, hotel dining room, or other public
 3 place on Sunday after the hour of two o'clock a.m.

4 *(21) For a person under the age of 21 years to
 5 knowingly use or attempt to use a false, forged, deceptive, or
 6 otherwise non-genuine driver's license to obtain or attempt to
 7 obtain alcoholic beverages within this state.

8 *(b) (1) Any violation of subdivisions (1) through
 9 (17) of subsection (a) shall be a misdemeanor punishable by a
 10 fine of not less than one hundred dollars (\$100) nor more than
 11 one thousand dollars (\$1,000), to which, at the discretion of
 12 the court or judge trying the case, may be added imprisonment
 13 in the county jail or at hard labor for the county for not
 14 more than six months for the first conviction; and, on the
 15 second conviction of a violation of the subdivisions, the
 16 offense shall, in addition to the aforementioned fine, be
 17 punishable by imprisonment or at hard labor for the county for
 18 not less than three months nor more than six months to be
 19 imposed by the court or judge trying the case; and, on the
 20 third conviction and every subsequent conviction of a
 21 violation of the subdivisions, the offense shall, in addition
 22 to a fine within the limits abovenamed, be punishable by
 23 imprisonment or at hard labor for the county for not less than
 24 six months nor more than 12 months.

25 *(2) Any violation of any provision of subdivisions
 26 (18), (19), (20), and (21) of subsection (a) shall be a
 27 misdemeanor punishable by a fine of not less than fifty

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1 dollars (\$50) nor more than five hundred dollars (\$500), to
 2 which, at the discretion of the court or judge trying the
 3 case, may be added imprisonment in the county jail or at hard
 4 labor for the county for not more than three months.

5 *(c) In addition to the penalties otherwise provided
 6 for a violation of subdivisions (18) and (21) of subsection
 7 (a), upon conviction, including convictions in juvenile court
 8 or under the Youthful Offender Act, the offender's license to
 9 operate a motor vehicle in this state shall be surrendered by
 10 the offender to the judge adjudicating the case for a period
 11 of not less than three months nor more than six months. The
 12 judge shall forward a copy of the order suspending the license
 13 to the Alabama State Law Enforcement Agency for enforcement
 14 purposes."

15 Section 2. ~~to~~ (a) (1) Subject to subdivision (2),
 16 in any wet county, the county commission, by resolution, may
 17 permit and regulate the sale of alcoholic beverages on Sunday
 18 after the hour of two o'clock a.m., for on-premises or
 19 off-premises consumption, or both, as determined by the county
 20 commission or as specified in the referendum, if applicable,
 21 by retail licensees of the Alcoholic Beverage Control Board.
 22 (2) The county commission of any wet county, by
 23 resolution, may require a referendum to be held to determine
 24 whether Sunday sales of alcohol shall be permitted in the
 25 county. Upon passage of a resolution by the county commission,
 26 the county shall hold the referendum and if a majority of the
 27 voters voting thereon vote in favor of the question, then the

1 sale of alcoholic beverages shall be permitted and regulated
 2 as specified in the referendum.
 3 to- In (b)(1) subject to subdivision (2), in any wet
 4 municipality, the local governing body or as specified in the
 5 referendum, if applicable, by ordinance, may permit and
 6 regulate the sale of alcoholic beverages on Sunday after the
 7 hour of two o'clock a.m., for on-premises or off-premises
 8 consumption, or both, as determined by the local governing
 9 body, by retail licensees of the Alcoholic Beverage Control
 10 Board.
 11 (2) The governing body of any wet municipality, by
 12 ordinance, may require a referendum to be held to determine
 13 whether Sunday sales of alcohol shall be permitted in the
 14 municipality. Upon passage of a resolution by the governing
 15 body, the municipality shall hold the referendum and if a
 16 majority of the voters voting thereon vote in favor of the
 17 question, then the sale of alcoholic beverages shall be
 18 permitted and regulated as specified in the referendum.
 19 Section J. This act shall become effective on the
 20 first day of the third month following its passage and
 21 approval by the Governor, or its otherwise becoming law.

1
 2
 3 House of Representatives
 4 Read for the first time and re-
 5 ferred to the House of Representa-
 6 tives Committee on Economic Devel-
 7 opment and Tourism..... 19-MAR-19
 8
 9 Read for the second time and placed
 10 on the calendar..... 03-APR-19
 11
 12 Read for the third time and passed
 13 as amended..... 04-APR-19
 14 Yeas 63, Nays 26, Abstains 7

Jeff Woodard
Clerk

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