

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 12, 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 6:30 p.m. on the 12th day of November, 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. Finance Committee appointment—Lloyd Shelton (Resolution No. 2019-174 was added to the formal meeting agenda.)
2. Library Board appointment—Lindsay Gardner (Resolution No. 2019-173 was added to the formal meeting agenda.)
3. Inter-City Recycling Challenge—Alice Womack (Appendix 1)
4. Canterbury Park playground equipment—Shanda Williams (Resolution No. 2019-175 was added to the formal meeting agenda.)
5. Beech Street bollards and traffic control—Steve Stine (Appendix 2)
6. Also, added to the formal meeting agenda were Resolution Nos. 2019-171 (re-establish the Payroll Specialist position for the Finance Department) and 2019-172 (create an Administrative Assistant position for the Revenue Department)
7. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Smith made a motion that the City Council convene in executive session to discuss a real estate matter and another matter involving good name and character of an individual. The motion was seconded by Council President Pro Tempore Pritchard. 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 declared that the motion passed by a vote of 5—0 and then requested that the audience members be excused and announced that the City Council shall convene in the Council Chamber at 7 p.m. upon conclusion of the executive session. Council President Smith then adjourned the pre-meeting at approximately 6:50 p.m.

3. **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 November 12, 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
Approved by City Council November 25, 2019

Sam Gaston

From: Alice Womack
Sent: Wednesday, October 30, 2019 11:41 AM
To: VIRGINIA C SMITH; Philip Black; Lloyd Shelton; Stewart Welch III; Sam Gaston; Billy Pritchard
Subject: Fwd: Friday November 1 at 9:30, Homewood City Hall- Inter-City Recycling Challenge

Letting you all know this is happening on Friday. Can we please add to the Nov 12 agenda?

Sent from my iPhone

Begin forwarded message:

From: Jennifer Address <address4hwd@gmail.com>
Date: October 30, 2019 at 10:47:42 AM CDT
To: Kimberly Cook <kcook@vhal.org>, Alice Womack <alicewomack14@gmail.com>, Britt Thames <bthames1@gmail.com>, Andy Gwaltney <andy@andygwaltney.com>, Casey Middlebrooks <casey.middlebrooks@hooveralabama.gov>, Jennifer Address <addressk@bellsouth.net>
Subject: Friday November 1 at 9:30, Homewood City Hall- Inter-City Recycling Challenge

October 30, 2019

For Immediate Release: Inter-City Recycling Challenge is ON!

Join City Councilors from Hoover, Mountain Brook, Vestavia Hills and Homewood on **Friday morning, November 1 at 9:30, at Homewood City Hall** to kick off our Inter-City Recycling Challenge. We will be joined by representatives from Birmingham Recycling and Recovery.

Details of our Inter-City Recycling Challenge:

Duration : 6 months, beginning November 1, 2019

Terms : The City with the greatest reduction in contamination rates wins

Prize : The participating councilors from the losing cities will each contribute an amount of their choosing to a charity of the winning city's choosing

Basis : Birmingham Recycling and Recovery will provide a 6-month average base (starting) rate

Judging : Birmingham Recycling and Recovery will report the winner of the competition

Starting month : November 2019
Ending month : April 2019

More: Councilors from Mountain Brook, Vestavia Hills, Homewood, and Hoover are beginning an educational awareness campaign that will help increase successful recycling participation, while decreasing contamination. The idea is to challenge our respective municipalities by having a friendly competition: **which City can lower their average contamination rate by the greatest percentage?** The winning City will choose a non-profit, to which the losing Councilors will donate funds.

We also welcome and challenge any other municipality in the region. We will publish our data monthly, along with a simple infographic with a tip on the do's and don'ts of recycling.

Background Information: In September, our Councilor Roundtable spent a half-day at the Birmingham Recycling and Recovery (BR&R) center in order to gain clarity on what happens when our recycling is hauled away. The tour and follow-up meeting with BR&R staff and ownership was an eye-opening experience, and we learned a great deal.

The recycling industry nation-wide is experiencing devastating losses. The demand for its product is extremely low, thanks to a near elimination of the Chinese market, and the supply is extremely contaminated, due to confusion on what is and isn't acceptable to place in recycling bins. And our city governments are being charged for that contamination, which averages well above 30%.

That means no matter how pure our intentions are when we recycle, contamination can ruin an entire truck load. As a region, we have to control our contamination rates, increase our volume of good recycling products and cut our processing costs.

To improve the region's recycling efforts, and the value our citizens receive for what they pay for this service, we are starting a city-by-city public education campaign on what is and isn't recyclable.

People want to do the right thing, and we can assist, and improve the recycling experience and success rate region-wide.

For more information on our Councilor Roundtable, visit al.com:

https://www.al.com/opinion/2019/10/councilors-from-mtn-brook-hoover-vestavia-bham-bessemer-and-homewood-take-action.html?fbclid=IwAR0O1kI28n-Qhv_EhagGD5CNCe-HQ1cGKKwzOuFP2ME9oVnfCvFXv7gq-M

Jennifer Address
Homewood City Council
Ward 5, Place 1
address4hwd@gmail.com
Cell: 205-595-5239

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 12, 2019**

The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 12th day of November, 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 Boy Scouts Henry Short representing Troop 53, Robert Martin representing Troop 28 and Jackson Short representing Troop 86.

2. PRESENTATION

Mayor Welch presented Ms. Lou Mahon, tired educator from Cahaba Heights, with the Retired Teachers' Day proclamation (No. 2019-1686).

3. 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 October 28, 2019, regular meeting of the City Council

| | | |
|-----------------|---|--------------------------|
| 2019-164 | Small Business Saturday proclamation | Exhibit 1 |
| 2019-165 | Authorize the placement of a street light on an existing utility pole between 2428-2430 Mountain Brook Circle to illuminate a walking path from Mountain Brook Village to Heathermoor Road at the Mountain Brook Elementary playing field | Exhibit 2, Appendix 1 |
| 2019-166 | Authorize the expenditure of funds for traffic island improvements at Brook Manor Drive | Exhibit 3, Appendix 2 |
| 2019-167 | Reaffirm the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program | Exhibit 4, Appendix 3 |
| 2019-168 | Retired Teachers' Day proclamation | Exhibit 5 |

| | | |
|-----------------|--|---------------------------|
| 2019-169 | Authorize the execution of an amendment, including the stacked stone bridge railing design modifications and preparation of 2019 Rebuild Alabama grant application, to the previously authorized professional services agreement (Resolution No. 2016-202) between the City and Gresham, Smith and Partners with respect the Caldwell Mill Road bridge replacement | Exhibit 6, Appendix 4 |
| 2019-170 | Authorize the sale of certain personal property by way of public Internet auction or the disposal of said property not sold | Exhibit 7 |
| 2019-171 | Authorize the re-establishment of one (1) Payroll Specialist position (Class no. 01015, G18) for the Finance Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County | Exhibit 8, Appendix 5 |
| 2019-172 | Authorize the creation of one (1) Administrative Assistant position (Class no. 00066, G16) for the Finance Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County | Exhibit 9, Appendix 6 |
| 2019-173 | Reappoint Susan Elliott to The Emmet O'Neal Library Board, to serve without compensation, her term to end November 12, 2023 | Exhibit 10, Appendix 7 |
| 2019-174 | Reappoint John R. Doody Jr. to the Finance Committee, to serve without compensation, with the term of office to end November 23, 2023 | Exhibit 11 |
| 2019-175 | Authorize the City Manager to issue and execute, for and on behalf of the City, a purchase order in the amount of \$45,022.59 for the acquisition and installation of play equipment at Canterbury Park | Exhibit 12, Appendix 8 |

Thereupon, the foregoing minutes, proclamations and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, proclamations and resolutions were then considered by the City Council. Council member Black seconded the motion to adopt the foregoing minutes, proclamations 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, proclamations (No. 2019-164 and 2019-168) and resolutions (Nos. 2019-165 through 2019-167 and 2019-169 through 2019-175) are adopted by a vote of 5—0 and that and as evidence thereof she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2061) AMENDING SEC. 30-3(A) OF THE CITY CODE CHANGING THE TIME OF MUNICIPAL COURT FROM 4 P.M. TO 3 P.M. (EXHIBIT 13)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, 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 adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
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 said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2061) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 2062) ADOPTING THE 2018 BUILDING CODE AND 2017 ELECTRICAL CODE (EXHIBIT 14)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. 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
William S. Pritchard, III
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 President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2062) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. ANNOUNCEMENTS

The next regular meeting of the City Council will be November 25, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:30 p.m.

8. 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 November 12, 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
Approved by City Council November 25, 2019

EXHIBIT 1

PROCLAMATION (2019-164)

Whereas, the government of the City of Mountain Brook, Alabama, celebrates its local small businesses and the contributions they make to its local economy and community; according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, they represent 99.7 percent of all businesses with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday[®] said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, the City of Mountain Brook, Alabama supports its local businesses that create jobs, boost the local economy and preserve communities; and

Whereas, advocacy groups, public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November 30, 2019, as:

“SMALL BUSINESS SATURDAY”

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

EXHIBIT 2

RESOLUTION NO. 2019-165

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

1. That Alabama Power Company is requested to install one (1) 108 watt LED area, 4000K, gray – 8,500 to 14,000 lumens street light on an existing pole in the vicinity of 2428-2430 Mountain Brook Circle as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).
2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2019-166

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$1,000.00 for materials and provide City labor and equipment to install beautification improvements at the Brook Manor Drove traffic island as illustrated in Exhibit A attached hereto.

APPENDIX 2

EXHIBIT 4**RESOLUTION NO. 2019-167**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reaffirms the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program (Exhibit A attached hereto).

APPENDIX 3

EXHIBIT 5**PROCLAMATION (2019-168)**

Whereas, public education is the foundation of our society and is the most critical element in the progress and enlightenment of our state and nation; and

Whereas, public educators in our educational system have carried the torch of knowledge, opening doors to the challenge and excitement of learning for countless youths; and

Whereas, public educators, because of their deep and abiding love of children, have displayed a commitment to their students and dedication to their profession; and

Whereas, our state's retired public educators have served long careers, laboring throughout their tenures to educate our state's school children; and

Whereas, retired public educators throughout Alabama are deserving of the highest praise and recognition our state can bestow for devotion to their profession.

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November 19, 2019, as:

"RETIRED TEACHERS' DAY"

in the City and encourage all residents to join together in paying tribute to its retired public educators.

EXHIBIT 6

RESOLUTION NO. 2019-169

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, an amendment, including the stacked stone bridge railing design modifications and preparation of 2019 Rebuild Alabama grant application (Exhibit A attached hereto), to the previously authorized professional services agreement between the City and Gresham, Smith and Partners with respect the Caldwell Mill Road bridge replacement.

APPENDIX 4

EXHIBIT 7**RESOLUTION NO. 2019-170****A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

| Item | Brand | Model | Quantity |
|-----------------------|-----------------------|-------------------|-----------------|
| Computer Tower | Dell | Optiplex 9020 | 11 |
| Barcode Scanner | Metrologic | MS9540 Voyager | 4 |
| Computer Tower | Dell | Optiplex 3020 | 4 |
| Computer Monitor | Dell | P2214Hb | 2 |
| Receipt Printer | Transact Technologies | iThaca iTherm 280 | 2 |
| Barcode Scanner | 1D | Scanner | 1 |
| Barcode Scanner | Sky | Scanner | 1 |
| Cash Register | Royal | alpha710ML | 1 |
| Computer Monitor | 3M | 9410 Self Check | 1 |
| Computer Monitor | Dell | P2012Ht | 1 |
| Computer Speakers | Insignia | NA | 1 |
| Computer Tower | Dell | Optiplex 790 | 1 |
| Computer Tower | HP | rp5700 | 1 |
| Copier | Kyocera | TASKAlpha3050 | 1 |
| Laptop Computer | Dell | Inspiron 15-5547 | 1 |
| Laptop Computer | Dell | Inspiron 5755 | 1 |
| Laptop Computer | Apple | Macbook Pro 13" | 1 |
| Laptop Computer | Apple | Macbook Pro 15" | 1 |
| Laptop Computer | Sony | Vaio VPCS11FM | 1 |
| Portable Audio System | Anchor | Liberty LIB-6000C | 1 |
| Scanner | Avision | AV 186+ | 1 |
| Scanner | Fujitsu | fi-6100 | 1 |
| Tablet Computer | Apple | iPad A1396 | 1 |
| Tablet Computer | Apple | iPad A1459 | 1 |
| Video Camera | JVC | 3CCD Everio | 1 |

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of such property not sold at auction.

EXHIBIT 8**RESOLUTION NO. 2019-171**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the re-establishment of one (1) Payroll Specialist position (Class no. 01015, G18) for the Finance Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

APPENDIX 5

EXHIBIT 9**RESOLUTION NO. 2019-172**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Administrative Assistant position (Class no. 00066, G16) for the Finance Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

APPENDIX 6

EXHIBIT 10**RESOLUTION NO. 2019-173**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Susan Elliott is hereby appointed to The Emmet O'Neal Library Board, to serve without compensation, her term to end November 12, 2023.

APPENDIX 7

EXHIBIT 11**RESOLUTION NO. 2019-174**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that John R. Doody, Jr. is hereby reappointed to the Finance Committee, to serve without compensation, with the term of office to end November 23, 2023.

EXHIBIT 12**RESOLUTION NO. 2019-175**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to issue and execute, for and on behalf of the City, a purchase order in the amount of \$45,022.59 for the acquisition and installation of play equipment at Canterbury Park.

APPENDIX 8

EXHIBIT 13

ORDINANCE NO. 2061

**AN ORDINANCE AMENDING SECTION 30-3(a) OF THE CITY CODE –
TIME AND PLACE OF HOLDING COURT**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Section 30-3(a) of the City Code is hereby amended as follows:

1. "Sec. 30-3. - Time and place of holding court.

- (a) The municipal court of the city shall hold court commencing at 3:00 p.m. on Wednesday of each week, except the fifth Wednesday in each month or a week containing a holiday, in the council chamber of city hall and at such other times as a municipal judge may continue or set a case. If approved by a municipal judge, court may be rescheduled to address an irresolvable conflict, an unforeseen circumstance, or inclement weather.

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

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

4. Effective Date. This ordinance shall become effective the 1st day of January 2020.

EXHIBIT 14

ORDINANCE NO. 2062

**AN ORDINANCE REPEALING SECTIONS 109-31, 109-56, 109-195, AND
109-227 OF THE CITY CODE AND ADOPTING BY REFERENCE 2018 VERSIONS
OF SPECIFIED BUILDING AND TECHNICAL CODES AND THE 2017 VERSION OF THE
ELECTRICAL CODE**

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") heretofore has adopted various technical codes promulgated by the International Code Council (the "ICC") and the National Fire Protection Association relating to buildings, residences and other structures in the City of Mountain Brook (the "City"), and operations in the City concerning fuel gas, mechanical, plumbing, and electrical systems (collectively, the "Technical Codes");

WHEREAS, the City Council desires that, except to the extent specified herein, the City adopt, the 2018 versions of the Building and Technical Codes except for the electrical code which is the 2017 version (the "Updated Building and Technical Codes") that are specified herein for use and application for buildings and structures within its corporate limits;

WHEREAS, the adoption of the Updated Building and Technical Codes by reference is authorized by §11-45-8 Code of Alabama (1975); and

WHEREAS, the adoption of the Updated Building and Technical Codes will facilitate the performance of inspection activities by the City, and promote the public safety, health and general welfare of its citizens and owners, occupants and users of buildings and structures in the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City as follows:

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

"Sec. 109-31. - Building codes—Adoption by reference.

(a) Except as provided herein, the International Building Code - 2018 Edition ("ICC Building Code") and International Residential Code - 2018 Edition (the "IRC") and International Swimming Pool and Spa Code – 2018 Edition (the "ISPSC"), as published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the building code of the city by reference as though they were set forth fully herein.

(b) The building codes adopted by Section 109-31(a) are amended as follows:

(i) The following codes that are referenced in this Section [A]101.4 of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC are hereby repealed and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(iii) Sections [A] 111.1 of ICC Building Code & R110.1 of IRC are hereby repealed and are replaced in their entirety with the following:

Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature of the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) Sections [A] 113 of ICC Building Code & R112 of the IRC are hereby repealed and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.

- (v) Sections [A]114.4 of ICC Building Code & R113.4 of IRC are hereby repealed and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

- (vi) Chapter 11 of IRC is adopted except as follows: (a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of existing buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of existing buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.
- (vii) Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems is adopted, but amended by adding the following provision as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system;

Exceptions:

- i. No exemption shall be granted for any dwelling constructed less than 5 feet from the property line; and
 - ii. No exemption shall be granted for 2-family or more dwelling units.
- (viii) Section 506.2.1 of the 2018 IRC is adopted but is amended by adding the following language to such section:

Fill depths between 24-60" shall be permitted where fill consists of #57 compacted gravel stone backfill and where #4 rebar on 16" center tied in both directions or other approved reinforcement material, as specified by an engineer's report, is utilized."

Section 2. Section 109-56 of the City Code is repealed and replaced with the following:

“Sec. 109-56. - Electrical code—Adopted by reference.

The National Electrical Code, 2017 Edition, published by the National Fire Protection Association and available for purchase from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA, is hereby adopted by reference as though it were set forth fully herein as the electrical code of the city.”

Section 3. Section 109-195 of the City Code is repealed and replaced with the following:

“Sec. 109-195. - Gas and mechanical codes—Adoption by reference.

(a) Except as provided herein, the International Fuel Gas Code - 2018 Edition (the "Gas Code") and International Mechanical Code - 2018 Edition (the "Mechanical Code"), both published by International Code Council ("ICC") and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the gas and mechanical code of the city by reference as though they were set forth fully herein.

(b) The Gas Code and the Mechanical Code, adopted by Section 109-195 are amended as follows:

- (i) Sections [A]106.6.2 of Gas Code & [A]106.5.2 of Mechanical Code are hereby repealed and are replaced in their entirety with the following:
Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.
- (ii) Sections [A] 108.4 of Gas Code & Mechanical Codes are hereby repealed and are replaced in their entirety with the following:

[A] 108.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the city code and by §13A-10-4 of the Code of Alabama.

- (iii) Sections 109 of Gas Code & Mechanical Code are hereby repealed and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The Board of Zoning Adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.”

Section 4. Section 109-227 of the City Code is repealed and replaced with the following:

"Sec. 109-227. Plumbing Code—Adoption by reference.

(a) Except as provided herein, the International Plumbing Code - 2018 Edition published by International Code Council ("ICC") (the "Plumbing Code") and available for purchase at 900 Montclair Road, Birmingham, Alabama, is hereby adopted as the Plumbing Code of the city by reference as though it were fully set forth herein.

(b) The Plumbing Code adopted by Section 10—227(a) is amended as follows:

(i) Section [A] 106.6.2 of Plumbing Code - Fee Schedule. This Section is not adopted in the form proposed by the ICC, and is replaced in its entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(ii) Section [A] 108.4 of Plumbing Code is hereby repealed and is replaced in its entirety with the following:

[A] 108.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

(iii) Section 109 of Plumbing Code is hereby repealed and is replaced in its entirety with the following:

Appeals regarding the application of the adopted building code may be presented to the city manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under this code.

(iv) Section 410.3 of the Plumbing Code is amended to add the following as Subpart "3" under **Exceptions:**

3. An approved water cooler with an accessible approved spout height and a bottled water dispenser and permanent affixed cup or water bottle holder shall be permitted to be substituted for a standard high low water cooler fixture complying with 410 in instances where the space is shown to be limited. Such substitution shall only be permitted where the update is part of renovation of an existing group B or M business space.

Section 5. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 6. 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 7. Any provisions herein that the City has adopted that deviate from the Technical Codes that are adopted by reference shall prevail over any conflicting provision of those Technical Codes. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, which are inconsistent with the provisions of this ordinance, are hereby expressly repealed.

In addition, when a provision in the adopted Technical Codes or this Ordinance refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 8. The effective date of this Ordinance shall be January 1, 2020.

Lighting Services NESC® Lease Agreement (Governmental)



Customer Legal Name: City of Mountain Brook DBA: Walking Trail Light
Service Address: MOUNTAIN BROOK CIR, BIRMINGHAM AL 35213 County: Jefferson
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gaston@mtnbrook.org Tel #: 205-802-3803 All Tel
Tax ID: Business Description: Municipal
Existing Customer? Yes [X] No [] If Yes (and if possible), does Customer want Equipment added to an existing account? Yes [] No [X] Existing Account: No informational purposes only

Table with columns: Qty, Watts, Type, Description, OH UG, M UM, Equipment Amount (\$), Estimated Regulated Charge (\$), Estimated Monthly Charge (\$). Row 1: 1, 108, LED, LED Cobra - 4000K - gray - 8500 to 14000 Lumens, OH UG, M UM, \$12.02, \$2.53, \$14.55. Monthly Total: \$14.55

Project Notes: To install light on existing secondary pole behind apartments to light up walking trail
Initial Term: 36 months
Prepaid Amount: \$ 0.00

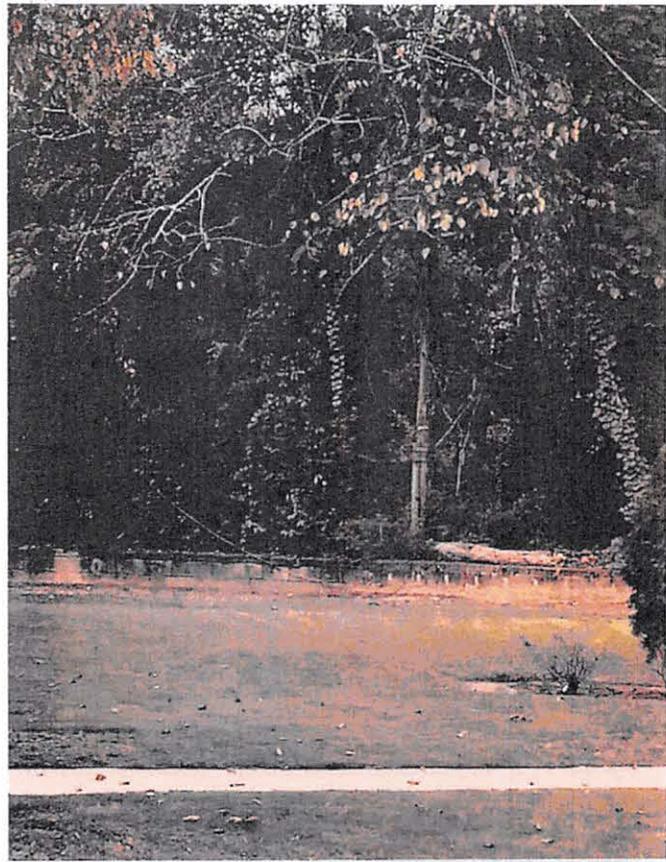
* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unregulated Customer Lighting (UCL) rate in effect at time of Agreement proposal; actual charges may vary.
Customer agrees to lease and Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.
Customer Authorized Signatory: Stewart Welch III, Mayor
Alabama Power Company Signatory: [Signature]

TERMS AND CONDITIONS (NESC Governmental)

- 1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will lease to "Customer" (defined on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" ("Premises") and (2) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduct, fixtures, controls, and related items necessary to provide lighting service through the stated fixtures, unless otherwise noted in "Change Orders". Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. Lease and Title. This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment from this Agreement at any time. Customer authorizes APC, without further consent of action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. Term. The Initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2841, Birmingham, Alabama 35202; Customer's mailing address is noted on Page 1.
4. Payment. APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge indicated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. Premises Access. Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (a) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (b) inspect, maintain, test, repair, adjust, or remove the Equipment; (c) provide electric service for the Equipment; or (d) conduct any other Agreement-related activity (collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. Installation. Customer represents that: (a) the Premises' soil grade will vary no more than 6 inches from the grade existing at the time of Installation; and (b) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
A. Customer Work. If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's Installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC's Installation activity can commence.
B. Underground Facilities. Customer warrants that the Premises do not contain any underground facilities (such as gas, water, sewer, or irrigation lines) that are in conflict with the Installation. If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to relocate all APC poles arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. Equipment Protection and Damage. After installation and throughout the Agreement term, in the event of any work or digging near the Equipment, Customer for any person or entity working on Customer's behalf must: (a) provide notice and locate requests by calling Alabama 811 or 1-800-292-8323; and (b) provide notice to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. Maintenance. During this Agreement term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 488-3947.
9. Disposition. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IEEEA guidelines. Customer waives any right to consequential, special, indirect, punitive, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, non-renewal, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
10. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorney's fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, the Premises, whether or not caused by or arising out of the lease, ownership, or contribution (but not solely negligence) of APC. If a defect occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due to the Equipment during the term of this Agreement, remove the Equipment from the Premises, and seek any other available remedy.
11. Assignment. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all or substantially all of Customer's ownership or interest in the Premises. In this Agreement, "third party" means "third party" but not limited to: Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable in any event, the rest of that provision and all other provisions remain enforceable.

APPENDIX

Sam Gaston
From: Sam Gaston
Sent: Monday, October 14, 2019 4:47 PM
To: Howell, Alison Dyan; Rocker, Telra Shanaa
Subject: FW: Between 2428-2430 Mountain Brook Circle
Attachments: IMG_4638.jpg; Untitled attachment 00347.txt
Alison,
There is a utility pole between 2428 -2430 Mountain Brook Circle. Here is a photo. It is between the concrete block apartments on this short cul-de-sac off of Heathermoor Road. Behind the utility pole is a walking path from Mountain Brook Village to Heathermoor and Mountain Brook Elementary School and Field. Can a street light go on this pole and be turned over the path, not towards the apartments?
Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax
Original Message
From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Monday, October 14, 2019 4:37 PM
To: Sam Gaston
Subject: Between 2428-2430 Mountain Brook Circle

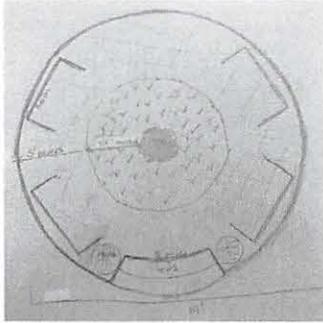


Traffic Island Policy Worksheet

Island Location Brook Manor Drive

Area of Island 283 sq ft Max City Contribution \$1,000
 (= 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

Sketch of Design



Other Details

The street inclines to the back of the cul-de-sac; therefore the current island is not level. The curb will be redone, raising one end, to make the surface of the island flat. We will create two steps in the tall end of the curb, facing the entrance to the cul-de-sac.

| Materials needed | Quantity | Cost |
|-----------------------|------------|-----------------|
| Red Brick Pavers | ~220 sq ft | \$ 917 |
| Dwarf Mondo | 180 plants | \$ 170 |
| Base material/anchors | | \$ 200 |
| Total Cost | | ~\$1,287 |

Traffic Island Policy Worksheet

Resident Contact Information

| Name | Email |
|-----------------|-----------------------|
| Tommy Tucker | tommytt@gmail.com |
| Philip Young | bama.pyoung@gmail.com |
| Elizabeth Tynes | elizatyne@gmail.com |

Partnership Agreement

Public Works will do the curbing work.
 Park and Rec will install the pavers and dwarf mondo grass.
 The HOA will donate \$287 to the city and maintain the island as they have been doing
 The HOA will replace the existing benches. They are looking to add benches like the ones we use in the parks. We will anchor them to the ground.

Island Committee Comments

Date 10/31/19

Aimee, Ro, and I met with the residents initially. We discussed raising the curb and different materials to use such as brick, stone, crushed stone, different ground covers, etc. The residents decided that they preferred the brick and mondo to match their driveways. Ro recommended the crushed stone over the whole area, but made the suggestion for the brick to be 5 ft wide and do the center in all mondo. No one objected to this plan.

Tree Commission Members: Ro Holman and Elizabeth Poyner

Park Board Members: Helen Drennen and Aimee Reese

Others: Shanda Williams

Police Department Comments

Date 10/29/19

Lt. Jason Carmack responded by email that he does not see an issue with this plan.

Council Comments:

Date:

Amount approved: _____

APPENDIX 2

Traffic Island Policy Worksheet

Construction Issues/Comments/Adjustments

Before Picture:



After Picture:



MUNICIPAL WORKERS COMPENSATION FUND, INC.

P.O. Box 1270 • 535 Adams Avenue • Montgomery, AL 36102
334-262-2566 • Fax 334-263-0200
Claims 1-888-736-0218

Tom Henderson, Mayor, County Park President

Samie Britt, Commissioner, Lacinis, Vice President

Joan Matthews, Commissioner, Business Secretary Treasurer

Tom Williams, Mayor, Business Director

Mickey Alabaster, Mayor, City Director

Ron Smith, Council Member

Richard B. Johnson, City Manager

Steve Martin, Finance Director

DATE: November 1, 2019
TO: All Members of MWCF, Inc.
FROM: Richard Buttenshaw, MWCF Operations Manager
SUBJECT: Premium Discounts for the 2020 Fund Year

The Board of Directors of the Municipal Workers Compensation Fund, Inc. (MWCF) met on October 16th and approved premium discounts for those members that commit to certain safety guidelines, establish a medical protocol and adopt a drug and alcohol testing program that is 4th amendment compliant. A three (3) percent discount will be given for each program. Members that adopt all three programs will receive a ten (10) percent discount instead of nine (9) percent. For this past year, 56% of MWCF members took advantage of this 10% discount! For those members who have already adopted a medical protocol and/or a drug and alcohol testing program in prior years no action needs to be taken to receive the discounts for these programs. The Safe Workplace Guidelines however, must be renewed annually. If it is signed and returned by December 15th, the discount will appear on the initial billing for 2020-2021. We encourage each member to review the enclosed document(s) carefully. Please make a copy for your file and then return the completed forms to MWCF at the above address or faxed to 334-263-0200. 2020 Safe Workplace Guidelines must be in our office no later than February 1, 2020 for the discount to apply. No discount will be given for forms received after that date.

If your municipality or municipal entity does not presently participate in the Drug and Alcohol testing program or have a Medical Protocol on file, that information has also been enclosed for your review.

For more details, see the article in the Fall 2019 issue of Risk Management Solutions mailed to you last month or download at www.almwcf.org.

2020 Safe Workplace Guidelines
Name of Municipality or Agency: City of Mountain Brook, Alabama
Name of Safety Coordinator: Battalion Chief David Kennedy
Safety Coordinator Phone Number: (205) 892-3833
Fax Number: (205) 894-0653
GENERAL SAFETY GUIDELINES
1. Adopt and implement a written safety manual or a statement of safety standards.
2. Establish a Safety Committee to recommend new safety policies, review and update existing safety policies, review accidents and establish methods to help prevent accidents, injuries and damages to equipment.
3. Have quality safety meetings for all employees once a month. At least one of these meetings each year should be a training session on proper lifting techniques and back wellness. Consider integrating health & wellness topics such as smoking, diabetes, management of stress and weight into these meetings. Document attendance, date, time and issues covered. Quality safety training can be provided utilizing tools such as the MWCF video library and/or LocalGovU online training center. These and other excellent free resources can be found at www.losscontrol.org.
4. Have the designated Safety Coordinator or City Clerk meet with the designated Loss Control representative and review loss run reports. During this review, reports should be analyzed to make sure the records are correct. The Safety Coordinator or City Clerk should present a summary of the report to the Mayor or other Chief Executive Officer and all department heads.
5. Investigate all job related injuries regardless of the severity, determine the cause, maintain investigation records, and report all job related injuries immediately by completing a First Report of Injury Form at www.almwcf.org. Confer with any employee who has filed two or more claims in a 12 month period as to how their job can be made safer.
6. Provide a safety orientation for all new employees (including temporary and part-time) on how to do job tasks safely and document that this has been done.
7. Designate a doctor or medical group to be used by employees for non-emergency job-related injuries. This can be done via completion of the Medical Protocol Document (if not previously submitted) which also provides an additional premium discount. It is highly recommended that a supervisor or manager accompany injured employees to the medical facility on the initial visit. In life threatening emergencies, employee should be taken to the nearest medical facility.
TRAINING AND PROCEDURES
8. Issue safety equipment where necessary, and provide proper tools for a job to employees to help prevent accidents and require the use of such safety equipment through a written policy.
9. Adopt a written infectious disease policy and consider providing hepatitis B shots for all police, fire, emergency medical technician, sanitation personnel, or any employee who has a high possibility of exposure.
10. Consider providing CPRAED and first aid training to employees.
11. Emphasize the significance of good maintenance and housekeeping of equipment, work areas, building and grounds. Documented inspections of all equipment, work areas, building and grounds for safety hazards, including electrical, fire and life safety hazards should be done at least quarterly. Any problems discovered should be corrected immediately and documented.

APPENDIX 3

12. Evaluate all excavations to insure proper trenching and shoring procedures are in place and provide employee training on the proper use of excavating equipment.
13. Part-time, seasonal and temporary employees should comply with the same safety standards and policies as permanent employees.
14. As violence in the workplace is increasing annually, consider implementing a Workplace Violence policy Emergency Action Plan. A sample Workplace Violence policy can be downloaded at www.losscontrol.org under Reference Documents.
MOTOR VEHICLES
15. Establish a written policy instructing operators of motor vehicles to be observant of any malfunction and seek immediate repair when such malfunction is apparent. A record of any action taken should be maintained.
16. Evaluate traffic safety programs using the DOT guidelines when working near roadways and ensure conformance with safety guidelines. These guidelines are available in the Manual on Uniform Traffic Control Devices for Streets and Highways and is available free of charge on our loss control website www.losscontrol.org. (VZSF-001)
17. Consider defensive driving courses for those employees who drive vehicles. It is recommended that all drivers attend a defensive driving course every two years. MWCF provides a Stoid Car Training Program for operators of all municipal vehicles.
18. Have a written vehicle operations policy that details the requirements and responsibilities of safety operating a municipal vehicle, mandates seat belt use for driver and all passengers, and prohibits the use of any non-job essential electronic device while driving.
19. Consider establishing a Vehicle Accident Review Board to help determine cause of vehicle crashes and make recommendations. A sample Accident Review policy can be downloaded at www.losscontrol.org under Reference Documents.
POLICE DEPARTMENTS (WHERE APPLICABLE)
20. Consider requiring that all Police Officers wear bullet resistant vests and wear reflective vests when involved in traffic control duty.
21. Implement a written police and jail procedure manual (where applicable) with rules and regulations updated periodically.
22. Consider utilizing available law enforcement training aids such as the Firearm Training System (FATS) available through MWCF.
23. Consider providing coverage for all volunteer firemen and reserve police officers through MWCF.
Number of non-covered paid employees Full-time 234 +/-, Part-time 17 +/-
Stewart Welch III, Mayor or Chief Executive Officer (Please Print)
David Kennedy, Battalion Chief
Safety Coordinator (Please Print)
David Kennedy
Mayor or Chief Executive Officer (Signature)
Safety Coordinator (Signature)
City of Mountain Brook, Alabama
November 12, 2019
Municipality or Agency
Date
A safety meeting to discuss these Safe Workplace Guidelines should be held with all department heads once it has been signed. Document the time, place and attendees at this meeting. MWCF should be notified immediately of changes in the Safety Coordinator position by contacting Donna Wagner at (334) 262-2566 or donnaw@almsm.org.

2019-169

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. Background Data: Additional Design Services for Addition of Stacked Stone Bridge Railings and Preparation of 2019 Rebuild Alabama grant application

Effective Date of Owner-Engineer Agreement: December 12, 2016

Owner: City of Mountain Brook, AL

Engineer: Gresham Smith

Project: Design Services for Bridge Replacement on Caldwell Mill Road Bridge over Little Shades Creek

2. Description of Modifications: (Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)

- a. Engineer shall perform or furnish the following Additional Services: 1.) Design and detailing of stacked stone bridge rail and related modifications to roadway and bridge foundation design and plans – see attached Exhibit F-1, Engineer's proposal dated October 25, 2019, and 2.) Preparation of 2019 Rebuild Alabama grant application – see attached Exhibit F-2, Engineer's proposal dated October 24, 2019
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: See attached Exhibits F-1 and F-2, Engineer's proposals dated October 24, 2019 & October 25, 2019.
- c. The responsibilities of Owner are modified as follows: Not Applicable
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: 1.) \$9,000 lump sum fee for design of stacked stone bridge railings and 2.) \$1,750 lump sum fee for the preparation of the 2019 Rebuild Alabama grant application. Additional property owner negotiations to obtain letters of support from the affected property owners will be billed hourly in accordance with the Engineer's proposal dated October 24, 2019
- e. The schedule for rendering services is modified as follows: Not Applicable
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Not Applicable

3. Agreement Summary (Reference only)

| | | |
|-------------------------------------|-----------|-------------------------|
| a. Original Agreement amount: | \$159,900 | 2016-202 dtd 12/12/2016 |
| b. Net change for prior amendments: | \$35,743 | |
| c. This amendment amount: | \$10,750 | |
| d. Adjusted Agreement amount: | \$206,393 | |

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment as more specifically identified in item 2 above. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is

OWNER: City of Mountain Brook, AL ENGINEER: GRESHAM SMITH AND PARTNERS

By: *[Signature]* By: *[Signature]*

Name: _____ Name: Blair C. Perry, P.E.

Title: _____ Title: Principal / Alabama State Transportation Leader

Date: _____ Date: 11/6/2019

APPENDIX 4

EXHIBIT F-1



October 25, 2019

Mr. Sam Gaston, City Manager
City of Mountain Brook
58 Church Street
Mountain Brook, AL 35213

Subject: Stone Barrier Rail Additional Project Cost
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek
Mountain Brook, AL
Gresham Smith Project No. 42480.00

Dear Mr. Gaston:

As you are aware, all of the citizens that either attended the recent Public Involvement meeting or provided written comments on the Caldwell Mill Road bridge replacement project felt very strongly that the new bridge must have stone railings similar to the other bridges around the City of Mountain Brook. As requested by the City of Mountain Brook (City), Gresham Smith has developed the following scope and cost for the addition of a stone barrier rail to the proposed bridge structure on Caldwell Mill Road Over Little Shades Creek.

The current proposed structure shown at the Public Involvement meeting is a 40' wide Conspan concrete arch structure. In order to provide the most cost-effective structure possible, the new bridge structure was sized to provide an opening under the bridge large enough to convey the flows in Little Shades Creek and not increase the flood elevation for the 100-year storm. Due to the arch shape of the bridge and the height of the arch relative to the roadway, dirt and asphalt pavement was to be placed across the structure, similar to a large pipe culvert. Rustic looking guardrails were proposed to protect drop-offs on both sides of the bridge.

Changing from guardrails to a stone barrier rail will allow the structure width to be reduce to 35' wide (perpendicular to the road), which will result in some cost savings for the Conspan concrete arch structure itself. In working with Contech, we are proposing to incorporate concrete bridge railings into the top the headwalls on both ends of the structure. The headwalls and bridge railings would then be covered with stacked stone matching the other bridge railings in Mountain Brook.

Below is a summary of the additional costs for adding stacked stone bridge railings across the new structure.

Genuine Ingenuity
3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200
GreshamSmith.com

EXHIBIT F-1

Mr. Sam Gaston
October 25, 2019
Page 12

| | |
|--|-----------------------|
| Additional engineering fees for roadway and bridge plan revisions and design & details for stacked stone bridge railings | \$9,000 |
| Addition of reinforced concrete barrier rail across bridge (integral with bridge headwalls) | \$11,000 |
| Stacked stone treatment for concrete barrier rails | \$10,200 |
| Reduction of bridge width from 40' to 35' | (\$12,070) |
| Delete rustic guardrails across bridge | (\$1,750) |
| Add guardrail end anchors at ends of concrete bridge railings | \$12,000 |
| Total | \$28,330 |

If you have any questions or need any additional information, please don't hesitate to contact me or Sammy Harton.

Sincerely,

[Signature]

Blair Perry, P.E.
Principal/Project Manager

BCP/dh

Copy Ronnie Vaughn - City of Mountain Brook



EXHIBIT F-2

EXHIBIT F-2



Mr. Sam Gaston
October 24, 2019
Page | 7

October 24, 2019

Mr. Sam Gaston, City Manager
City of Mountain Brook
50 Church Street
Mountain Brook, AL 35213

Subject: Rebuild Alabama Act Annual Grant Program
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek
Mountain Brook, AL
Gresham Smith Project No. 42450.00

Dear Mr. Gaston,

Gresham Smith at the request of the City of Mountain Brook (City) has reviewed the requirements for the new Rebuild Alabama Act Annual Grant. Below is information on the grant program as it applies the Caldwell Mill Road bridge replacement project.

- The Caldwell Mill Road bridge replacement project qualifies for this grant program as it is a City owned and maintained road open to the public.
- The maximum grant award per project is \$250,000 which can only be used for construction. If awarded, the funds are available for one year after the project is awarded.
- There is no City funding match requirement for this grant program. Additional funding commitments by the City, which would be required to cover the total cost of this project, will be viewed favorably by the grant selection committee.
- ALDOT currently intends to be hands-off after the award of the grant and will not require the plans to go through ALDOT's plan development and review process. However, ALDOT advised this is subject to change pending upcoming internal meetings by ALDOT as they develop the details of the program.
- This project will require some right-of-way (ROW) and easement acquisitions.
- The additional ROW/easements will need to be identified in the grant application and include letters of support from the affected property owners. If the property owners do not support the project and ROW acquisition efforts will be intensive. ALDOT recommends not applying for the grant until property is acquired, due to the time restriction on the funds.
- If awarded, grant funds will be released to the City once ALDOT receives notice of award to a contractor from the City.
- Grant applications are due November 30, 2019 for the 2020 grant year. Applicants will be notified no later than January 15, 2020 if their application is selected for the grant.

Genuine Ingenuity
3595 GrandView Parkway
Suite 300
Birmingham, AL 35243
205.298.9200
Greshamsmith.com

- We believe that this project is a strong candidate for a grant award under this program for the following reasons:
 - The City's prior and ongoing efforts to assess the needs of the City's bridges and budget funds for the replacement and rehabilitation of several City bridges, including the Caldwell Mill Road bridge;
 - The need for this project can be easily demonstrated due to the constant and current 4-ton load pinning of the existing bridge. The existing bridge is also a hydraulic "choke point" in Little Shades Creek.
 - The City's willingness to provide additional City funds to use with the grant funds to complete this project should be viewed favorably by the grant selection committee.

If the City submitted and were awarded the maximum \$250,000 grant amount, this would cover approximately 30%-40% of the total estimated construction cost of the project. If the City elected to submit for this grant, it could delay the start of construction time to two months, as we would need to delay the bid opening until after the grants are awarded.

Gresham Smith would be glad to assist the City with the grant application process. Gresham Smith proposes a lump sum fee of \$1,750 to prepare the grant application for the City. This will include preparing the base grant application as well as supporting exhibits (drawings, maps, photos, etc.) to be attached to the application. Given the unknown amount of time it may take to discuss the project or meet with affected property owners to obtain property owner letters of support, the above fee does not include the time to obtain these letters of support. If the City would like our assistance with talking to or meeting with property owners to obtain letters of support, we propose to do this on an hourly basis using the hourly rate schedule below.

| Staff Classification | Hourly Billing Rate |
|----------------------|---------------------|
| Project Manager | \$205.00 |
| Project Engineer | \$120.00 |

If you have any questions or need any additional information, please don't hesitate to contact us.

Sincerely,

Blair Perry, PE.
Principal Project Manager

BCP/ML

Attachments: Rebuild Alabama Procedural Guidelines
Rebuild Alabama Act Annual Grant Program Application Fiscal Year 2020
Rebuild Alabama Act Annual Grant Program (FAQ)



APPENDIX 4

EXHIBIT F-2

EXHIBIT F-2

Rebuild Alabama Act Annual Grant Program Fiscal Year 2020 Program Guidelines

This document contains information regarding the Rebuild Alabama Act (RAA) Annual Grant Program for Fiscal Year (FY) 2020. The RAA Annual Grant Program is administered by the Alabama Department of Transportation (ALDOT). Prospective project-sponsoring governmental agencies are encouraged to thoroughly review this document, as well as the FY 2020 RAA Annual Grant Program Application and FAQ document, when considering developing a project application.

A. ELIGIBILITY:

Any political subdivision of the State of Alabama (Municipal and County Governments) is eligible to apply for funding under the RAA Annual Grant Program.

Project applications may be submitted for improvements to any road or bridge owned and maintained by the applicant that is open to public traffic.

The final eligibility of applications and proposed project activities will be determined by ALDOT upon evaluation of the application submitted.

B. COMPETITIVE SELECTION

RAA Annual Grant Program funds are awarded through a competitive project selection process.

C. PROJECT FUNDING:

The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

The maximum funding provided to any project in FY2020 will be \$250,000.00.

RAA Annual Grant program funding is only available for eligible construction activities. No Preliminary Engineering, Right-of-Way, Utility Relocation, Construction Engineering & Inspection or Materials Testing costs will be eligible.

RAA Annual Grant Program awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order (PO) from the sponsoring agency issued against a valid, eligible in-place bid contract.

RAA Annual Grant Program awarded funds cannot be transferred to another project and may only be used to fund improvements consistent with the intent of the original project application.

RAA Annual Grant Program funds may be combined with other federal, state or local funds, where allowed by ALDOT. In such cases, the more restrictive funding requirements may apply to all funds utilized, if required by use of the funds.

A sponsoring governmental agency may only submit one project application per application cycle. Each County and Municipality will be viewed as an individual sponsor. Any project submitted by multiple sponsors shall be deemed as the eligible submission for all sponsors.

Sponsors with an active award may not submit another application until the awarded project has been let to contract or a purchase order utilizing a valid, eligible in-place bid contract has been issued.

Other funding sources to supplement RAA Annual Grant Program funds are not required, but projects containing a commitment to provide supplemental funding may be given favorable consideration.

D. PROJECT PROGRESS:

RAA Annual Grant Program funds are available to sponsoring agencies for a period of one (1) year from the notice of award. Funding awarded to a sponsoring agency not either let to contract or a purchase order issued against a valid, eligible in-place bid contract within one year of the notice of award are subject to rescission.

Any overrun in total project costs above the amount awarded shall be the responsibility of the sponsoring agency.

E. MISCELLANEOUS PROVISIONS:

Projects must be let to competitive bid. In-place bids may also be utilized as long as those bids were awarded following all required competitive bid laws for eligibility including the RAA. No other method of construction, such as force account, is allowed.

Any costs incurred prior to issuance of a Notice of Award or a Purchase Order are not eligible.

RAA Annual Grant Program funds have reporting requirements. Recipients will be required to furnish any and all requested data to ALDOT or required entities necessary to satisfy reporting requirements of the RAA.

E. APPLICATION SUBMISSION & SELECTION

Applications must be received or postmarked prior to November 30, 2019.

All sponsoring agencies selected to receive funding for the first round of grant applications shall be notified no later than January 15, 2020.

EXHIBIT F-2

EXHIBIT F-2

Rebuild Alabama Act Annual Grant Program Application
Fiscal Year 2020



ALABAMA DEPARTMENT OF TRANSPORTATION

This document provides the format in which the required information is to be included in all applications seeking consideration for the Rebuild Alabama Act (RAA) Annual Grant Program. Applicants may develop and prepare their own applications; however, the headings (A through H) shall be listed with supporting narratives/attachments included. Prospective project sponsoring governmental agencies are encouraged to review the FY 2020 RAA Annual Grant Program Guidelines when considering the development of applications. Sponsors will be required to submit the original application and 3 color copies to the ALDOT Local Transportation Bureau no later than November 30, 2019.

A. Sponsoring local governmental entity

Sponsor Entity: _____
Official: _____
Title: _____
Address: _____
Phone: _____
Email: _____

Project Manager: _____
Title: _____
Address: _____
Phone: _____
Email: _____

B. Briefly describe the proposed project improvements, identifying the points of origin, destination and all intermediate points of access. Detail the intended use of the project.

- C. Provide a detailed preliminary pay item estimate of the total project cost, the amount of RAA Annual Grant Program funds requested, the amount and source of any other funds to be applied to the project and how the project will be constructed (let to contract locally, in-place bid, etc.).
- D. Identify any project phases that could adversely impact the project's progression. Note the following phases are not eligible for reimbursement:
 - a. Environmental and/or cultural resources
 - b. Right-of-way or temporary/construction easements
 - c. Utility relocations
- E. Describe the life expectancy of the project. Identify the agency responsible for maintenance, and the funding source for maintenance efforts.
- F. Provide any additional comments the sponsor wishes to be considered.
- G. Attach any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).
- H. Applications should follow the format provided and specified, including all letters of support. Attachments should be limited in size to 11" by 17" (folded to 8-1/2" by 11").

The original application and 3 color copies, including all pertinent attachments, should be received or postmarked no later than November 30, 2019, at the following address:

Mr. D.E. (Ed) Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard
Room 110
Montgomery, AL 36110

APPENDIX 4

EXHIBIT F-2

EXHIBIT F-2

Rebuild Alabama Act (RAA) Annual Grant Program

FREQUENTLY ASKED QUESTIONS

What is the RAA Annual Grant Program? The RAA Annual Grant Program is an ALDOT administered transportation infrastructure grant program for projects of local interest created in the Rebuild Alabama Act of 2019.

What projects are eligible? Project applications may be submitted for improvements to any classified road or bridge open to public traffic.

Who may apply? Any local governmental entity (county or municipality) within the State of Alabama.

How much funding can be requested? The maximum awarded amount of funding per project is subject to change for any fiscal year. Please refer to the current fiscal year's procedural guidelines.

Can the total cost of a project exceed the maximum awarded amount? Yes, however any overruns in total project costs, above the amount awarded, shall be the responsibility of the sponsor.

Is a sponsor funding match required? There is no funding match required by the sponsor. However, projects containing a commitment to partial local funding may be given favorable consideration.

Will a sponsor have to pay any funds "up-front"? No, the RAA Annual Grant Program is not a "cost reimbursement program" and invoicing ALDOT will not be required. Awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order from the sponsoring agency issued against an in-place annual bid.

How many applications can I submit? Local project sponsors may only submit one application per application cycle. Once a project is selected, a local project sponsor may not submit another application until the awarded project has been let to contract or a purchase order issued against an in-place bid.

How long is the funding available? Funds are available for 1 year from the notice of award. Funds awarded but not let to contract or had a purchase order issued against an in-place bid within 1 year are subject to rescission. If a project is in danger of exceeding the 1-year funding deadline, an extension request must be submitted by the sponsor and may be approved by ALDOT prior to the expiration of the funding deadline.

Who is responsible for preliminary engineering? The sponsor will be responsible for the cost of all required preliminary engineering activities in accordance with program requirements at no cost to the project. This shall include but is not limited to costs associated with preparing the application, project development, environmental clearances, plan development, and contract letting. Furthermore, the sponsor is responsible for any environmental assessments, clearances, and permitting which may be required. Projects including preliminary engineering will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Must a project be on a certain Functional Classification of roadway? No. Project applications may be submitted for any classification of road or bridge open to public traffic.

Will projects requiring right-of-way or easements be considered for award? Yes. Any application for project improvements that will require the acquisition of right-of-way or easements must be disclosed in the application. Non-adverse conditions (donation, value findings, etc.) should be documented with the application in the form of letters of support from the affected property owners. Applications that require significant and/or adverse right-of-way acquisition should be delayed until the subject right-of-way has been obtained.

Projects requiring right-of-way or easement acquisition will be held to the funding deadlines established in the ALDOT Annual Grant Program Guidelines.

Failure to disclose required right-of-way in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for right-of-way or easement acquisition? The sponsor will be responsible for the cost of all right-of-way and easement acquisition in accordance with program requirements at no cost to the project. The nature of any required right-of-way or easements should be disclosed in the application.

Will projects requiring permitted work on property owned by another entity be considered for award? Project improvement activities should only occur on property owned or on easements obtained by the sponsor. Applications involving work on property owned by another entity will generally not be considered unless the affected property owner is ALDOT. Any proposed work on ALDOT right-of-way shall have the written support of the local ALDOT Region Engineer submitted with the application.

Failure to disclose necessary permitted work in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for obtaining necessary permits? The sponsor will be responsible for acquiring necessary permits at no cost to the project.

Will projects requiring utility relocations be considered for award? Yes, however, any utility relocation costs will be the responsibility of the applicant and will not be an eligible cost to the project. Projects including utility relocations will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Any utility relocations shall be identified in the project application. Failure to disclose required utility work / relocations in the project application may be grounds for rescission and reallocation of awarded project funds.

Who will let the project to contract? The sponsoring governmental agency will be responsible for letting projects locally via competitive bid. In-place bids may also be utilized as long as the bids were awarded following all state and federal competitive bid laws. No other method of construction, such as force account will be allowed.

EXHIBIT F-2

Can a sponsor use an in-place annual bid to purchase materials and use their own forces to place the material? Yes, but only the cost of the materials that were purchased through the in-place annual bid would be eligible for reimbursement. The cost of the sponsor's forces (labor and equipment) would not be eligible for reimbursement under this program.

Who is responsible for construction engineering and inspection? The sponsor will be responsible for the construction engineering and inspection (CE&I), as well as the testing and inspection of materials as required by program specifications.

How does the RAA Annual Grant Program affect other Federal/State Funded Programs? Projects identified to receive other sources of Federal and/or State funds may be supplemented with annual grant funds (where allowed by AIDOT). If Annual Grant Program funds are combined with federal funds, the more restrictive federal requirements shall apply to the Annual Grant Program funds as well.

Due to the funding restrictions placed on Annual Grant projects, what potential issues should be taken into consideration when developing applications.

- Right-of-way acquisition or easement/permitting
- Utility / service relocations
- Cultural resources
- Environmental impacts
- Fiscal capability and the sponsoring agency's ability to provide funds to cover overruns and/or total project costs in excess of the award.

How do I apply? Local project sponsors may apply for annual grant funding by submitting a complete and accurate project application. Detailed Annual Grant Program Guidelines and an Annual Grant Application can be found on the Annual Grant webpage: <https://www.dot.state.al.us/RAAGrantProgram/>

Who will select projects for funding? Applications will be accepted, reviewed, and awarded by AIDOT through a competitive selection process.

When will applicants know they have a project selected for funding? All local project sponsors shall be notified in writing consistent with the deadlines established for each round of allocation.

Class Title: **Payroll Specialist** Class Number: **01015** Grade: **18**

2019-171

Summary:

Under general supervision, this position performs complex and specialized work related to the preparation, processing, and maintenance of a jurisdiction's payroll, including the entry of employee-related data into a mainframe or other information system necessary for maintaining accurate payroll/personnel records and for reporting to internal and external constituencies. This classification has sole responsibility for accurately processing all payroll data where a vendor or other liaison is not utilized.

Typical Job Duties

- Maintains and processes documents related to employees' pay, benefits and compensated leave.
- Maintains and processes documents related to employees' pension.
- Ensures the appropriate amount of funds for taxes, benefit payments and other expenses are deducted from employees' paychecks and sent to the appropriate recipients.
- Prepares, updates and maintains electronic and paper personnel records for the jurisdiction, such as Personnel Actions (PAs) and performance evaluations.
- Provides information about the jurisdiction's personnel policies, programs, benefits and employment to internal and external entities when appropriate requests for information are received.
- Conducts orientation meetings for new employees by providing important information about pay and benefits to the new employees and assisting them with the completion of various paperwork.
- Prepares and submits reports to appropriate organizations (IRS, State of Alabama) to comply with employment regulations.

COMPETENCIES: Cognition, Learning, & Memory. Computer & Technology Operations. Mathematical & Statistical Skills.

- Oral Communication & Comprehension.
- Planning & Organizing.
- Policies & Procedures.
- Professionalism & Integrity.
- Researching & Referencing.
- Reviewing, Inspecting & Auditing.
- Self Management & Initiative.
- Sensory Abilities.
- Teamwork & Interpersonal.
- Technical & Job-Specific Knowledge.
- Technical Skills.
- Written Communication & Comprehension.

Minimum Qualifications

The following section provides the minimum qualifications necessary for appointment to this job. Applicants must meet or exceed these qualifications in order to be considered eligible for employment consideration.

- Experience processing an organization's payroll using a Payroll or Human Resources Information System (e.g. Abra, QuickBooks, Ceridian).
- Experience calculating and reconciling wages and taxes for completing tax reports for Federal, State, and County governments (e.g. 941, W-2, A-3, state-withholding, SUI).
- Experience interpreting deduction codes and tax codes (e.g., interpretation of employees FICA, Section 125, Flexible Spending, pension accounts, etc.).
- Experience reviewing or calculating time and attendance according to wage and hour laws (e.g. Fair Labor Standards Act).
- Experience using common office software (e.g., spreadsheets to include development of formulas, word processing documents).

PREFERRED QUALIFICATIONS:

- Certified Governmental Accounting Technician.
- Completed payroll seminars and courses for updated knowledge on payroll laws and regulations (e.g. Fred Pryor Courses).
- Experience using budgeting in regards to payroll and fringe benefits (e.g. FICA, health insurance, life insurance).
- Experience maintaining and administering payroll documents for an organization's employees including I-9 and Federal and State withholding tax forms.
- Experience reconciling payroll liabilities and general ledger accounts.

DISCLAIMER: This job description is not meant to be an all-inclusive list of the job duties, responsibilities, or skills and abilities required to do the job and may be changed at the discretion of the Personnel Board at any time.

Compensable Factors

The following section provides the compensable factors for this job. These factors describe the experience and/or educational level typically possessed by incumbents within this job and are used to assist in determining the pay grade for the job and eligibility for certain premium pay. These factors are not necessarily requirements for employment High School Diploma or G.E.D. and three years of experience preparing and processing payrolls.

Survey Year:
2019 - 2020

APPENDIX 5

1225

2019-172

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Class Title: **Administrative Assistant**
16

Class Number: **00066** Grade:

Summary:

Delivers a wide variety of non-routine administrative and support services requiring independent judgment and knowledge of detailed operations. Composes correspondence, prepares special reports and conducts research. May serve as the initial contact for supervisors and lead a small group of employees. Uses a computer to create moderately complex to complex databases, graphs, reports and spreadsheets.

Typical Job Duties

Greets visitors and callers, responds to their inquiries, and directs them to the appropriate location.
Communicates/collaborates with others (in person, over the phone, meetings, training) to obtain or convey information.
Schedules/coordinates events (e.g., meetings, appointments, travel, time-sensitive events) and prepares meeting spaces.
Processes forms, records, licenses, slides and/or other information to provide services and resources.
Maintains paper and electronic filing systems for records (medical, clerical, etc.), correspondence, and/or other material.
Receives, sorts, distributes, posts, tracks and mails reports, documents, notices, slides and/or other information.
Composes documents by typing, transcribing, writing, or compiling information and edits documents for accuracy and completeness.
Inputs, monitors, and analyzes data contained in tables, charts, maps and/or databases.
Handles payments, billing, and/or cash by calculating, collecting, posting, and/or balancing financial information.
Reviews financial records for arithmetic and clerical accuracy and conformity to rules, regulations, and laws.
Processes payroll deductions and deposits and manages merit increase records.
Manages and/or assesses inventory of materials, equipment, and supplies.

COMPETENCIES: Competencies are being developed.

Minimum Qualifications

The following section provides the minimum qualifications necessary for appointment to this job. Applicants must meet or exceed these qualifications in order to be considered eligible for employment consideration.

Regular employee (i.e., not probationary) in the Personnel Board of Jefferson County (PBJC) Merit System on or Before [announcement close date].

At least one year of experience on or before [Announcement close date] in one of the following classes: Administrative Clerk, Medical Clerk, Court Clerk, Office Assistant, Legal Secretary, Medical Secretary, Medical Records Clerk, Accounting Assistant I, or Accounting Assistant II.

Currently employed in one of the following classes: Administrative Clerk, Medical Clerk, Court Clerk, Office Assistant, Legal Secretary, Medical Secretary, Medical Records Clerk, Accounting Assistant I, or Accounting Assistant II.

PREFERRED QUALIFICATIONS:

- High School Education.
- Some College.
- Several years of experience in Administrative field.
- Advanced Experience using desktop computer software.

DISCLAIMER: This job description is not meant to be an all-inclusive list of the job duties, responsibilities, or skills and abilities required to do the job and may be changed at the discretion of the Personnel Board at any time.

Compensable Factors

The following section provides the compensable factors for this job. These factors describe the experience and/or educational level typically possessed by incumbents within this job and are used to assist in determining the pay grade for the job and eligibility for certain premium pay. These factors are not necessarily requirements for employment

High School Diploma or G.E.D. and three years of responsible clerical experience with two years of at the Administrative Clerk level.

Survey Year:

2019 - 2020

Close

Print

APPENDIX 6

2019-173



City of
Mountain Brook

Steve Boone <boones@mtnbrook.org>

Susan Elliott re-appointed to Library Board

1 message

Lindsay Gardner <lgardner@eolib.org>
To: Steve Boone <boones@mtnbrook.org>

Tue, Oct 15, 2019 at 9:04 AM

Steve,

Susan Elliott is willing to serve another term. When appropriate, please add to the City Council agenda for approval.

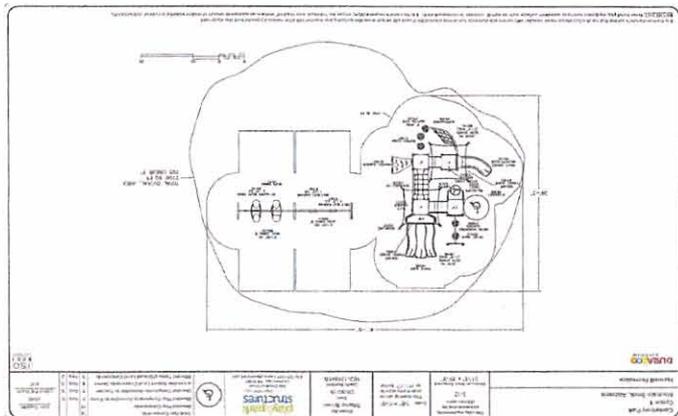
Thanks,
Lindsay

Please note my new email address - lgardner@eolib.org

Lindsay Gardner, Director
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
205.445.1192
334.216.9464 cell
lgardner@eolib.org

APPENDIX 7

2019-175



CONSTRUCTION PROPOSAL

DESCRIPTION: Replacement of existing playground equipment.

QUANTITY: 1

UNIT PRICE: \$48,000.00

TOTAL: \$48,000.00

[Signature]

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|----------|--|----------|-------------|-------------|
| 1 | Replacement of existing playground equipment | 1 | \$48,000.00 | \$48,000.00 |

Cantebury Park Playground Replacement
November 2019

The playground at Cantebury is in dire need of replacement. The old wooden structure is deteriorating and is in constant need of repair. We have budgeted \$45,000 for this replacement in this fiscal year. \$40,000 of it is to come out of EIS.

Virginia Smith, Anne Hesse (Park Board), and I have met with several of the local residents that would like to see the playground upgraded. We looked at several playground designs from Hammill Recreation and chose the playset included on the next page. This playset offers many more activities than the current equipment. It also has several activities for children with special needs.

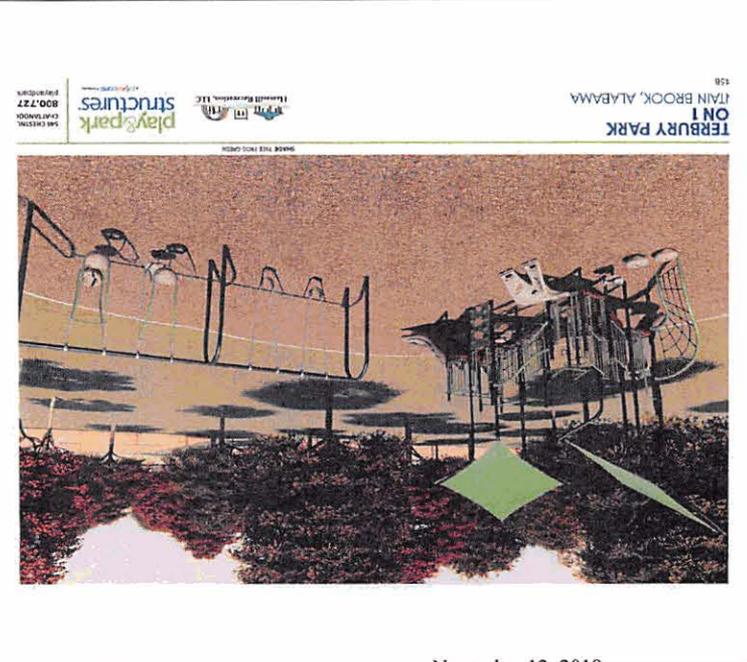
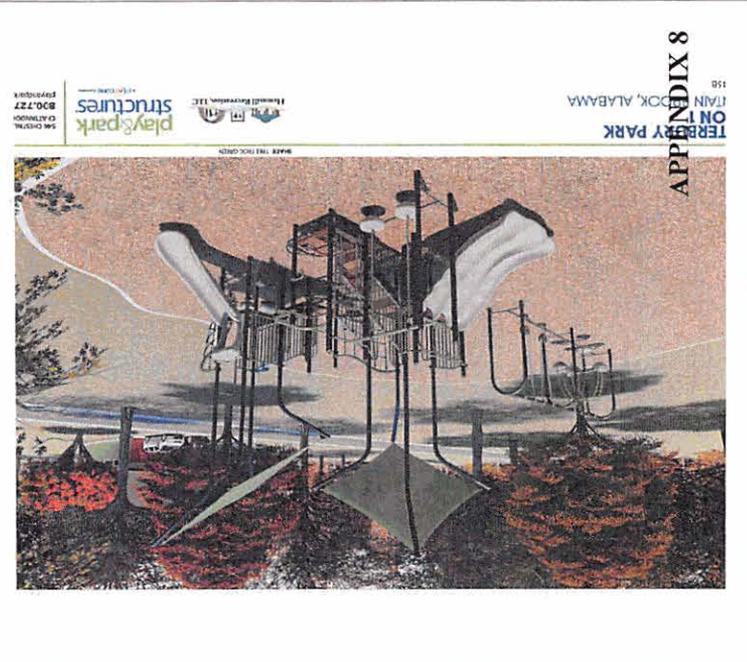
We also decided as a group on the color scheme. We feel this is still a very natural palette like most of our other playgrounds, but has a little more punch in the vibrant greens to make it fun and little different. It should blend nicely with the trees of the new foliage in the Spring. We also liked the lighter colors on the slides and climbing surfaces so they will not be so hot.

The swings will come with a couple of double seated swings for two kids on being together or a parent can swing with their child. These swings will include the traditional ones in the same amount of space.

The arrangement of the playset and swings will also allow for us to add a couple of independent pieces later to keep the playground fresh and interesting over the next few years.

The quoted price for the equipment and installation is \$45,022.00. If we can place the order by November 26, we will avoid the cost off for their annual increase in pricing and should get it delivered by the end of the year.

-Shandi Williams



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