

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 28, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 28th day of October, 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. EXECUTIVE SESSION

Council President Smith made a motion that the City Council convene in executive session to discuss a real estate matter and another matter involving a strategy in preparation for negotiations between the governing body and a group of public employees. 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

The Council President Smith declared that the motion passed by a vote of 5—0 and then requested that the audience members leave the room and will be recalled upon conclusion of the executive session. The pre-meeting resumed at approximately 6:30 p.m.

2. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scouts John Webb and Philip Cook of Troop 53.

3. AGENDA

1. Chamber of Commerce Semi—Annual Report to the City (Molly Wallace showed a video report to the audience.)
2. Discussion of expanding areas in Mountain Brook Village for prohibiting employee parking and reducing parking time from 4-hours to 3-hours - Ro Burrow and Molly Wallace (Appendix 1, Ordinance No. 2060 was added to the formal meeting agenda)
3. SRO Agreement with Board of Education (Appendix 2, This matter was continued for later discussion as the City is awaiting comments from School Board officials.)

4. Street Light request between 2428-2430 Mountain Brook Circle-Sam Gaston (Appendix 3, The City Manager was asked to notify area residents of the planned change and this matter shall come back for consideration on November 12, 2019.)
5. Caldwell Mill Road bridge replacement options and grant opportunities—Sammy Harton of Gresham Smith Partners (Resolution No. 2019-162 was added to the formal meeting agenda.)
6. Re-landscaping around the Jemison Trail pedestrian bridge—Sim Johnson (Resolution No. 2019-163 was added to the formal meeting agenda.)
7. Library Board appointment – (This matter was tabled for discussion.)
8. Act 2019-132 allowing cities to provide Tier 1 pension benefits to its Tier 2 employees—Steven Boone (Due to time constraints, this matter was tabled for discussion during the formal meeting.)
9. Review of the other matters to be considered at the formal (7 p.m.) meeting

4. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 7 p.m.

5. 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 October 28, 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 12, 2019

Merchant Votes for Ordinance 2056 per Officer Ro Burrow (Yes = In favor of; No = Not in favor of):

Montevallo Rd.

Marella/Village Sportswear	N
Ishi	N
Illuminated	Y
Eleven Eleven	N
Suite Dreams	N
Mountain Brook Flowers	N
Milla	N
Rex Jewelers	N
Another Broken Egg	N
Table Matters	N
The Lingerie Shoppe	N

Culver Rd.

Sneaky Pete's	Y
Berthon's Cleaners	N

Cahaba Rd.

McConnell, White, Terry	Y
Village Pet	N
Thompson Architecture	N/A
Vitola Cigars	Y
Mason Music	N
Brick & Tin	N
Wells Fargo	N
The Cook Store	N
Trocadero	N
Davenport's	N
Mr. Burch	N
Aladdin Cleaners	N
Leaf & Petal	N
Iberia Bank	N (private parking available)
Vogue Cleaners	N
Ousler's	Y
Impeccable Pig	Y
Bromberg's	Y (private parking available)
Realty South	N
Gilchrist	N
Harrison's	N

Cahaba Rd. Continued

South Oak	N/A
Envy Nails	N
Mtn Brook Creamery	Y
Dana Wolter	N
Betsy Brown	N
Amy Murphy	N/A
Barton Clay	Y
Shell	N/A
Ray & Poynor	N/A
Village Press	Y
Ritch's Pharmacy	N
Arc Realty	N
Etc.	N
Starbuck's	N
Kay Cleaners	N
Outpost	Y
Stella Blue	Y
M. Lavender	N

Petticoat Lane

Paige Albright	Y
Speed Spa	Y
Mary Charles Doll House	N
Patina	N
Ruby Ansley Interiors	N

Culver Rd

Wildflower	N
Village Firefly	N
AKP	N
Golden Age Wine	N
True Fitness	N/A
Pars Gallery	N
Olexa's	N
Beaute Therapie	N
Circa Interiors	N
Daniel George	Y
Green National Food	Y
Maison Interiors	N

47- NO
16- YES
6- N/A

APPENDIX I

Sam Gaston

From: Susan Doidge
Sent: Friday, September 20, 2019 3:32 PM
To: Sam Gaston; burrow@mtnbrook.org; cooki@mtnbrook.org; Alice Womack@OakworthCapital.com
Subject: Fwd: Parking in Mtn Brook Village

FYI

Sent from my iPhone

Begin forwarded message:

From: "Fat@olexas.com" <fat@olexas.com>
Date: September 20, 2019 at 3:25:40 PM CDT
To: Susan Doidge <suzan@mtnbrookchamber.org>
Subject: Parking in Mtn Brook Village

Hey Susan,
We have received the ordinance on parking and understand the need for optimum economic benefit. The reason I am reaching out is for two reasons.
Firstly, our customers have consistently complained THAT THERE IS NOWHERE TO PARK and
Second, we are asking if the church giving up a portion of their parking spots and running a tram, golf cart or trolley could be rethought.

We are also concerned about when Mtn Brook Elementary has their sports/field days... the majority of the Mtn Brook Elementary/Heathermoor Rd parking spots are full by 7:45 am with parents/family and there's no extra spots for employees on that side of the village whose "in" time isn't until 9 am or after. Would it be possible on those days if the employees of the village would be able to be exempt from any parking tickets if they had to park elsewhere?

We're just trying to have solutions to a frustrating and ongoing problem.
Much thanks!
Emily

Sam Gaston

From: Janet Forbes
Sent: Monday, September 30, 2019 8:43 AM
To: Susan Doidge, Molly Wallace, Sam Gaston, Rozetha Burrow
Subject: Seth Adams - Village Sportswear MBV

Seth called to voice his opinion against the new parking ordinance. With the ordinance prohibiting parking on Canterbury Rd, all the employees will park on his side on MBV. He doesn't think the ordinance should only restrict parking on one street.

Janet Forbes, *SHRM-CP*
Assistant to the City Manager
City of Mountain Brook
P.O. Box 130000
Mountain Brook, AL 35213
(p) 205.802.3800 (f) 205.870.3377
jforbes@mtnbrook.org

Change parking hours in Mountain Brook Village from 4 TO 3 hours

Cahaba Road

- Village Press - Yes
- Riches Pharmacy - Yes
- ARC Realty - Yes
- Barton Clay - yes
- Amy Murphy Studio
- Betsy Brown - Yes
- Dana Wolter Interiors - NO
- Mt Brook Creamery - Yes
- Envy Nails - NO
- South Oak Title
- McConnell Terry - No
- Village Pet Care - Yes
- Thompson Architecture- Yes
- Vitola Fine Cigars - Yes
- Mason Music- Yes
- Brick & Tin- Yes
- Wells Fargo- Yes
- The Cook Store- yes
- Tracodero- No
- Davenport's Pizza- Yes
- Mr. Bruch Formal Wear- Yes
- Aladdin Cleaners- Yes
- Leaf n Petal- Yes
- Iberia Bank - YES
- Vogue Cleaners- Yes
- Ouslers - Yes
- Impeccable Pig- Yes
- Bromberg's- Yes
- Starbucks - Yes
- Key Cleaners - Yes
- M. Lavender - Yes
- OutPost- Yes
- Stella Blu- Yes
- ETC- No

57- yes
10- NO

Culver Road

- Berthon's Cleaners - Yes
- Sneaky Pete's - Yes
- Region's - Yes
- Icehouse
- Wildflower - No

- Village Firefly No
- The Salt Room - Yes
- Akp and Associates
- Golden Age Wine- Yes
- True Fitness - Yes
- Parc Gallery - No
- Beautie Therapie- Yes
- Olexia - Yes
- Village Framers- yes
- The Green Door- yes
- Maison- yes
- Daniel George- yes
- Circa Interiors - No

Petticoat Lane

- Ruby Ansley Interiors- Yes
- Paige Albright- Yes
- The Doll Shop-
- Speed Spa- Yes
- Patina - No
- Christine's - Yes

Montevallo Road

- Pappallo - Yes
- Gilchrist- Yes
- Harrison Limited - Yes
- Rex Harris Fine Jewelry - Yes
- The Lingerie Shoppe - Yes
- Mila - Yes
- Mountain Brook Creamery - Yes
- Suite Dreams - Yes
- Eleven Eleven - Yes
- Illuminated Candle - Yes
- Ishi - Yes
- Marella /Village Sportswear - Does not think it makes any difference
- Another Broken Egg - Yes
- Table Matters - yes

APPENDIX I

Sam Gaston

From: Ted Cook
Sent: Wednesday, September 11, 2019 3:33 PM
To: Sam Gaston
Cc: Suzan Doidge, Dana Hazen
Subject: Re: MBV Parking

Jackie's response to the question about her route and ticketing:

Chief, I can't see it effecting my duties in MBV other than I probably will write less tickets on Culver, Petticoat and Cahaba. When the employees see me writing tickets on Canterbury, the they will start moving their cars (which is a good thing). The only possible problem I see is with the No Employee's parking, employees will more than likely start parking on Petticoat and Culver Rd. This could create a problem on these other streets

Chief Ted Cook
Mountain Brook Police Department
101 Tibbett St.
Mountain Brook, AL 35213
(205) 802-3852



On Tue, Sep 10, 2019 at 4:33 PM Sam Gaston <sgastons@mtbrook.org> wrote:

Regarding going from 4 hour to 3 hour parking in MBV, if Jean Clayton is the only person who mentioned it, then I am not sure we need to ask the rest of the village, just leave it at 4 hours. Dana says she has received no comments or complaints about the 4 hour parking. Your thoughts?

Ted-if we did make MBV 3 hours and kept 4 hours in the other 2 villages, how would this affect Jackie's schedule/route of parking enforcement?

Also, what are your thoughts of getting this information out soon about the "No Employee" parking on just Canterbury? Can the Chamber do an email blast to all the merchants in the village and does Ro have time to walk a copy of the ordinance around to all the village? Could be that a few village employees from other streets that might occasionally park on Canterbury Road.

Sam S Gaston
City Manager

Petition to Remove Ordinance No. 2096

This is a signed petition to remove ordinance no. 2096 issued on behalf of one merchant's complaints forbidding any employee associated with any business located in Mountain Brook Village to park any motor vehicle on Canterbury Road. The majority of employees of Mountain Brook Village are also paying customers to other merchants in Mountain Brook Village. This ordinance is unfair and one sided.

We, the undersigned, are concerned citizens who urge our leaders to act to remove ordinance no. 2096.

Printed name	Signature	Date
Dorie King	<i>Dorie King</i>	10/8/19
Marci Twitty	<i>Marci Twitty</i>	10/8/19
Nicole	<i>Nicole Husley</i>	10/8/19
Andee Renshaw	<i>Andee Renshaw</i>	10/8/19
Allison Brown	<i>Allison Brown</i>	10/8/19
Alison Manley	<i>Alison Manley</i>	10/8/19
Jennifer Pate	<i>Jennifer Pate</i>	10/8/19
Chi Ranieri	<i>Chi Ranieri</i>	10/8/19 ✓
John Haynes	<i>John Haynes</i>	10/8/19
Katherine Lewis	<i>Katherine Lewis</i>	10/8/19
Jamie Bagner	<i>Jamie Bagner</i>	10/8/19
Julie Koch	<i>Julie Koch</i>	10/8/19
Debra Bugg	<i>Debra Bugg</i>	10/8/19
NANCY PRICE	<i>Nancy Price</i>	10/8/19

Printed Name	Signature	Date
Joyce E. Lewis	Joyce E. Lewis	10-9-2019
Janie Roberts	Janie Roberts	10-9-2019
Ciana Word	Ciana Word	10/9/19
Melissa Sughata	Melissa Sughata	10-9-19
Elizabeth Flowers	Elizabeth Flowers	10-9-19
Amy Schneider	Amy Schneider	10-10-2019
LISA S. ROBINSON	Lisa S. Robinson	10-10-2019
Susan Elmer	Susan Elmer	10-10-2019
Carole Pizitz	Carole Pizitz	10-10-2019
Walter Jew	Vickie Guerrero	10-10-2019
Katie Hoyle	Katie Hoyle	10/10/19
Pam Renshaw	Pam Renshaw	10/10/19
Lynne Rogers	Lynne Rogers	10/11/19
Kelly TRAITNO	Kelly Traitno	10/11/19
Bette Perry	Bette Perry	10/11/19
Sherrill Curtis	Sherrill Curtis	10/11/19
Jarvis Brown	Power to the People	
Jennifer Boylan		10/11/19 ✓ Really South
Shirley Goble		
Amy Bell		10/11/19
Rachel Jacobs	Rachel Jacobs	10/12/19
Erica Faye Peterson	Erica Faye Peterson	10/13/2019

Susan Gray

Susan Gray

10-12-19

APPENDIX I



CITY OF MOUNTAIN BROOK
 Dana O. Hazen, AICP
 Director of Planning, Building & Sustainability
 56 Church Street
 Mountain Brook, Alabama 35213
 Telephone: 205/802-3816
 Fax: 205/879-6913
 hazend@mtbrook.org
 www.mtbrook.org

DATE: August 12, 2019

TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, City Planner

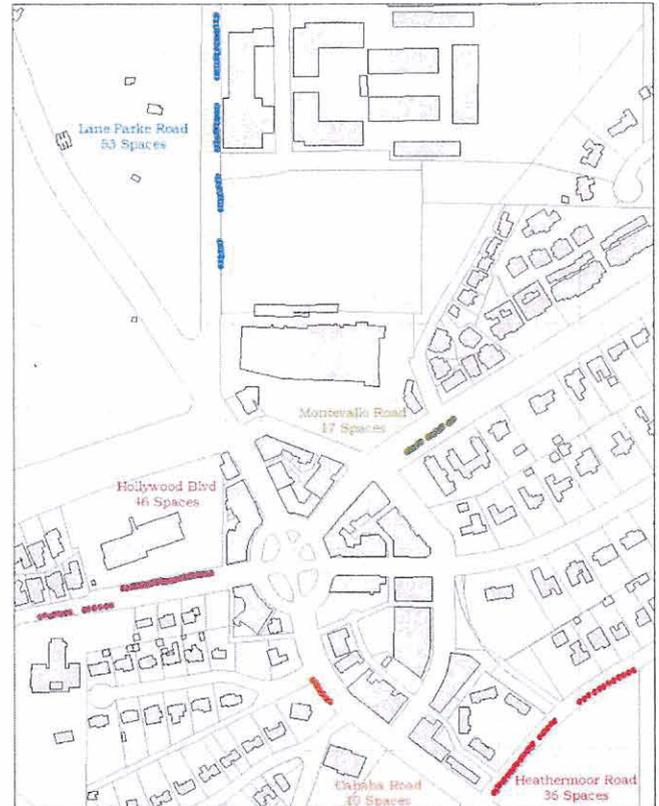
RE: Employee Parking - Mountain Brook Village

A survey was done by staff during the summer of 2019, regarding the number of employees in the traditional village (minus Lane Parke and Village Dermatology) at a peak hour, compared to the number of all-day employee parking (on-street parking combined with private, on-site parking).

The results indicated that there is a small surplus (7 parking spaces) on all-day parking when compared to the employee need.

WEEK	Private On-Site Parking	Public All Day Parking	Total On-Site Parking Available	Total Number of Employees at Peak Hour
10/2/2019	228	102	330	323

Mountain Brook Village All Day/Employee Parking - 162 Spaces



Draft Oct 15 2019

Agreement for Student Resource Officer Program
City of Mountain Brook, Alabama and City of Mountain Brook BOE

This Agreement for Student Resource Officer Program ("Agreement") is made and entered into effective as of October 1, 2019 (the Effective Date) by and between the City of Mountain Brook, Alabama ("City"), and the City of Mountain Brook Board of Education (the "Board"). The City and Board may be individually referenced herein as a "Party" or collectively as "Parties."

WHEREAS, the City and Board previously have maintained a School Resource Officer ("SRO") Program whereby law enforcement officers employed by the City have provided SRO services at Board schools pursuant to a Memorandum of Understanding (the "MOU");

WHEREAS, when this Agreement becomes effective, the MOU will terminate, but the Parties desire to continue the SRO Program pursuant to the terms, conditions and provisions herein; and

WHEREAS, when this Agreement becomes effective, it shall supersede and replace the MOU in its entirety.

NOW, THEREFORE, in consideration of the respective agreements, promises, representations and warranties of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the City and Board agree as follows:

1. Objectives. The Parties desire to operate the SRO Program pursuant to the terms, provisions and conditions herein, and anticipate that, through the cooperative efforts of their officials, City law enforcement officers, students, parents, courts, and the community, that Program will achieve the following objectives:

- (a) help provide a safe and secure environment in Board schools and the areas immediately surrounding them;
- (b) assist the Board maintain conditions at its schools that are conducive to learning;
- (c) reduce criminal activity by students;

(individually a "School" or collectively "Schools"). An SRO ordinarily will be assigned to perform their duties at the School to which they are regularly assigned, but periodically also may perform SRO duties at other Schools.

The City Police Department will use its reasonable efforts to assign a designated SRO to each of the above listed Schools on days during the regular school year when classes are in session. However, the Board acknowledges and agrees that the City is not committing hereunder to assign an SRO to each School on those days. Should one or more of the 6 designated SROs not be scheduled to work or be absent from work on days when regular classes are conducted due to sickness, holiday, vacation, or law enforcement training, then the designated SROs who are available to work on those days may be assigned to perform SRO duties and cover more than one School at those times.

Notwithstanding any provision herein, in the event of emergency circumstances that affects all or part of the community at large, City officials temporarily may alter the schedule or change the location at which an SRO regularly performs their duties to another location in the City in order to provide law enforcement services throughout the community.

(b) Regular Shifts. The SROs shall be assigned to perform SRO duties during regular school hours and on school days throughout the regular school year when classes are being conducted. The City Police Department is responsible for setting the regular, 8 hour shifts during which the assigned SROs will perform their services.

(c) Overtime Work. If the principal or assistant principal at a respective School requests that a designated SRO who has completed his/her regular shift at a School extend that shift to perform additional SRO services for the Board that relate to educational events, functions and matters, the additional time worked by that officer on those occasions will be treated and classified as "Overtime Work" pursuant to this Agreement.

(d) Regular Duties. The SROs shall have the following responsibilities during regular school periods:

- (i) If necessary, provide law enforcement services at the Schools, including, without limitation, conducting investigations, interviews and any searches related to criminal activity at a School. The law enforcement services provided by SROs shall be consistent with legal guidelines applicable to law enforcement officers and the Standard Operating Procedures of the City's Police Department;

(d) if any criminal activity occurs in or about a Board school, increase accountability and prevent that activity from developing into a pattern of delinquency;

(e) establish a positive working relationship between law enforcement officials and students that will assist in student development and may prevent juvenile delinquency; and

(f) promote positive attitudes regarding the role of law enforcement officers in society.

2. Term/Early Termination. This Agreement shall commence on the Effective Date (i.e., October 1, 2019) and thereafter continue in effect for the twelve month period ending September 30, 2020 (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for up to five (5), successive periods of 12 months each (a "Renewal Term") unless, at least one hundred eighty (180) days before the end of the Initial Term or the then current Renewal Term, either Party provides written notice to the other expressing their desire to terminate the Agreement. The Initial Term and any Renewal Term collectively may be referenced hereinafter as the "Term."

Notwithstanding the provision immediately above or elsewhere herein, either Party may terminate this Agreement with or without cause upon giving the other one hundred eighty (180) days advance written notice of termination.

3. Nature of Services. The primary purpose of this Agreement and SRO Program is for the City to furnish officers who will perform law enforcement services at schools in the Board's system. The following understandings apply to these services:

(a) Assignment of SROs. The City will select and assign up to six (6) law enforcement officers who will serve as SROs at the following schools:

- (i) Mountain Brook High School;
- (ii) Mountain Brook Junior High School;
- (iii) Mountain Brook Elementary School;
- (iv) Crestline Elementary School;
- (v) Brookwood Forest Elementary School; and
- (vi) Cherokee Bend Elementary School.

(ii) Consult with and assist the Board's Superintendent or principal, faculty and staff at their assigned School in developing plans and strategies to prevent and/or minimize the impact of dangerous situations that may occur on School grounds or at School sponsored events;

(iii) Periodically provide supervised classroom instruction to students and School staff on a variety of law-related, drug abuse/awareness, and crime prevention topics;

(iv) Communicate regularly with School officials regarding the safety, security, and well-being of students and School staff; and

(v) Comply with Board regulations and policies concerning access and use of School premises that apply to Board employees.

(c) Employees of City. At all times pertinent to this Agreement, each SRO is and shall remain an employee of the City who is exclusively supervised by officials in the City Police Department. Nothing herein creates, or is intended to create, any employer-employee or principal-agent relationship between the Board and any SRO, or create any obligation of the Board to compensate or furnish employment benefits of any type to any SRO.

(f) SRO Training. The City represents that each designated SRO shall be certified by the National Association of School Resource Officers, properly trained and otherwise qualified to serve as an SRO.

(g) Evaluation. The City will annually evaluate the performance of each SRO. The Board may provide feedback to City's Agreement Representative related to those evaluations, but understands and agrees that the City, in its sole discretion, has the exclusive right to make staffing, disciplinary or other employment actions regarding an SRO (including, without limitation, removing them from the Program, reassigning them or selecting new SROs).

(h) Access to Student Records. In order to assist the Board to perform educational services at the Schools, the SROs periodically may require, and the Board agrees to grant, access to certain records with personally identifiable information about students that is covered by Family Educational Rights and Privacy Act (FERPA). The Board designates the SROs who may be given access to those records for the purposes of this Agreement as "school officials with legitimate educational interests" within the meaning of FERPA.

APPENDIX 2

(i) **Services Outside Scope of Agreement.** The following services that a City Police Officer (whether or not designated as an SRO) performs in connection with Board functions and activities fall outside the scope of this Agreement and the SRO Program:

- (i) Except for the Overtime Work by an SRO contemplated and discussed above in Section 3(c), services performed for the Board after regular school hours or days for an athletic, extra-curricular or other Board-sponsored event at a School. The Board or other entity requesting and receiving the benefit of such off-duty service shall compensate the officer for that work based on understandings that have been or will be negotiated independent of this Agreement; and
- (ii) Any services performed in connection with a class retreat, athletic event or other Board function that does not occur at a School site. Requests for law enforcement services for any such event shall be approved in advance by the City and shall be subject to the Board fully reimbursing the City for all costs related thereto.

4. City's SRO Program Expense/Cost Sharing by Board.

During the Term the City will bear the expense of performing its responsibilities hereunder for the SRO Program, maintain records substantiating its annual costs of the Program, and make those records available to the Board on reasonable, advance request. The elements of the SRO Program include, but are not limited to, the expense of labor and benefits for up to six (6) SROs that the City will assign to the Program, uniforms, law enforcement equipment, costs of capital transfers for vehicle replacements, training expenses incurred by those City officers required for them to be certified for SRO services and the City's cost for a Police Department representative to attend the first PTA meeting at a School during an academic year and regular monthly meetings of the Board (collectively, the "City's SRO Program Costs"). If an SRO performs Overtime Work for educational events, functions and matters (see Section 3(c) above), for accounting purposes the expense of that Work will not be treated as an element of the SRO Program.

Beginning on the Effective Date, the Board shall reimburse the City for 50% of the City's SRO Program Costs and for 100% of Overtime Work performed by SROs. Within ten (10) days following each calendar month during the Term, the City will submit invoices to the Board indicating the City's SRO Program Costs (and any Overtime Work) attributable to the preceding month, and the Board shall remit payment for those invoices within fifteen (15) days following receipt. Within sixty (60) days following each twelve month period of the Term (or other month immediately following termination of the Agreement), the Parties will confer to reconcile any

variances in amounts billed by the City and actual amounts owed by the Board for the City's SRO Program Costs (or Overtime Work) during the preceding twelve month period (or other months preceding termination). If the Parties determine in that reconciliation process that the City under billed or the Board overpaid City's SRO Program Costs (or Overtime Work) for the period that is examined, the reconciled amount will be paid by the Party owing that amount to the other within ten (10) days after conclusion of such process.

5. Request by Board for Material Modification of Agreement. The Board acknowledges that the City has invested significant resources to employ and train additional law enforcement officers to meet its commitment herein to furnish six (6) designated SROs to perform SRO duties. Consequently, if the Board subsequently requests that the City amend this Agreement to increase or decrease the number of designated SROs contemplated herein or make any other modification to this Agreement or the SRO Program that, in the City's sole judgment, materially affects the City's SRO Program Costs, the Board must provide the City a transition period of up to six (6) months to implement any such agreed modification (an "Implementation Period") and compensate the City for any previously unbudgeted costs that it may incur during or at the end of that Period to make any such change. By way of example, if the Parties agree to amend this Agreement to satisfy a request from the Board that the City increase the number of designated SROs from 6 to 7, the Board, as a condition for any such amendment, the City may require that the Board pay the City's cost to employ and train an additional law enforcement officer or new SRO during the Implementation Period. Conversely, if the Board were to request that the City agree to reduce the number of designated SROs from 6 to 4, as a condition of any such Amendment the City may require that, in order to minimize its risk and cost of having overstaffed with law enforcement personnel at the end of Implementation Period, it have the unilateral discretion to remove designated SROs from the SRO Program, furnish less than 6 SROs and reassign the SROs who are expected to be displaced by the amendment to other positions in its Police Department that may come available at any time during that Period.

6. Miscellaneous Provisions.

(a) **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties concerning the matters and subjects herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to be merged herein and of no effect unless expressed herein.

(b) **Counterparts.** This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

APPENDIX 2

(c) **No Waiver.** Any forbearance or delay by either Party in enforcing any of their rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

(d) **No Assignment.** Neither Party may assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the other Party, which consent will not be unreasonably withheld.

(e) **No Third Party Beneficiaries.** This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(f) **Independent Contractor.** The City is an independent contractor of Board. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties.

(g) **Amendment.** Neither this Agreement nor any of its provisions herein may be amended or modified except in accordance with the terms of a written instrument signed by both Parties.

(h) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned, duly authorized officials of the Parties have executed this Agreement on behalf of their respective organization.

City of Mountain Brook, Alabama

By: _____

Its: Mayor

Date _____

City of Mountain Brook Board of Education

By: _____

Richard Barlow

Its: Superintendent

Date _____

Sam Gaston

From: Sam Gaston
Sent: Monday, October 14, 2019 4:47 PM
To: Howell, Alison Dyan; Rooker, Teira Shanae
Subject: FW: Between 2428-2430 Mountain Brook Circle
Attachments: IMG_4638.jpg; Untitled attachment 00847.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

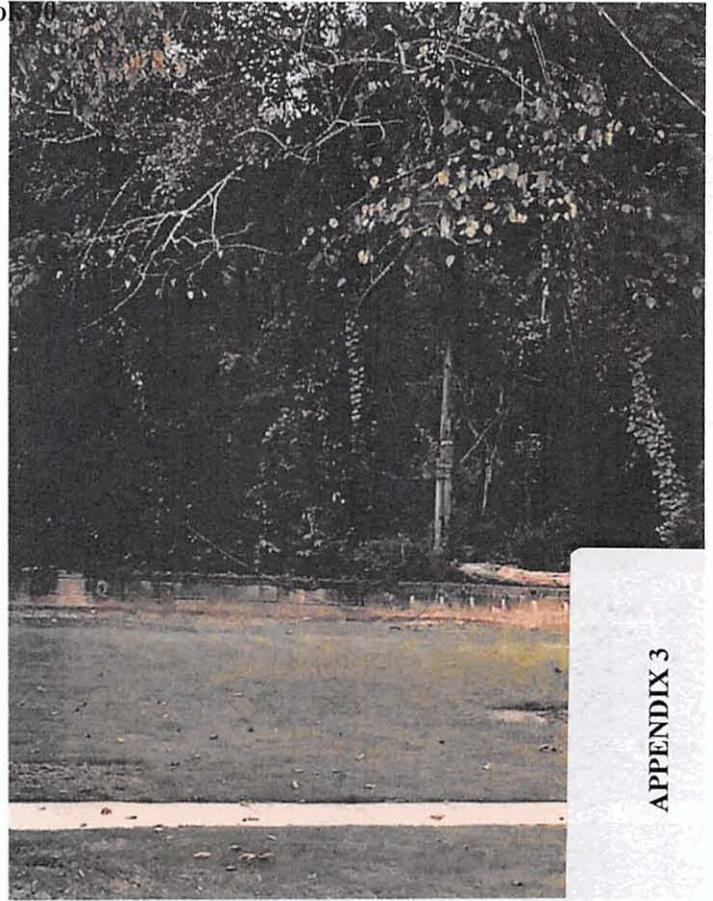
Mountain Brook AL 35213

(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



APPENDIX 3

Lighting Services NESC® Lease Agreement (Governmental)



Customer Legal Name: City of Mountain Brook
Service Address: MOUNTAIN BROOK CIR, BIRMINGHAM AL 35213
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gaston@mtnbrook.org
Tel: 205-802-3803
Business Description: Municipal

Existing Customer? Yes [X] No []
Equipment added to an existing account? Yes [X] No []

Table with columns: Qty, Wattage, Type, Description, OH/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$/yr), Estimated Monthly Charge (\$/yr). Row 1: 1, 108, LED, LED Coors - 4300K - gray - 8520 to 14000 Lumens, OH, 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 Unmetered Outdoor Lighting (OUL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature: Sign Here, Print Name, Print Title
Date:
Alabama Power Company: Sign Here, Print Name, Print Title
Date:

APC Internal Use Only - APC Reference Number (if applicable):

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" (the "Premises"), and (2) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes". Customer acknowledges that regulatory changes during the Agreement term may require APC to modify or replace some Equipment.
2. Interest 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 when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement and security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding the 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 advice.
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 stated 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 dictated 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: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (hereinafter 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 (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation, and (ii) 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 Facility/Obstruction Not Subject to the Law. Because APC Activity may require excavation not subject to the Alabama's Underground Protection Legislation (Ala. Code §§ 35-141-1, 35-141-1.1) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas, water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
C. Unforeseen Condition. The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unmarked well, underground obstruction, architectural artifact, buried ground, treated or untreated bodies, hazardous substances, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies this condition or agrees to reimburse all APC costs 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 (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8528; and (ii) provide notices 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 the Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC if any need for Equipment repair by calling the Business Service Center at 1-888-450-8787.
9. Disclaimer. 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 need, or Equipment failure, the Equipment may not follow IEEEA guidelines. Customer waives any right to consequential, special, indirect, treble, 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, hindrance, 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 or 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, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. Miscellaneous. 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 both parties 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, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable in any aspect, the rest of that provision and all other provisions remain effective.

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 28, 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 28th day of October, 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. PRESENTATION

Mayor Welch read aloud and presented the American Indian Heritage Month Proclamation (No. 2019-157) to Ms. Jessie Schniper.

2. CONSENT AGENDA

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

Approval of the minutes of the October 14, 2019, regular meeting of the City Council

2019-157	American Indian Heritage Month proclamation	Exhibit 1
2019-158	Recommend to the ABC Board the issuance of a 070 – Retail Table Wine (Off Premises Only) license to Phoenix Wines, LLC (Trade name Finch Fine Wines) located at 2737 Highway 280, Suite 144, Mountain Brook, AL 35223	Exhibit 2, Appendix 1
2019-159	Authorize the execution of an agreement with the Birmingham-Jefferson County Transit Authority (BJCTA or MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2020	Exhibit 3, Appendix 2
2019-160	Authorize the execution of a contract between the City and Strengths Consulting, Inc., with respect to a city-wide employee engagement survey and related manager training	Exhibit 4, Appendix 3
2019-162	Authorize Gresham Smith to prepare on behalf of the City a \$250,000 Rebuild Alabama Act 2020 grant application with respect to the Caldwell Mill Road bridge replacement due on or before November 30, 2019	Exhibit 5, Appendix 4

- 2019-163** Approve the bank stabilization, grading/drainage and (temporary) reforestation proposal in the vicinity of the pedestrian bridge located in Jemison Trail the estimated cost related thereto of \$30,000 to be shared equally between the City and Friends of Jemison Park
- Exhibit 6,
Appendix 5

Thereupon, the foregoing minutes, proclamation and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Black. The minutes, proclamation and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes, proclamation 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, proclamation (No. 2019-157) and resolutions (Nos. 2019-158 through 2019-160, 2019-162 and 2019-163) are adopted by a vote of 5—0 and that and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2060) ESTABLISHING TIME RESTRICTIONS FOR ON-STREET PUBLIC PARKING IN MOUNTAIN BROOK VILLAGE (BY CHANGING ALL SHORT-TERM 4-HOUR PARKING TO 3-HOUR PARKING) (EXHIBIT 7, APPENDIX 6)

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 President Pro Tempore Pritchard 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. 2060) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION: ACT 2019-132 ALLOWING CITIES TO PROVIDE TIER 1 PENSION BENEFITS TO ITS TIER 2 EMPLOYEES (RESOLUTION NO. 2019-161, EXHIBIT 8, APPENDIX 7)

Council President Smith called on Steven Boone, Finance Director, to introduce the matter for discussion.

Steven Boone:

- The City joined the Employees' Retirement Systems of Alabama (RSA) in 1995 and shortly thereafter reported a funded status of 76%
- The City has realized a funded status of 84% in 1999, 86% in 2007. The City's funded status has since dropped to 64%-65% in 2013 where it has remained until the most recent reporting date of September 30, 2018.
- During this period, the City has contributed everything required by the actuaries plus an additional \$11.8 million
- The Tier 1 pension benefit has been determined to be 35%+ more than the Tier 2 pension benefit (due to the hazardous duty addendum fire and law enforcement (FLC) service credit bonus combined with the higher pension benefit factor)
- The RSA has provided all cities with individualized case studies of the impact of the change, if implemented. The City's combined case studies show an increase in the unfunded actuarial accrued liability (UAAL) of \$334,000 representing the Tier 2 to Tier 1 retroactive service credit.
- The increased UAAL shall be paid exclusively by the City over a 15-year period by a fractional percentage increase in the City's Tier 1 and converted Tier 2 wages. Additionally, the City's prospective normal cost for the converted Tier 2 employees shall be increased by approximately 2% of the converted Tier 2 wages. The estimated cost increase reported in the case study for year 1 is \$80,500.
- As Tier 1 employees retire, the converted Tier 2 wages shall increase. Boone estimates the City's additional cost after full conversion to be \$300,000+ (determined by applying the increased required contribution rate to the City's total salaries). This additional cost will not be realized in any year but rather incrementally as the Tier 1 employees retire and are replaced with employees with the same benefit structure rather than the lower retirement benefit Tier 2 employees.
- This analysis is somewhat different from other employers as Mountain Brook has already increased its Tier 1 employee withholdings to the maximum allowed. Employers who have not done so could realize a cost reduction by shifting 2.5% of their pension cost to their Tier 1 employees. This savings is temporary and will diminish over time as the Tier 1 wages decrease due to Tier 1 employee retirements.
- Since implementing this 2.5% cost transfer in 2012, the City's Tier 1 required contribution rate has almost doubled to 16%+ effective October 1, 2020. So, even those cities that shift a portion of their cost to the Tier 1 workers will experience an increase in their cost of the converted pension plan in the long run.
- Considering the City's current funded status and experiences, Boone does not recommend implementing the Tier 2 pension conversion plan and presented a resolution formally rejecting the change

Council member Shelton:

- The City has been concerned about the sustainability of the pension plan for well over a decade
- The City has contributed millions of dollars over the years more than actuarially required in order to improve the pension plan's financial condition
- The efforts have thus far not achieved the desired result
- In his view, an additional increase in the pension benefit is not prudent

Mr. Boone:

- In 2001 and 2007, the City contributed a total of \$9 million in lump sums.
- The City planned to contribute \$300,000 annually starting in 2008
- After making the 2008 contribution, the City did not realize the anticipated funding improvement and discontinued the annual contributions (instead saving the money internally)
- In 2017, the City resumed its annual excess funding strategy contributing \$600,000 in 2017, \$610,000 in 2018, \$638,000 in 2019 and has budgeted \$640,000 for 2020
- Boone still believes this strategy is exerting downward pressure on the City's required contribution rate expressed as a percentage of payroll, however, the contribution rate is continuing to grow.
- If the Tier 2 conversion is implemented, the added cost will diminish to a degree the positive effects the current excess funding strategy is yielding.
- Additionally, the Council has passed a resolution stating that retiree cost-of-living adjustments and one-time bonuses shall not be granted until the City achieves a funded status of 90%. Those costs are born solely by the City and offset the benefits achieved through the over funding strategy.

Mayor Welch:

- Was shocked after taking office and learning of the City's \$25 million UAAL.
- Was concerned that the City had made employee promises that the City may not be able to fulfill
- Out of this concern, the Council agreed to implement Mr. Boone's recommendation to resume making annual contributions in 2017 starting at \$600,000+
- Defined benefit pensions are very complicated
- Considers corporate chief executive officers to be among the sharpest business leaders. Corporations began to terminate their defined benefit pension plans decades ago as they realized the long-term costs were exorbitant, difficult to manage and detrimental to the balance sheet.
- The actuarial model is based on historical life expectancies. As life expectancies increase, pension costs increase significantly.
- The Council is concerned about sustainability of the current 2-tiered model. Considers taking on more cost to be irresponsible.
- The City values its employees greatly but recommends that the current 2-tiered pension remain in effect

Eric Meyer, a 16-year employee and Fire Lieutenant from Engine 3 on behalf of the City's employee federation members:

- Mr. Boone presented the results of his analysis to employee groups this past week
- Not all employees have been able to see or hear the information presented
- The employee federation requests that the City delay action for at least two weeks to allow time to communicate with the remaining employees
- Additionally, the employees would like to be involved in the discussion as to compensation and other budget changes that may ultimately be required to offset any future cost increases should the City determine later to implement the Tier 2 pension conversion
- The postponement simply allows the federation to communicate the results of the RSA case study to the remainder of the employees
- The employees do not see the harm in a delay

After said resolution (No. 2019-161) had been considered in full by the Council, Council President Smith asked whether the members of the Council wished to vote tonight or delay.

Council member Black:

- Hears the request for a delay but does not see how it affects the data that the Council has been studying for months
- Recommends the Council proceed with a vote tonight

Council President Smith:

- Considering the information at-hand, agrees that the Council should vote “no” to the Tier 2 conversion plan
- Recognizes that new information may come available in the future and that a “no” vote tonight does not preclude the Council from revisiting this issue

Council member Shelton:

- The implementation date ends May 8, 2021
- Bad math does not improve with age and the numbers will not change over the coming two weeks
- Agrees further study is warranted but agrees the Council should not delay
- Is prepared to reconsider this matter should new information come to light

Council President Pro Tempore Pritchard:

- Encouraged Mr. Meyer to continue his dialogue with Mr. Boone
- If one keeps the magnitude of the \$31 million UAAL in perspective with respect to the City’s financials, no one can argue that this is not a huge problem for the City
- Agrees that the City should proceed with its vote to reject the Tier 2 conversion
- The City will have to remain vigilant is the management of its budget and operations in order to ensure that its employee promise can be honored

Council member Womack:

- Joined the Finance Committee the same year as Mr. Shelton
- At that time, the pension was the number one concern of the City and continues to be today
- Has nothing further to say that has not already been said

There being no further discussion, President Smith called for a motion to adopt the resolution rejecting the Tier 2 pension conversion plan. Council member Black made a motion for the passage of the resolution. The motion was seconded by Council President Smith. 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 resolution (No. 2019-161) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENTS

There will be a public hearing on Tuesday, November 12, 2019, to consider an ordinance adopting the 2018 building codes and 2017 electrical code.

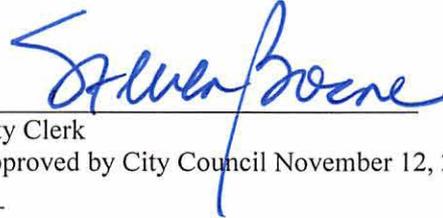
The next regular meeting of the City Council will be November 12, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

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

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on October 28, 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 12, 2019

EXHIBIT 1

PROCLAMATION NO. 2019-157

Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

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

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

and urge the residents of our community, and communities across the country, to observe this month with the appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 28th day of October of the year of our Lord 2019 and of the Independence of the United States of America, the 243rd.

Stewart H. Welch III, Mayor

EXHIBIT 2**RESOLUTION NO. 2019-158**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 070 – Retail Table Wine (Off Premises Only) license to Phoenix Wines LLC (trade name Finch Fine Wines), 2737 Highway 280, Suite 144, Mountain Brook, AL 35223.

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

APPENDIX 1

EXHIBIT 3**RESOLUTION NO. 2019-159**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (BJCTA/MAX) fiscal 2020 Transit Service Agreement, in the form as attached hereto as Exhibit A.

APPENDIX 2

EXHIBIT 4**RESOLUTION NO. 2019-160**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for services between the City and Strengths Consultants, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to an employee engagement survey and related training services.

APPENDIX 3

EXHIBIT 5**RESOLUTION NO. 2019-162**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes Gresham Smith and Partners to prepare (on behalf of the City) a Rebuild Alabama Act 2020 grant application with respect to the Caldwell Mill Road bridge replacement project.

APPENDIX 4

EXHIBIT 6**RESOLUTION NO. 2019-163**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the proposed bank stabilization, grading/drainage and (temporary) reforestation proposal in the vicinity of the pedestrian bridge located in Jemison Trail, in the form as attached hereto as

Exhibit A, the estimated cost related thereto of \$30,000 to be shared equally between the City and Friends of Jemison Park.

APPENDIX 5

EXHIBIT 7

ORDINANCE NO. 2060

**AN ORDINANCE ESTABLISHING TIME RESTRICTIONS FOR
ON-STREET PUBLIC PARKING SPACES LOCATED IN MOUNTAIN BROOK VILLAGE**

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

Section 1. Short Term on-street parking spaces located within Mountain Brook Village are hereby restricted to three (3) hour parking, Monday through Friday between the hours of 8 a.m. and 5 p.m. when there is standing at or in the vicinity of said parking space(s) 3-hour restricted parking signs.

Section 2. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

Section 3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 4. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2019-161

**EXPRESSION OF OPPOSITION TO AND
REJECTION OF THE TIER 3 PENSION (ACT 2019-132)**

WHEREAS the Alabama Legislature has given local employers that participate in the Employees' Retirement System of Alabama (RSA) the option of granting Tier 1 pension benefits to its Tier 2 employees upon the Legislature's adoption of Act 2019-132; and

WHEREAS RSA participating employers have until May 8, 2021, to pass a resolution to irrevocably adopt the provisions of Act 2019-132; and

WHEREAS participating employers who have not previously implemented the provisions of Act 2011-676 and who elect to implement the Tier 3 pension must 1) increase Tier 2 employee contributions by 1.5% and 2) adopt a plan to increase its Tier 1 employees by 2.5% such employees receiving no benefit from the Tier 3 pension change; and

WHEREAS the City's pension plan achieved a funded status of 86% in 2007 (following a \$7,000,000 extra cash deposit into the pension trust) and has since declined to 65% (considered "below average") as of September 30, 2018, which included the City's required RSA payments plus an additional \$600,000 in 2017 and 2018 (\$1.2 million total); and

WHEREAS the City's actuarially required total contribution to the pension plan is 23%+ of payroll and has increased at a compound annual growth rate of more than 7% since 2012; and

WHEREAS the City projects, based on a 2019 RSA case study, the City's cost differential between the Tier 1/Tier3 and Tier 2 plans to be \$300,000+ annually to be realized incrementally over the coming 15—20 years and the total cost differential to be more than \$540,000 annually; and

WHEREAS, based on experience, the City Council is deeply concerned that the current 2-tiered pension plan is unsustainable and that replacing the Tier 2 plan with a Tier 3 plan that provides benefits 35% greater than the Tier 2 plan can only worsen the pension plan's financial position;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, the City hereby voices its objection to the provisions of Act 2019-132 and rejects the implementation of the provisions thereof due to the adverse effects on both the funded status of the City's RSA pension plan as well as the untenable required contribution currently in excess of 20% of covered payroll.

APPENDIX 7



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: AL State Code: 070 County: 075 00
Trade Name: FINCH FINE WINES Filing Fee: \$50.00
Applicant: PHOENIX WINES LLC Transfer Fee:
Location Address: 2737 HWY 280 ; SUITE 144 MOUNTAIN BROOK, AL 35223
Mailing Address: 2 20TH ST N ; SUITE 860 BIRMINGHAM, AL 35203
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Type Ownership: LLC

Book, Page, or Document info: 2019023794
Date Incorporated: 03/18/2019 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 03/18/2019 Alabama State Sales Tax ID: R010485477
Federal Tax ID: 84-1944877

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes Sarah Elizabeth Stinebaugh and Edwin Weson Finch III.

Has applicant complied with financial responsibility ABC RR 20-X-5-14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Is there a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Contact Person: SARAH STINEBAUGH Home Phone: 334-590-3339
Business Phone: 205-328-3098 Cell Phone: 334-590-3339
E-mail: SSTINEBAUGH@FHLCAPITAL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant: Previous License Number(s) License 1: License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: S & S ASSOCIATES LLC 205-879-1144
What is lessors primary business? PROPERTY MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1255 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?
Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE 144 IN SHOPPING CENTER



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Initial each

Handwritten initials in boxes for various sections.

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application...
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-629, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Sarah Stinebaugh
Signature of Applicant: [Signature]
Notary Name (print): Valencia Johnson
Notary Signature: [Signature] Commission expires: 11/22/20

Application Taken: App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

BUS SERVICE AGREEMENT
FY 2020

by and between
BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY & the MAX
(BJCTA)

and
CITY OF MOUNTAIN BROOK
relating to providing bus service in Mountain Brook, Alabama

October 1, 2019

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
TRANSIT SERVICES AGREEMENT

This Transit Services Agreement (the Agreement) is by and between the BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY (the BJCTA), a public corporation organized under the laws of the state of Alabama and the CITY OF MOUNTAIN BROOK, ALABAMA (the City), a municipal corporation organized under the laws of the state of Alabama.

Recitals:

WHEREAS, the BJCTA was established by Alabama Legislative Act No. 1971-993 to provide mass public transportation services and repealed by Alabama Legislative Act No. 2013-380 (the Act) to expand and improve mass public transportation services in Jefferson County, Alabama, and

WHEREAS, Alabama Legislative Act No. 2013-380 (the Act) provides that the annual amount to be paid by each municipality which elects to be served by the BJCTA shall be ascertained by multiplying the total projected hours of operation in such municipality for the forthcoming fiscal year, times the cost per hour of operation set forth by the BJCTA, based upon the certified routes and times, and

WHEREAS, the Act provides that the annual amount to be paid by the City shall be certified by the BJCTA to the Jefferson County Tax Collector, its Revenue Commissioner or Director of Revenue; and

WHEREAS, the City elects and requests transit services from the BJCTA in accordance with the Act; and

WHEREAS, the BJCTA desires to provide such transit services to the City.

NOW, THEREFORE, in consideration of the premises, in accordance with Alabama Act 2013-380 and the foregoing recitals, and other good and valuable consideration contained herein, the City and the BJCTA (the Parties) agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise, or another definition is expressly provided in this Agreement:

- Agreement** Shall mean this Bus Service Agreement, as the same may be amended from time to time.
- Bus Service** Shall mean the revenue bus service to be provided by BJCTA in and to the Service Area as set forth in this Agreement.
- Cost of Bus Service** Shall mean the cost incurred by BJCTA to provide the Bus Service, during the period October 1, 2019 through September 30, 2020.
- County** Shall mean Jefferson County.
- ALDOT** Shall mean the Alabama Department of Transportation.
- FTA** Shall mean the Federal Transit Administration.

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any provision of this Agreement. The provisions herein do not limit the City or BJCTA right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as Exhibit "A" is a schedule showing the proposed times, stops and service for the Bus Service. This schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, BJCTA, after discussion with the City, may adjust the schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then BJCTA, in cooperation with the City, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The City agrees to pay the BJCTA \$139,031 for providing transit services for the forthcoming fiscal year beginning October 1, 2019 through September 30, 2020. This sum represents 1,688 service hours of transit services, as requested, at a rate of \$82.26 per hour of operation. This annual amount shall be paid monthly at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15th day of the month.

If the City fails to make any monthly payment by the 15th day of the month as outlined above, the payment shall be deemed past due. Interest at 1.5% per month shall accrue daily on the past due amount, from the past due date until the date paid.

In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, BJCTA will send quarterly invoices and related matters to the City at the following address:

Steven Boone, Asst. City Manager/Finance Director
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

b. In any event, the obligation of BJCTA to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

7. **SECURITY DEPOSIT.** No security deposit is required of the City under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that BJCTA undertakes an advertising program on its buses and that BJCTA also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses with this background:

a. BJCTA will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. BJCTA shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and ALDOT requirements.

9. **BOND.** The City shall not be required to furnish BJCTA with any bond or other collateral conditions for the faithful performance of the duties and due accounting for all monies received from the City under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between BJCTA and the City under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth below and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

BJCTA: Frank T. Martin
Executive Director/Chief Executive Officer
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

Copy: Glenn Dickerson
Director of Finance
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

CITY: The Honorable Stewart H. Welch III, Mayor
City of Mountain Brook
46 Church Street
Mountain Brook, AL 35213

Either party may change the address to which any notices are to be given by so notifying the other party to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. The parties further agree that the exclusive venue and jurisdiction

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Service Area Shall mean the area indicated in Exhibit "A" attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by BJCTA, as set forth and described in paragraph 3 below.

3. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, BJCTA agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of BJCTA is subject to the following:

(a) Federal, state and local regulations applicable to BJCTA including, but not limited to, the rules and regulations promulgated from time to time by ALDOT and/or FTA as applicable to BJCTA;

(b) All conditions beyond the reasonable control of BJCTA including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(c) The changing transportation needs of the City to the extent BJCTA can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by BJCTA, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof October 1, 2019 (the "Commencement Date") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2020 (the "Expiration Date"), which is the funding period for providing the Bus Service as set forth in Exhibit "A" attached hereto.

No later than March 1st of each year, the City shall file a written request for service setting forth the routes and frequency of service requested.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the City or BJCTA may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the City. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the City or BJCTA in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the City written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of

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over any action arising under this Agreement shall be in the courts of Jefferson County, Alabama. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Alabama. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by BJCTA or the City of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of BJCTA, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Local Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No terms or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the City to BJCTA are net, and shall not be reduced based upon any other funding or benefits that BJCTA may receive including, but not limited to, ad valorem taxes, other contributions by the City and any funding that BJCTA receives from the FTA as a part of its overall budget total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making

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proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, BICTA will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of sixty (60) days in order to provide various required public notices.

k. **Capital Requirements (i.e. Buses).** BICTA has generally planned for adequate buses to provide the Bus Service. If, at any time, BICTA experiences a material shortfall or lack of buses to provide the Bus Service, BICTA will immediately discuss with the City such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of BICTA and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve BICTA moving buses from its other public routes. BICTA, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the City is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount received from the city. Thus, for example, if the City should fail to pay the required Payments, BICTA could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by BICTA under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". BICTA is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract as To Employees of BICTA.** BICTA is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. BICTA will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the BICTA Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by in writing and signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to BICTA's operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the BICTA's Executive Director and the approval of the City.

b. Modifications that are anticipated to result in an increase to BICTA's operational cost per revenue hour (see Cost of Bus Service) require the approval of the BICTA's Board of Directors and the City.

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written

Attest:

CITY OF MOUNTAIN BROOK

By CITY OF MOUNTAIN BROOK, MAYOR OR AUTHORIZED OFFICIAL

By Sam S. Martin
(Signature of Authorized Official)

Date: October 28, 2019

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY

By FRANK T. MARTIN
Executive Director/Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by legal counsel for BICTA. This confirmation is not to be relied upon by any person other than BICTA.

FUSTON, FETWAY & FRENCH

By G. Courtney French, Esq., Partner

Central Station	2019 to 11/18/2019			Central Station
	Outbound	Mt. Brook, Westham	Mt. Brook, Westham	
7:00 AM	7:12 AM	7:29 AM	7:55 AM	7:55 AM
7:15 AM	7:27 AM	7:44 AM	8:10 AM	8:10 AM
7:30 AM	7:42 AM	8:00 AM	8:26 AM	8:26 AM
7:45 AM	7:57 AM	8:15 AM	8:41 AM	8:41 AM
8:00 AM	8:12 AM	8:30 AM	8:56 AM	8:56 AM
8:15 AM	8:27 AM	8:45 AM	9:11 AM	9:11 AM
8:30 AM	8:42 AM	9:00 AM	9:26 AM	9:26 AM
8:45 AM	8:57 AM	9:15 AM	9:41 AM	9:41 AM
9:00 AM	9:12 AM	9:30 AM	9:56 AM	9:56 AM
9:15 AM	9:27 AM	9:45 AM	10:11 AM	10:11 AM
9:30 AM	9:42 AM	10:00 AM	10:26 AM	10:26 AM
9:45 AM	9:57 AM	10:15 AM	10:41 AM	10:41 AM
10:00 AM	10:12 AM	10:30 AM	10:56 AM	10:56 AM
10:15 AM	10:27 AM	10:45 AM	11:11 AM	11:11 AM
10:30 AM	10:42 AM	11:00 AM	11:26 AM	11:26 AM
10:45 AM	10:57 AM	11:15 AM	11:41 AM	11:41 AM
11:00 AM	11:12 AM	11:30 AM	11:56 AM	11:56 AM
11:15 AM	11:27 AM	11:45 AM	12:11 AM	12:11 AM
11:30 AM	11:42 AM	12:00 AM	12:26 AM	12:26 AM
11:45 AM	11:57 AM	12:15 AM	12:41 AM	12:41 AM
12:00 AM	12:12 AM	12:30 AM	12:56 AM	12:56 AM
12:15 AM	12:27 AM	12:45 AM	1:11 AM	1:11 AM
12:30 AM	12:42 AM	1:00 AM	1:26 AM	1:26 AM
12:45 AM	12:57 AM	1:15 AM	1:41 AM	1:41 AM
1:00 AM	1:12 AM	1:30 AM	1:56 AM	1:56 AM
1:15 AM	1:27 AM	1:45 AM	2:11 AM	2:11 AM
1:30 AM	1:42 AM	1:60 AM	2:26 AM	2:26 AM
1:45 AM	1:57 AM	2:15 AM	2:41 AM	2:41 AM
2:00 AM	2:12 AM	2:30 AM	2:56 AM	2:56 AM
2:15 AM	2:27 AM	2:45 AM	3:11 AM	3:11 AM
2:30 AM	2:42 AM	3:00 AM	3:26 AM	3:26 AM
2:45 AM	2:57 AM	3:15 AM	3:41 AM	3:41 AM
3:00 AM	3:12 AM	3:30 AM	3:56 AM	3:56 AM
3:15 AM	3:27 AM	3:45 AM	4:11 AM	4:11 AM
3:30 AM	3:42 AM	4:00 AM	4:26 AM	4:26 AM
3:45 AM	3:57 AM	4:15 AM	4:41 AM	4:41 AM
4:00 AM	4:12 AM	4:30 AM	4:56 AM	4:56 AM
4:15 AM	4:27 AM	4:45 AM	5:11 AM	5:11 AM
4:30 AM	4:42 AM	5:00 AM	5:26 AM	5:26 AM
4:45 AM	4:57 AM	5:15 AM	5:41 AM	5:41 AM
5:00 AM	5:12 AM	5:30 AM	5:56 AM	5:56 AM
5:15 AM	5:27 AM	5:45 AM	6:11 AM	6:11 AM
5:30 AM	5:42 AM	6:00 AM	6:26 AM	6:26 AM
5:45 AM	5:57 AM	6:15 AM	6:41 AM	6:41 AM
6:00 AM	6:12 AM	6:30 AM	6:56 AM	6:56 AM
6:15 AM	6:27 AM	6:45 AM	7:11 AM	7:11 AM
6:30 AM	6:42 AM	7:00 AM	7:26 AM	7:26 AM
6:45 AM	6:57 AM	7:15 AM	7:41 AM	7:41 AM
7:00 AM	7:12 AM	7:30 AM	7:56 AM	7:56 AM
7:15 AM	7:27 AM	7:45 AM	8:11 AM	8:11 AM
7:30 AM	7:42 AM	8:00 AM	8:26 AM	8:26 AM
7:45 AM	7:57 AM	8:15 AM	8:41 AM	8:41 AM
8:00 AM	8:12 AM	8:30 AM	8:56 AM	8:56 AM
8:15 AM	8:27 AM	8:45 AM	9:11 AM	9:11 AM
8:30 AM	8:42 AM	9:00 AM	9:26 AM	9:26 AM
8:45 AM	8:57 AM	9:15 AM	9:41 AM	9:41 AM
9:00 AM	9:12 AM	9:30 AM	9:56 AM	9:56 AM
9:15 AM	9:27 AM	9:45 AM	10:11 AM	10:11 AM
9:30 AM	9:42 AM	10:00 AM	10:26 AM	10:26 AM
9:45 AM	9:57 AM	10:15 AM	10:41 AM	10:41 AM
10:00 AM	10:12 AM	10:30 AM	10:56 AM	10:56 AM
10:15 AM	10:27 AM	10:45 AM	11:11 AM	11:11 AM
10:30 AM	10:42 AM	11:00 AM	11:26 AM	11:26 AM
10:45 AM	10:57 AM	11:15 AM	11:41 AM	11:41 AM
11:00 AM	11:12 AM	11:30 AM	11:56 AM	11:56 AM
11:15 AM	11:27 AM	11:45 AM	12:11 AM	12:11 AM
11:30 AM	11:42 AM	12:00 AM	12:26 AM	12:26 AM
11:45 AM	11:57 AM	12:15 AM	12:41 AM	12:41 AM
12:00 AM	12:12 AM	12:30 AM	12:56 AM	12:56 AM
12:15 AM	12:27 AM	12:45 AM	1:11 AM	1:11 AM
12:30 AM	12:42 AM	1:00 AM	1:26 AM	1:26 AM
12:45 AM	12:57 AM	1:15 AM	1:41 AM	1:41 AM
1:00 AM	1:12 AM	1:30 AM	1:56 AM	1:56 AM
1:15 AM	1:27 AM	1:45 AM	2:11 AM	2:11 AM
1:30 AM	1:42 AM	2:00 AM	2:26 AM	2:26 AM
1:45 AM	1:57 AM	2:15 AM	2:41 AM	2:41 AM
2:00 AM	2:12 AM	2:30 AM	2:56 AM	2:56 AM
2:15 AM	2:27 AM	2:45 AM	3:11 AM	3:11 AM
2:30 AM	2:42 AM	3:00 AM	3:26 AM	3:26 AM
2:45 AM	2:57 AM	3:15 AM	3:41 AM	3:41 AM
3:00 AM	3:12 AM	3:30 AM	3:56 AM	3:56 AM
3:15 AM	3:27 AM	3:45 AM	4:11 AM	4:11 AM
3:30 AM	3:42 AM	4:00 AM	4:26 AM	4:26 AM
3:45 AM	3:57 AM	4:15 AM	4:41 AM	4:41 AM
4:00 AM	4:12 AM	4:30 AM	4:56 AM	4:56 AM
4:15 AM	4:27 AM	4:45 AM	5:11 AM	5:11 AM
4:30 AM	4:42 AM	5:00 AM	5:26 AM	5:26 AM
4:45 AM	4:57 AM	5:15 AM	5:41 AM	5:41 AM
5:00 AM	5:12 AM	5:30 AM	5:56 AM	5:56 AM
5:15 AM	5:27 AM	5:45 AM	6:11 AM	6:11 AM
5:30 AM	5:42 AM	6:00 AM	6:26 AM	6:26 AM
5:45 AM	5:57 AM	6:15 AM	6:41 AM	6:41 AM
6:00 AM	6:12 AM	6:30 AM	6:56 AM	6:56 AM
6:15 AM	6:27 AM	6:45 AM	7:11 AM	7:11 AM
6:30 AM	6:42 AM	7:00 AM	7:26 AM	7:26 AM
6:45 AM	6:57 AM	7:15 AM	7:41 AM	7:41 AM
7:00 AM	7:12 AM	7:30 AM	7:56 AM	7:56 AM
7:15 AM	7:27 AM	7:45 AM	8:11 AM	8:11 AM
7:30 AM	7:42 AM	8:00 AM	8:26 AM	8:26 AM
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10:15 AM	10:27 AM	10:45 AM	11:11 AM	11:11 AM
10:30 AM	10:42 AM	11:00 AM	11:26 AM	11:26 AM
10:45 AM	10:57 AM	11:15 AM	11:41 AM	11:41 AM
11:00 AM	11:12 AM	11:30 AM	11:56 AM	11:56 AM
11:15 AM	11:27 AM	11:45 AM	12:11 AM	12:11 AM
11:30 AM	11:42 AM	12:00 AM	12:26 AM	12:26 AM
11:45 AM	11:57 AM	12:15 AM	12:41 AM	12:41 AM
12:00 AM	12:12 AM	12:30 AM	12:56 AM	12:56 AM
12:15 AM	12:27 AM	12:45 AM	1:11 AM	1:11 AM
12:30 AM	12:42 AM	1:00 AM	1:26 AM	1:26 AM
12:45 AM	12:57 AM	1:15 AM	1:41 AM	1:41 AM
1:00 AM	1:12 AM	1:30 AM	1:56 AM	1:56 AM
1:15 AM	1:27 AM	1:45 AM	2:11 AM	2:11 AM
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6:45 AM	6:57 AM	7:15 AM	7:41 AM	7:41 AM
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9:00 AM	9:12 AM	9:30 AM	9:56 AM	9:56 AM
9:15 AM	9:27 AM	9:45 AM	10:11 AM	10:11 AM
9:30 AM	9:42 AM	10:00 AM	10:26 AM	10:26 AM
9:45 AM	9:57 AM	10:15 AM	10:41 AM	10:41 AM
10:00 AM	10:12 AM	10:30 AM	10:56 AM	10:56 AM
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City of Mountain Brook
Contract for Employee Engagement Survey and Training
October 18, 2019

2019-160

City of Mountain Brook
Contract Cost Summary
October 15, 2019

Scope of work.

This contract is submitted by Strengths Consulting, Inc. for a City-Wide Employee Engagement Survey and related manager training. It includes the actual cost for the survey, survey set up, administration and results review for up to 210 employees, and up to four (all sessions will be the same material) 3.5-hour training workshops for managers and supervisors. The survey will be reviewed and approved by the City prior to being administered. Because research has shown that managers are 70% responsible for their team engagement, it is very important for all leaders and managers, particularly front-line managers to attend one of the training workshops. To ensure effectiveness, each workshop should have no more than 10 participants. The workshops are designed to help participants learn more about the 12 elements of engagement and to discuss and develop strategies for increasing engagement in their work group. Optional Quarterly follow-ups with managers are highly recommended and might be a mix of one on one and group meetings with leaders and managers. Engagement is an ongoing process and providing added accountability and training throughout the year will better position your managers to be successful. This training can be targeted to individual work groups depending on their situation. Costs per quarter could range from \$2,000 to \$4000. It is important to note that this survey process should be repeated annually to build on this initial training and to track progress.

About Strengths Consulting, Inc.

Strengths Consulting was founded by Katherine Houston, Gallup Certified Strengths Coach. Katherine has a passion for organizational excellence, 30+ years of leadership and management experience, and proven track records of leading successful teams. At Strengths Consulting we believe that everyone deserves a great place to work. We also believe that any workplace can be great. Trained and certified by Gallup, the world's leading research-based performance management company, and informed with real-world perspectives, we leverage proven methods to provide a roadmap for understanding and unlocking the full potential of people, teams, and organizations, resulting in accelerated performance and improved key business outcomes including productivity, profitability, customer satisfaction, quality, absenteeism, turnover, safety, and patient satisfaction.

Why measure and monitor engagement?

The importance of employee engagement can't be overstated - employee engagement strategies have been proven to reduce staff turnover, improve productivity and efficiency, retain customers at a higher rate, and make more profits. Most importantly, engaged employees are happier, both at work and in their lives. Old methods of management no longer work. In the United States, only 35% of employees are engaged at work. The remaining 65% represent a tremendous amount of untapped potential that organizations are already paying for. The chances are good that the City of Mountain Brook currently has much higher than 35% engagement which makes it a great time to get a baseline measurement.

Strengths Consulting LLC - 2900 Cahaba Road, Ste 3-G, Mountain Brook, AL - 205-209-2111

GALLUP Q12 CODES FOR A STAND ALONE SURVEY

210 EMPLOYEES @ *\$15 \$3,150

SUPPORT AND TRAINING BASED ON # OF EMPLOYEES

SURVEY SETUP & ADMINISTRATION
RESULTS REVIEW - UP TO 8 HRS @ \$50 \$10,500
ENGAGEMENT TRAINING WORKSHOPS***
(4) 20 RESOURCE KITS FOR MANAGERS

***3.5 hour workshop up to 10 people -Managers & Supervisors

Subtotal \$13,650

OTHER POTENTIAL OUT OF POCKET COSTS:

MISCELLANEOUS SUPPLIES, RESOURCES..... TBD est \$250-\$750

OPTIONAL but STRONGLY RECOMMENDED:
QUARTERLY FOLLOW UP (8-16 HRS @ \$200) \$2,000 - \$4,000

CONSULTING OUTSIDE THE SCOPE ABOVE: \$200/Hr

* GALLUP PRICING SUBJECT TO CHANGE

** COST PER PERSON VARIES ON GROUP SIZE

Strengths Consulting LLC - 2900 Cahaba Road, Ste 3-G, Mountain Brook, AL - 205-209-2111

CONTRACT TERMS AND CONDITIONS:

PRICING

- Pricing is all-inclusive for consultants and materials as broken down within Contract Cost Summary. Q12 surveys, CliftonStrengths codes and Materials are included only as noted in the proposal. All travel expenses and materials shipping costs are reimbursable by the client.

Client Initial

CANCELLATION OR RESCHEDULING

- If your organization cancels the survey after the Q12 codes have been purchased, Strengths Consulting will be compensated in full this purchase and any other related materials and time spent consulting.
- Strengths Consulting Inc. personnel will meet with Client prior and post the survey to set up, administer, and review results and to determine the training schedule. At any point of cancellation, time invested within the scope of this agreement will be reimbursed at the Consulting rate set forth on the Contract Cost Summary along with any other out-of-pocket costs.

Client Initial

SCOPE CHANGES

- If the scope of work changes, Strengths Consulting will obtain written verification of approval from the client, including but not limited to email communications, prior to schedule/delivery of services or materials. At the conclusion of the contract, these additions will be billed to the client, which eschews the need for individual change orders throughout the contract. Client understands that approval of additional materials/services will carry an additional cost.
- Rates for changes will be reflective of Contract Cost Summary. If scope requested is not reflected on the Contract Cost Summary, Strengths Consulting will provide pricing for the services and materials requested for approval prior to scope being completed.

Client Initial

INDEMNIFICATION

- Client agrees to defend and indemnify Strengths Consulting Inc. and all its agents against any use of Q12, CliftonStrengths, or any other Gallup intellectual property by the Client which violates Gallup's terms of use or other protections.

Client Initial

Strengths Consulting LLC - 2900 Cahaba Road, Ste 3-G, Mountain Brook, AL - 205-209-2111

NON-DISCLOSURE

- This contract, including any addendums/attachments and any other materials received by the client throughout the course of delivering this contract may include confidential or proprietary information, and may be used only by the person or entity to which it is addressed. By initiating below, the Client agrees not to disseminate, distribute or copy any portion of this contract or other materials without prior permission from Strengths Consulting.
- In return, Strengths Consulting Inc acknowledges that this contract, including any addendums and attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. Therefore, by signing this contract, Strengths Consulting Inc agrees not to disseminate, distribute or copy any portion of this contract or any other proprietary information without prior permission from client.

SSC Client Initial

GENERAL PAYMENT TERMS

- Strengths Consulting requires retainer upon signing of contract.
- Checks are to be made out to Strengths Consulting Inc.
- NET 15 will be used for all invoices submitted by Strengths Consulting.

SSC Client Initial

PAYMENT PLAN:

- \$2,500 Retainer to be billed once this contract is signed.
- Cost of Q12 Codes, approximately \$3,150 to be paid prior to code purchase.
- \$2,000 upon the completion of each workshop with the remaining due once all workshops are complete.

CONCLUSION:

I am authorized to approve the execution of this contract and hereby agree to the terms of this contract. Service will begin upon the signing of this contract.

Client Signature: Jam S. Gaston

Print Client Name/Title: SAM S. GASTON, City Manager

Date: October 28, 2019

Katherine Houston October 18, 2019

Katherine Houston - Strengths Consulting Inc. Date

Strengths Consulting LLC - 2900 Cahaba Road, Ste 3-G, Mountain Brook, AL - 205-209-2111

Sam Gaston

From: Sam Gaston
Sent: Tuesday, October 15, 2019 11:41 AM
To: VIRGINIA C SMITH; Billy Pritchard; stewart@weichgroup.com; 'Alice Wornack'; Lloyd Shelton; (kag@borlandps.com); Phil Black (PBlack@borlandps.com)
Cc: Ronnie Vaughn (vaughn@mtbrook.org); James Gray; Steve Boone
Subject: Caldwell Mill Road Bridge Project

We met with Gresham Smith Partners today about this project. We had a much bigger turnout and response from residents on this bridge than the other two. They all seemed to want stone guardrails rather than the rusty metal guardrails. Gresham Smith will be at our October 23rd pre-meeting to discuss some options for us to consider. They plan to have a cost estimate for both versions of the bridge design mentioned above. The good news about the stone guardrails is that the bridge may not have to be so wide which would be some costs saving toward the more expensive stone guardrails. Also, they will have some options of form-lined stone versus stacked moss rock. In addition, ALDOT has a new grant program, Rebuild Alabama, and there are grants of \$250,000 available and the application is due November 30th with the awarding of the grants announced in late January. Gresham Smith will be researching these grants to see if it will be feasible for us to apply, since this bridge is being funded entirely with City monies. Supposedly this is a fast-track program with little oversight by ALDOT and we have most of the plans already prepared, plus did a comprehensive study of our bridges using an APPLE grant to justify the work we plan to do on three bridges in 2020-2021.

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



October 26, 2019

Mr. Sam Gaston, City Manager
City of Mountain Brook
56 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 shows 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 reduced to 36' wide (perpendicular to the road), which will result in some cost savings for the Conspan concrete arch structure itself. In working with Contact, we are proposing to incorporate concrete bridge railings into the top of 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.

Table with 2 columns: Description and Amount. Items include: Additional engineering fees for roadway and bridge plan revision and design & details for stacked stone bridge railings (\$3,000); Addition of rusticated 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 42 to 36 (\$12,000); Delete rustic guardrails across bridge (\$5,150); Add curbside and on-site at ends of concrete bridge railings (\$12,000); Total (\$58,250)

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

Sincerely,

Blair Perry, P.E. (Signature)

Blair Perry, P.E.
Principal Project Manager

BCP/vm

Copy: Ronnie Vaughn - City of Mountain Brook

Gresham Smith

Mr. Sam Gaston
October 25, 2019
Page 1 of 2

1180

Minute Book 90

2019-162



October 24, 2019

Mr. Sam Gaston, City Manager
City of Mountain Brook
56 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. 42480.00

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/easement acquisition efforts will be intensive, ALDOT recommends not applying for the grant until property is acquired, due to the time limitation 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
205.998.8300
GreshamSmith.com



Mr. Sam Gaston
October 24, 2019
Page 1 of 2

- 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 exceed the needs of the City's bridges and bridge 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 condition and current condition of the existing bridge. The existing bridge is 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 the project, should be awarded under the grant selection committee.

If the City submitted and were awarded the maximum \$250,000 grant amount, this would cover approximately 35% - 40% of the total estimated construction cost of the project. If the City instead is able to fund the grant, it could delay the start of construction on its own terms, 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 provides a lump sum fee of \$1,500 to prepare the grant application for the City. That fee includes preparing the necessary application as well as applying without strings attached. Each project activity is attached to the application. Once the application is approved, the City is able to obtain the project or meet with affected property owners to obtain property owners' letters of support. The above fee also includes the time to submit these letters of support. If the City would like our assistance with creating or meeting with affected property owners to obtain letters of support, we propose to submit all hourly fees using the hourly rate schedule below.

Hourly Rate Schedule table with columns: Staff Classification, Hourly Billing Rate, Project Invoicing, and Project Expenses. Rates range from \$100.00 to \$200.00.

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

Sincerely,

Blair Perry, P.E. (Signature)

Blair Perry, P.E.
Principal Project Manager

BCP/vm

Rebuild Alabama Act Annual Grant Program
Rebuild Alabama Act Annual Grant Program Application Fiscal Year 2020
Rebuild Alabama Act Annual Grant Program (FAQ)

Gresham Smith

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.

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.

**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 narrative/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
1499 Coliseum Boulevard
Room 110
Montgomery, AL 36110

**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 overrun 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.

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 ALDOT). 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 website: <https://www.dot.state.al.us/raa/program>

Who will select projects for funding? Applicants will be accepted, reviewed, and awarded by ALDOT 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.



Janet Forbes <forbesj@mtnbrook.org>

Fwd: Jemison Park Bridge Reforestation

1 message

Sam Gaston <sgastons@mtnbrook.org> Mon, Oct 21, 2019 at 10:08 AM
To: Steve Boone <bboones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

Information attached for the Jemison Park relandscaping item on the pre-meeting

Sent from my iPhone
Sam Gaston

Begin forwarded message:

From: Nimrod Long <nimrod@nimrodlong.com>
Date: October 21, 2019 at 9:37:22 AM CDT
To: Sam Gaston <sgastons@mtnbrook.org>, Simeon Johnson <simeonjohnson@msn.com>, Shanda Williams <williamsash@mtnbrook.org>, Virginia Smith <wood967@aol.com>
Cc: John Wilson <jwilson@golightflyla.com>, Stewart Welch <Stewart@welchgroup.com>
Subject: Fwd: Jemison Park Bridge Reforestation

Here is the proposal from Landscape Services. Funds to cover expenses will come from the Mayor and Friends. Contract will be with the City.
Thanks,
Nim

Nimrod W.E. Long III
FASLA

Nimrod Long and Associates
Land Planners | Landscape Architects | Urban Designers
880 Montclair Road, Suite 235
Birmingham, AL 35213
205-323-6072 Voice
205-910-9730 Cell

Begin forwarded message:

From: Brylyn Slump <bstump@lsialabama.com>
Date: October 21, 2019 at 7:53:31 AM CDT
To: Nimrod Long <nimrod@nimrodlong.com>
Cc: Will Newton <wnewton@lsialabama.com>
Subject: Jemison Park Bridge Reforestation

Nimrod,

Good morning. Please see attached estimate for the work we discussed last week for the bridge at Jemison Park. If you have any questions please let us know.

Thank you,

<https://mail.google.com/mail/u/0/?ik=6a54256038&view=pt&search=all&permthid=thread-f%3A1648016003819322099&siml=msg-f%3A16480160038...> 1/2

Brylyn Slump
Landscape Services, Inc.
4614 Hwy 280 East
Birmingham, AL 35242
Phone: 205.991.9384

2 attachments

noname.html
1K

JemisonParkBridgeReforestationRevised.OCT2019.pdf
68K

<https://mail.google.com/mail/u/0/?ik=6a54256038&view=pt&search=all&permthid=thread-f%3A1648016003819322099&siml=msg-f%3A16480160038...> 2/2



Landscape Services, Inc.

(205) 991-9384

POST OFFICE BOX 43363
BIRMINGHAM, AL 35243

10/21/2019

Friends of Jemison Park
P.O. Box 530813
Mountain Brook, AL

EXHIBIT A

Re: Jemison Park Bridge Reforestation Project

ESTIMATE

Stone Work				
1	Installation Of Boulders	Lump Sum		\$14,310.00
	<i>Boulder Materials Selected By LSI and Supplied By Others</i>		Subtotal	\$14,310.00
Grading & Drainage				
1	Grading & Backfill	Lump Sum		\$7,200.00
100	18" Corrugated PVC Pipe <i>Topsoil Supplied by Others</i>	In ft	\$37.56	\$3,756.00
2	24" x 24" Inlet w/ Dome Grate	ea	\$715.00	\$1,430.00
1	Firings	Lump Sum		\$300.00
			Subtotal	\$12,686.00
Reforestation:				
1	Seed & Straw Unarbed Area	Lump Sum		\$3,004.00
			Subtotal	\$3,004.00
	Total Project			\$30,000.00

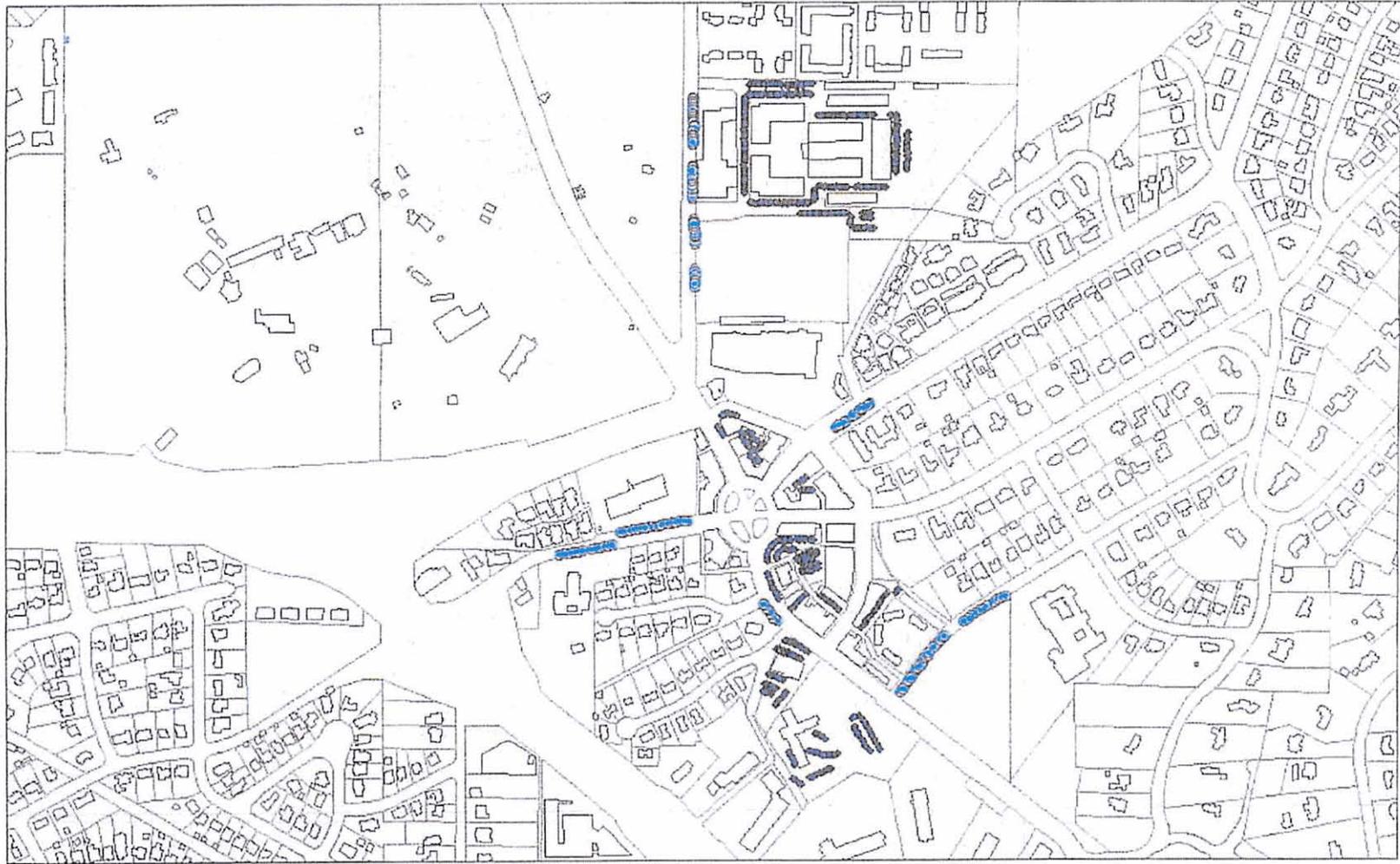
Mountain Brook Village

Legend

- All day MBV **EMPLOYEE PARKING ALLOWED**
- Private MBV w LP no OP

Total All Day Spaces: 162
 Private Spaces (none include Office Park):
 Including Village Dermatology and Lane Parke: 578
 Including Village Dermatology, not including Lane Parke: 294

465 Spaces for employees needed total.



2060



CITY OF MOUNTAIN BROOK
 P. O. Box 130009
 Mountain Brook, Alabama 35213-0009
 Telephone: 205.802.2400
 www.mtnbrook.org

To: The members of the City Council, Mayor, and City Manager of the City of Mountain Brook, Alabama

From: Steven Boone, Finance Director

Subject: Commentary and analysis of the provisions of Act 2019-132, Election to provide Tier 1 benefits to Tier 2 plan members

Date: October 25, 2019

Relevant legislation

- Act 2004-637 Hazardous Duty addendum: The pension benefit for fire/law enforcement/corrections officers (FLC) increased 20% by granting such employee 6 years of service credit for every 5 years (or portion thereof) worked. Upon adoption, FLC employees were 1) given the option of purchasing their prior service credit and 2) required to increase their contributions to 6% of covered payroll (formerly 5%).
- Act 2011-676: Addendum that shifts a portion of the pension cost from the employer to employees by increasing the employee contributions to 7.5% (civilians) and 8.5% (FLC). Employers who implemented this addendum realized a savings of approximately 2.5% of covered payroll by virtue of the employees' increased contributions of 2.5%. According to RSA, approximately 80 agencies out of 847 have implemented the provisions of this act.
- Act 2012-377: Established a new pension plan for anyone hired on or after January 1, 2013. The new "Tier 2" plan includes the following changes compared to the old "Tier 1" plan:

Description	Tier 1	Tier 2
Benefit expressed as a % of defined salary	2.0125%	1.65%
Hazardous duty addendum	FLC employees credited with 6 years of service for every 5 years (or portion thereof) worked	Not applicable
Minimum age to retire	Any age with 25 years of service or age 60 with 10 years' service	62 civilians or 56 (FLC) with at least 10 years of service
Service credit for sick leave	Allowed if authorized by employer	Not allowed
Overtime	Limited to 20% of base salary	Limited to 25% of base salary

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- Act 2019-132: Allows employers the option of providing Tier 1 benefits to Tier 2 employees. Once made, the election is irrevocable. Employers have until May 8, 2021, to make the election. If implemented, employees must contribute 7.5% (civilian) and 8.5% (FLC) of covered payroll to the pension plan (a 1.5% increase over their current contributions). Employers must also present a plan to RSA to transition their Tier 1 employees to the increased contribution rates (a 2.5% increase over their current contributions).

Financial impact analysis of Act 2019-132

RSA commissioned its actuaries to prepare an analysis of the impact of the implementation of Act 2019-132 for each participating employer such as case studies for the City (2460 EMTB), Park Board (4792 EMBP) and Library (4791 EMBL) are attached hereto.

The City's combined case studies reflect an estimated increase in the unfunded actuarial accrued liability (UAAL) as of September 30, 2018, in the amount of \$333,756 representing the retroactive service credit for Tier 2 employees from the earlier of their date of hire or January 1, 2013. This increase in the City's UAAL shall be paid off over a 15-year period by way of increasing the City's pension contribution.

In addition to the increase in the UAAL and annual costs related thereto, participating employer's shall experience a perpetual increase in the total contribution required for the pension trust reflecting the increased pension benefit attributable to the adoption of Act 2019-132 by virtue of 1) the 22%+ benefit increase to 2.0125% from 1.65% of wages plus 2) the additional 20% increase in the FLC pension benefit resulting from the hazardous duty service credit (i.e., 6 years credit for 5 years of service).

Below is a summary of the results of the City's RSA case study:

	Increase in UAAL at 9/30/2018	Weighted Average Increase in City Match	9/30/2018 Pension Wages	Increased Employer Cost
UAAL past service T1 + T2	\$333,756	0.198% ⁽¹⁾	\$15,346,192	\$30,523
Future service T2 only		0.195% ⁽²⁾	2,548,309	49,734
	<u>\$334,756</u>			<u>\$80,257</u> Year 1

⁽¹⁾ 0.18% City, 0.34% Park Board, 0.22% Library
⁽²⁾ 1.92% City, 3.71% Park Board, 0.60% Library

The City of Mountain Brook estimates its Tier 3 (formerly Tier 2) pension benefit paid to its retirees from the pension trust will increase by 35%+ over the Tier 2 benefit based on the current mix of FLC employees to total employees which will in turn result in constant upward (and likely increasing pressure) on 1) the UAAL which was last reported on September 30, 2018, at \$30.1 million and 2) annual required contributions as illustrated below all effective October 1, 2019:

2019-161

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October 25, 2019
Page 3

Unit	Tier 1	Tier 2	Weighted Average
2460 EMTB City	15.64%	14.44%	15.50%
4792 EMBP Park Board	3.72%	2.46%	3.45%
4791 Library	2.99%	2.43%	2.90%
Weighted Average			13.69%

The City's projected ongoing increase in the annual required contribution resulting from the increased pension benefit provided in Act 2019-132 is \$300,000+ based on the attached RSA case studies as determined below:

Unit	Tier 2 Normal Cost Increase	Sept. 2019 Pension Wages	Annual Cost ⁽¹⁾
2460 City	1.92%	\$13,703,353	\$263,104
4792 Parks	3.71%	732,217	27,165
4791 Library	0.60%	1,625,954	9,756
	1.87%	\$16,061,524	\$300,025

⁽¹⁾ The annual cost increase will not be incurred in any one year but rather incrementally over time and represents the difference between the Tier 3 costs compared to what the cost would have been for a Tier 2 employee.

City's strategies to address its pension concerns

The City Council has been concerned for many years about the sustainability of the RSA pension plan. To address these concerns the City has implemented the following strategies/policies:

1. The City has contributed substantial sums of cash over the actuarially determined annual required contributions (\$2 million in 2001, \$7 million in 2007, \$300,000 in 2008, \$600,000 in 2017, \$610,000 in 2018, and \$638,000 in 2019; and \$640,000 budgeted for 2020)
2. The City adopted the provisions of Act 2011-676 effective October 1, 2011 (Resolution No. 2011-149)
3. The City formally established a policy of declining future one-time lump and cost-of-living adjustments for retirees until the City's unfunded pension liability has improved to a 90% funded status and the City's matching contribution has stabilized (Resolution No. 2017-094)

In spite of these policies/strategies, the City has experienced continued growth in the unfunded pension liability and increases in the annual employer pension costs. Adoption of the provisions of Act 2019-132 will diminish the effectiveness of the City's plans.

Equity issues inherent in Act 2019-132

1. Tier 3 employees will receive retroactive hazardous duty credit. [Note: FLC employees were required to purchase their hazardous duty credit when the hazardous duty amendment was imposed on participating agencies by the Alabama Legislature back in 2004.]
2. The fact that participating employers who have previously adopted the provisions of Act 2011-676 (presumably in an attempt to address their sustainability concerns) must bear 100% of the

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increased cost of the Act 2019-132 change.

3. The imposition of the 2.5% increase in Tier 1 employee contributions for participating employers who have not previously implemented Act 2011-676 when such Tier 1 employees receive no benefit from the adoption of Act 2019-132.
4. The greater required Tier 3 employee pension contribution in relation their Tier 1 coworkers of participating employers who have not previously adopted Act 2011-676 and that do not implement their Act 2019-132 plan to do so.
5. The introduction of unnecessary competition for personnel and increased difficulty in employee recruitment and retention that will inevitably result for those participating employers who may not be able to afford or cannot justify the increased pension costs associated with the adoption of Act 2019-132.

The information below only applies to cities who have not previously increased their Tier 1 employee withholdings pursuant to Act 2011-676.

Illustration of Case Study Results for Employer Who Has Not Implemented Act 2011-676

	Employer		Employee		Total		
	T1	T2	T1	T2	T1	T2	Combined
8/20/2021	18.52%	15.66%	5.00%	6.00%	23.52%	21.66%	23.08%
Act 2019-132							
T3 UAAL	0.18%	0.18%	0%	0%	0.18%	0.18%	0.18%
T1 Employee	(2.50%)		2.50%		0%	0%	0%
T2 Employee	0%	0.42%	0%	1.50%	0%	1.92%	0.48%
Subtotal	(2.32%)	0.60%	2.50%	1.50%	0.18%	2.10%	0.68%
Total	16.20%	16.26%	7.50%	7.50%	23.70%	23.76%	23.72%

Year	City T1 Match
2011	9.96%
2012	8.42% includes 2.5% reduction/cost passed on to employees
2013	9.65%
2014	11.70%
2015	12.39%
2016	12.65%
2017	13.30%
2018	13.30%
2019	15.47%
2020	15.64%
2021	16.02%

For cities who have not already implemented Act 2011-676 (i.e., increased T1 withholdings to 7.5% and 8.5%), the analysis of the RSA case study is different than the Mountain Brook analysis. The chart above assumes the Mountain Brook fiscal year 2021 pension contribution rates minus the effects of the 2.50% cost shift from City to employee Mountain Brook implemented in 2012. The rates provided in the RSA case study have been applied to the resulting pension contribution rates to estimate the adjusted pension contribution rates.

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As illustrated above, it is conceivable that an employer could actually experience a pension contribution reduction by implementing the Tier 3 pension change due to the increase of T1 employee contributions. For this situation, bear in mind that the 2.50% cost shift does not impact the total contribution to the pension plan so effectively this change, while it reduces the employer's cost, does nothing to improve the funded status of the pension plan.

Employers should first determine whether their pension plan funded status is improving, holding steady or deteriorating. The implementation of the Tier 3 pension cannot improve a plans funded status and can only increase (likely at an increasing rate) the total required contribution. Any cost savings the employer may realize by increasing T1 employee contributions is temporary as illustrated in the City's T1 matching contributions since 2012 and will certainly diminish completely once all Tier 1 employees have retired.

10/14/2019 ACT 2019-132 ELECTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS | The Retirement Systems of Ada, Inc.

MEMBER LOG IN EMPLOYERS

MENU

877.517.0020 CONTACT

EMPLOYERS > ERS > ACT 2019-132



ACT 2019-132 ELECTION TO PROVIDE TIER I BENEFITS TO TIER II PLAN MEMBERS

EMPLOYERS

- TRS
- ERS
 - Act 2019-132
 - PEEHIP
 - Employers Financial Reports
 - Calculators
 - Request a Group
 - Presentation
 - Employer Services

CALCULATORS
HOTEL DISCOUNTS
HSR WFR & RFD

Act 2019-132 allows local employers that participate in the Employees' Retirement System (ERS) to provide Tier I retirement benefits to their Tier II members. Those Tier II members will pay member contribution rates of 7.5% for regular employees and 8.5% for firefighters and law enforcement officers. The local employers will pay an increased employer contribution rate, as calculated by RSA's actuaries. Actuarial estimates of the increased employer cost for electing to provide Tier I benefits to Tier II members have been posted in the Employer Self-Service (ESS) portal.

1/1

Local employers may elect to provide Tier I benefits to their Tier II employees by adopting a resolution and submitting such resolution to the ERS. Under the Act, local employers have until May 8, 2021, to do so.

The Act also requires that local employers that have not raised the Tier I member contribution rates from 5% to 7.5% for regular employees and from 6% to 8.5% for firefighters and law enforcement officers as provided in Act 2011-676 **must submit a plan to the ERS for raising those rates before they will be allowed to make an election to provide Tier I benefits to Tier II members.**

To make an election, submit your resolution and plan (if you have not increased rates under Act 2011-676) to the attention of the Employees' Retirement System, 201 S. Union St., Montgomery, AL 36104. If approved, elections will become effective October 1, 2020.

- Act 2019-132 ERS Board Policy
- Sample Tier I Election Resolution - Employer Has Not Increased Tier I Rates Per Act 2011-676

- Sample Tier I Election Resolution - Employer Has Increased Tier I Member Rates Per Act 2011-676
- Employer Plan to Increase Tier I Member Contribution Rates Form

Can we help you find something?

Also check our FREQUENTLY ASKED QUESTIONS

Still don't find what you're looking for? ASK US!



Act 2019-132 Analysis

2460 EMTB Mountain Brook City of

The attached tables show the estimated impact of Act 2019-132 and optional election to increase Tier 1 member contribution rates of the above employer based on the September 30, 2018 actuarial valuation.

Item 1) shows the estimated increase in the Unfunded Actuarial Accrued Liability (UAAL) if the election is made to convert Tier 2 benefits as provided in Act 2019-132. Item 1) also shows the estimated UAAL amortization payment and the increase in the UAAL contribution rate for all members that would be in effect beginning 10/1/2020 - 9/30/2021 (FY 2021).

- The additional UAAL will be amortized over a closed 15-year period as a percentage of total payroll. This increase is due to the years of service of the Tier 2 members as of September 30, 2018 that will be converted to Tier 1 service.
- Please note that the amount shown as the increase in the UAAL and the corresponding increase in the employer contribution rate is expected to increase a greater amount until an election is made, due to service earned after September 30, 2018. At the time the unit elects the change, the increase in the UAAL will be measured and the increase in the UAAL rate will be amortized over a closed 15-year period as a percentage of total payroll.

Item 2) shows the estimated impact of Act 2019-132 on the normal cost rate that would be required for current Tier 2 members to fund the ongoing cost of the additional benefits that will be accruing if the benefit structure is changed.

Item 3) shows the estimated total impact on contributions and contribution rates for the election under Act 2019-132.

Items 4), 5), and 6) show the estimated impact of the unit opting to increase the member contribution rates under Act 2011-676 for current Tier 1 members from 5% for Non-FLC members and 6% for FLC members, to 7.50% for Non-FLC members and 8.5% for FLC members.

Item 7) shows a summary of the overall impact of electing Act 2019-132 and Act 2011-676 based on the September 30, 2018 valuation. Over time, as current Tier 1 members leave service and are replaced with members that would be classified as Tier 2, and the UAAL is fully amortized, the ultimate cost as a percentage of payroll is estimated to be 1.92% of payroll.

EMTB \$265,910
 EMBL 39,369
 EMBP 28,477
 \$333,756
 UAAL

3550 Bushee Pkwy, Suite 250, Kennewas, GA 30144
 Phone (678) 388-1700 • Fax (678) 388-1730
 www.CavMacConsulting.com
 Offices in Kennewas, GA • Bellevue, NE

Mountain Brook City of EMTB Act 2019-132 Analysis
 Estimated Based on Valuation Results as of 9/30/2018 and 15 Year Amortization of Increase

1) Increase in UAAL and UAAL contribution due to Act 2019-132

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
\$265,910	\$24,275	0.18%

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

	Act 2019-132	9/30/2018 Valuation	Change
Total Tier 2 Normal Rate	10.00%	6.58%	3.42%
Blended Employee Rate*	8.14%	6.64%	1.50%
Net Employer Tier 2 Normal Rate	1.86%	(0.06%)	1.92%

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

	First Year Cost	Tier 1	Tier 2
Amortization of UAAL	\$24,275	0.18%	0.18%
Tier 2 Normal Cost Change	\$41,572	0.00%	1.92%
Total Impact	\$65,847	0.18%	2.10%

4) Increase in UAAL and UAAL contribution due to Act 2011-676 (If Act 2011-676 Has NOT Already Been Adopted)

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
N/A	N/A	N/A

5) Change in Tier 1 Normal Cost as a % of Tier 1 Estimated Payroll due to Act 2011-676

	Act 2011-676	9/30/2018 Valuation	Change
Total Tier 1 Normal Rate	N/A	9.45%	N/A
Blended Employee Rate*	N/A	8.15%	N/A
Net Employer Tier 1 Normal Rate	N/A	1.30%	N/A

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	N/A	N/A	N/A
Tier 1 Normal Cost Change	\$ 0	N/A	0.00%
Total Impact	N/A	N/A	N/A

7) Estimated Impact Based Upon 9/30/2018 Data Assuming Act 2019-132 and Act 2011-676 Are Adopted Eff. 10/1/2020

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	\$24,275	0.18%	0.18%
Tier 2 Normal Cost Change	\$41,572	0.00%	1.92%
Tier 1 Normal Cost Change	\$ 0	0.00%	0.00%
Net Impact	\$65,847	0.18%	2.10%

*Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.



Act 2019-132 Analysis*

4792 EMBP Mountain Brook Pk & Rec Bd

The attached tables show the estimated impact of Act 2019-132 and optional election to increase Tier 1 member contribution rates of the above employer based on the September 30, 2018 actuarial valuation.

Item 1) shows the estimated increase in the Unfunded Actuarial Accrued Liability (UAAL) if the election is made to convert Tier 2 benefits as provided in Act 2019-132. Item 1) also shows the estimated UAAL amortization payment and the increase in the UAAL contribution rate for all members that would be in effect beginning 10/1/2020 – 9/30/2021 (FY 2021)

- The additional UAAL will be amortized over a closed 15-year period as a percentage of total payroll. This increase is due to the years of service of the Tier 2 members as of September 30, 2018 that will be converted to Tier 1 service.
- Please note that the amount shown as the increase in the UAAL and the corresponding increase in the employer contribution rate is expected to increase a greater amount until an election is made, due to service earned after September 30, 2018. At the time the unit elects the change, the increase in the UAAL will be measured and the increase in the UAAL rate will be amortized over a closed 15-year period as a percentage of total payroll.

Item 2) shows the estimated impact of Act 2019-132 on the normal cost rate that would be required for current Tier 2 members to fund the ongoing cost of the additional benefits that will be accruing if the benefit structure is changed.

Item 3) shows the estimated total impact on contributions and contribution rates for the election under Act 2019-132.

Items 4), 5), and 6) show the estimated impact of the unit opting to increase the member contribution rates under Act 2011-676 for current Tier 1 members from 5% for Non-FLC members and 6% for FLC members, to 7.50% for Non-FLC members and 8.5% for FLC members.

Item 7) shows a summary of the overall impact of electing Act 2019-132 and Act 2011-676 based on the September 30, 2018 valuation. Over time, as current Tier 1 members leave service and are replaced with members that would be classified as Tier 2, and the UAAL is fully amortized, the ultimate cost as a percentage of payroll is estimated to be 3.71% of payroll.

*Amounts and percentages shown do not reflect the impact of expected increases due to assumption changes (for agencies with less than 25 active employees as of 9/30/2017) being phased in over a 4-year period. Your agency was notified by the RSA on May 22, 2018 of these assumption changes which began with the Actuarial Valuation as of 9/30/2017. These assumption changes are estimated to increase contribution rates by approximately 1.38% for Tier 1 members and .76% for Tier 2 members each year for FY 2022 and FY 2023. These estimates were calculated as of 9/30/2018 and are based upon expected economic/demographic assumptions occurring in the future. The actual increases in required contribution that will occur will vary based upon actual results in each fiscal year.

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144
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 www.CavMacConsulting.com
 Offices in Kennesaw, GA • Bellevue, NE

Mountain Brook Pk & Rec Bd EMBP Act 2019-132 Analysis
 Estimated Based on Valuation Results as of 9/30/2018 and 15 Year Amortization of Increase*

1) Increase in UAAL and UAAL contribution due to Act 2019-132

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
\$28,477	\$2,666	0.34%

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

	Act 2019-132	9/30/2018 Valuation	Change
Total Tier 2 Normal Rate	11.38%	6.17%	5.21%
Blended Employee Rate**	7.50%	6.00%	1.50%
Net Employer Tier 2 Normal Rate	3.88%	0.17%	3.71%

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

	First Year Cost	Tier 1	Tier 2
Amortization of UAAL	\$2,666	0.34%	0.34%
Tier 2 Normal Cost Change	\$6,216	0.00%	3.71%
Total Impact	\$8,882	0.34%	4.05%

4) Increase in UAAL and UAAL contribution due to Act 2011-676 (if Act 2011-676 Has NOT Already Been Adopted)

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
N/A	N/A	N/A

5) Change in Tier 1 Normal Cost as a % of Tier 1 Estimated Payroll due to Act 2011-676

	Act 2011-676	9/30/2018 Valuation	Change
Total Tier 1 Normal Rate	N/A	9.44%	N/A
Blended Employee Rate**	N/A	7.50%	N/A
Net Employer Tier 1 Normal Rate	N/A	1.94%	N/A

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	N/A	N/A	N/A
Tier 1 Normal Cost Change	\$ 0	N/A	0.00%
Total Impact	N/A	N/A	N/A

7) Estimated Impact Based Upon 9/30/2018 Data Assuming Act 2019-132 and Act 2011-676 Are Adopted Eff. 10/1/2020

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	\$2,666	0.34%	0.34%
Tier 2 Normal Cost Change	\$6,216	0.00%	3.71%
Tier 1 Normal Cost Change	\$ 0	0.00%	0.00%
Net Impact	\$8,882	0.34%	4.05%

*Amounts and percentages shown do not reflect the impact of expected increases due to assumption changes (for agencies with less than 25 active employees as of 9/30/2017) being phased in over a 4-year period. Your agency was notified by the RSA on May 22, 2018 of these assumption changes which began with the Actuarial Valuation as of 9/30/2017. These assumption changes are estimated to increase contribution rates by approximately 1.38% for Tier 1 members and .76% for Tier 2 members each year for FY 2022 and FY 2023. These estimates were calculated as of 9/30/2018 and are based upon expected economic/demographic assumptions occurring in the future. The actual increases in required contribution that will occur will vary based upon actual results in each fiscal year.

**Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.



Act 2019-132 Analysis

4791 EMBL Mountain Brook Library Bd

The attached tables show the estimated impact of Act 2019-132 and optional election to increase Tier 1 member contribution rates of the above employer based on the September 30, 2018 actuarial valuation.

Item 1) shows the estimated increase in the Unfunded Actuarial Accrued Liability (UAAL) if the election is made to convert Tier 2 benefits as provided in Act 2019-132. Item 1) also shows the estimated UAAL amortization payment and the increase in the UAAL contribution rate for all members that would be in effect beginning 10/1/2020 - 9/30/2021 (FY 2021).

- The additional UAAL will be amortized over a closed 15-year period as a percentage of total payroll. This increase is due to the years of service of the Tier 2 members as of September 30, 2018 that will be converted to Tier 1 service.
- Please note that the amount shown as the increase in the UAAL and the corresponding increase in the employer contribution rate is expected to increase a greater amount until an election is made, due to service earned after September 30, 2018. At the time the unit elects the change, the increase in the UAAL will be measured and the increase in the UAAL rate will be amortized over a closed 15-year period as a percentage of total payroll.

Item 2) shows the estimated impact of Act 2019-132 on the normal cost rate that would be required for current Tier 2 members to fund the ongoing cost of the additional benefits that will be accruing if the benefit structure is changed.

Item 3) shows the estimated total impact on contributions and contribution rates for the election under Act 2019-132.

Items 4), 5), and 6) show the estimated impact of the unit opting to increase the member contribution rates under Act 2011-676 for current Tier 1 members from 5% for Non-FLC members and 6% for FLC members, to 7.50% for Non-FLC members and 8.5% for FLC members.

Item 7) shows a summary of the overall impact of electing Act 2019-132 and Act 2011-676 based on the September 30, 2018 valuation. Over time, as current Tier 1 members leave service and are replaced with members that would be classified as Tier 2, and the UAAL is fully amortized, the ultimate cost as a percentage of payroll is estimated to be 0.60% of payroll.

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Moutain Brook Library Bd EMBL Act 2019-132 Analysis

Estimated Based on Valuation Results as of 9/30/2018 and 15 Year Amortization of Increase

1) Increase in UAAL and UAAL contribution due to Act 2019-132

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
\$39,369	\$3,582	0.22%

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

	Act 2019-132	9/30/2018 Valuation	Change
Total Tier 2 Normal Rate	8.10%	6.00%	2.10%
Blended Employee Rate*	7.50%	6.00%	1.50%
Net Employer Tier 2 Normal Rate	0.60%	0.00%	0.60%

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

	First Year Cost	Tier 1	Tier 2
Amortization of UAAL	\$3,582	0.22%	0.22%
Tier 2 Normal Cost Change	\$1,946	0.00%	0.60%
Total Impact	\$5,528	0.22%	0.82%

4) Increase in UAAL and UAAL contribution due to Act 2011-676 (if Act 2011-676 Has NOT Already Been Adopted)

Increase in UAAL	Yearly Amortization Payment in 1st Year	Increase in UAAL Rate as a % of Estimated Total Payroll
N/A	N/A	N/A

5) Change in Tier 1 Normal Cost as a % of Tier 1 Estimated Payroll due to Act 2011-676

	Act 2011-676	9/30/2018 Valuation	Change
Total Tier 1 Normal Rate	N/A	8.11%	N/A
Blended Employee Rate*	N/A	7.50%	N/A
Net Employer Tier 1 Normal Rate	N/A	0.61%	N/A

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	N/A	N/A	N/A
Tier 1 Normal Cost Change	\$ 0	N/A	0.00%
Total Impact	N/A	N/A	N/A

7) Estimated Impact Based Upon 9/30/2018 Data Assuming Act 2019-132 and Act 2011-676 Are Adopted Eff. 10/1/2020

	First Year Cost/(Savings)	Tier 1	Tier 2
Amortization of UAAL	\$3,582	0.22%	0.22%
Tier 2 Normal Cost Change	\$1,946	0.00%	0.60%
Tier 1 Normal Cost Change	\$ 0	0.00%	0.00%
Net Impact	\$5,528	0.22%	0.82%

*Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.

1 SB147
2 196690-3
3 By Senators Waggoner, Livingston, Elliott, Ward and Chambliss
4 RFD: Fiscal Responsibility and Economic Development
5 First Read: 20-MAR-19

SB147

1 SB147

2

3

4 ENROLLED, An Act,

5 To add Section 36-27-6.5 to the Code of Alabama

6 1975, relating to retirement for members of the Employees'

7 Retirement System; to provide that a local employer

8 participating in the ERS could elect to provide the same

9 retirement benefits given to Tier I plan members to its Tier

10 II plan members.

11 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

12 Section 1. Section 36-27-6.5 is added to the Code of
13 Alabama 1975, to read as follows:

14 §36-27-6.5.

15 (a) Any employer participating in the Employees'
16 Retirement System of Alabama pursuant to Section 36-27-6, may,
17 by adoption of a resolution within 24 months of the effective
18 date of the act adding this section, elect to provide to its
19 Tier II plan members the same retirement benefits provided to
20 Tier I plan members. Provided, however, the Employees'
21 Retirement System Board of Control may, based on a staff
22 review of the historical compliance with ERS requirements as
23 well as the financial stability of the local government
24 entity, elect to deny the election authorized herein. The
25 local entity may petition the Board of Control for a

SB147

1 reconsideration of its action within the 24 months period of
2 the effective date of this act. Such election shall be
3 irrevocable and shall be effective at the beginning of the
4 fiscal year following the date the resolution is received by
5 the ERS.

6 (b) Any employer that has not increased the Tier I
7 member contribution rates as provided in Act 2011-676 shall
8 develop a plan to gradually increase the member contribution
9 rates as provided herein. The plan shall be submitted to the
10 Employees' Retirement System before electing to provide Tier
11 II plan members the same retirement benefits as Tier I plan
12 members. Beginning in the month the election to provide Tier
13 II plan members the same retirement benefits provided to Tier
14 I plan members becomes effective, Tier II plan members shall
15 contribute to the Employees' Retirement System seven and
16 one-half percent of their earnable compensation and Tier II
17 plan members who are firefighters, law enforcement officers,
18 or correctional officers, as defined in Section 36-27-59 (a),
19 shall contribute to the Employees' Retirement System eight and
20 one-half percent of their earnable compensation.

21 (c) Anything in this article to the contrary
22 notwithstanding, in the application of the provisions of
23 Sections 36-27-16 and 16-25-14 to a member whose creditable
24 service includes periods of service to different Tier plans,
25 the benefit rates of each respective Tier plan will be

SB147

1 applicable to the creditable service earned while in each
2 respective Tier plan. In all other respects the pension under
3 this subdivision shall be determined on the basis of the
4 member's Tier plan at the time of his or her withdrawal from
5 service.

6 Section 2. This act shall become effective
7 immediately following its passage and approval by the
8 Governor, or its otherwise becoming law.

SB147

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President and Presiding Officer of the Senate

Speaker of the House of Representatives

SB147
Senate 16-APR-19
I hereby certify that the within Act originated in and passed
the Senate, as amended.

Patrick Harris,
Secretary.

House of Representatives
Passed: 02-MAY-19

By: Senator Waggoner

From: Walter Meyer <meyerw@mtnbrook.org>
Date: October 24, 2019 at 5:35:30 PM CDT
To: Sam Gaston <gastons@mtnbrook.org>
Subject: Request to speak at council meeting 28Oct2019

Sam,

Here is my request.

I would like to make a request to speak on behalf of the employee federation concerning the Tier 1 / Tier 2 conversion at the Oct 28 council meeting.

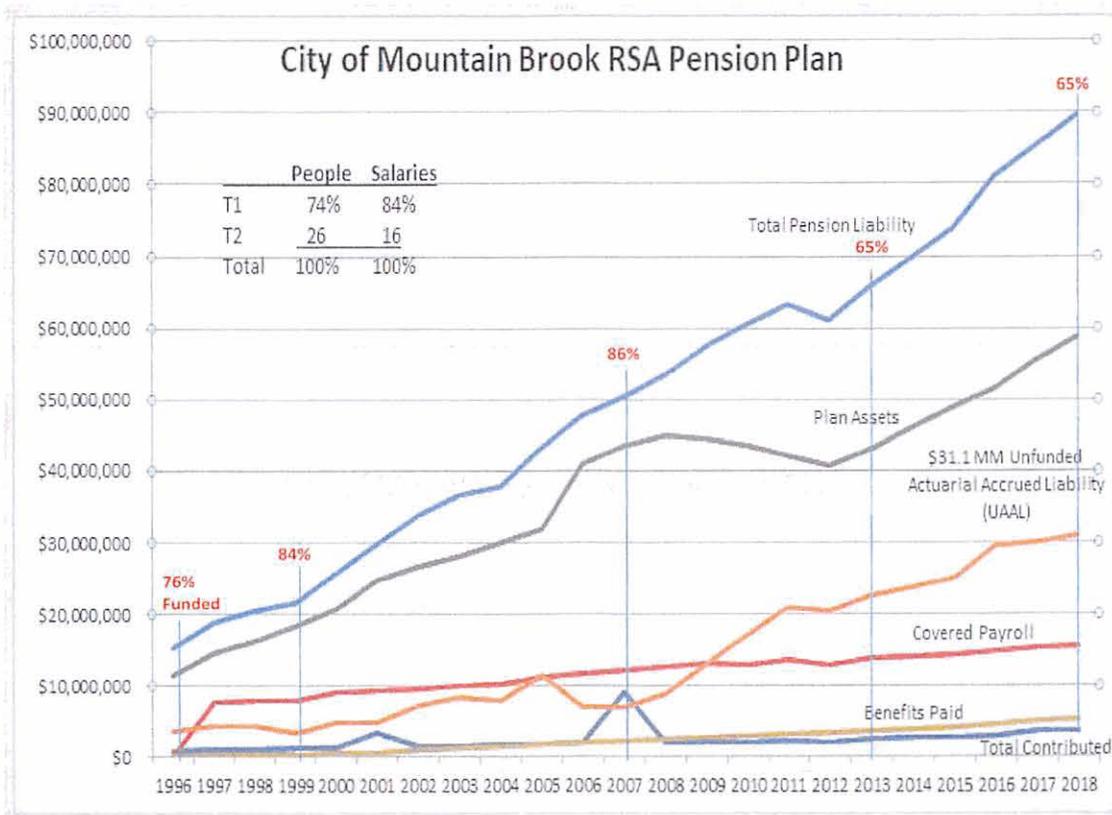
The goals of my request are to ask the council to postpone or delay the vote on the resolution to vote "NO" on the Tier 1 / Tier 2 conversion. Steve has worked hard putting together the numbers concerning the conversion and preparing a presentation for the employees. These presentations were given over the past two days and there are many questions and concerns about the conversion by the employees. I want to ask that the council postpone the vote so that the employee federation members can discuss the conversion with their respective departments and represent their departments accurately. I also want to ask the council to postpone the vote so that in the event Mountain Brook chooses to moving forward with the conversion, there is a tentative plan to make the conversion as budget neutral as possible and that tentative plan is able to be shared with the employees.

Thank you.

--
Eric Mayer
Lieutenant Engine 3
Mountain Brook Fire Department
205.966.9444

City of Mountain Brook RSA Pension Plan

Evaluation of the Impact of
Act 2019-132
(Tier 2 Pension Conversion to Tier 1)



Comparison of Tier 1 and Tier 2 Plans

Description	Tier 1	Tier 2
Benefit expressed as a % of defined salary	2.0125%	1.65%
Hazardous duty addendum	FLC employees credited with 6 years of service for every 5 years (or portion thereof) worked	Not applicable
Minimum age to retire	Any age with 25 years of service or age 60 with 10 years' service	62 civilians or 56 (FLC) with at least 10 years of service
Service credit for sick leave	Allowed if authorized by employer	Not allowed
Overtime	Limited to 20% of base salary	Limited to 25% of base salary

- Tier 1 FLC benefits are **46%** greater than Tier 2 benefits
- Tier 1 Civilian benefits are **22%** greater than Tier 2 Civilians
- Mtn Brook's weighted avg difference between Tier 1 and Tier 2 benefits is **35%+**

RSA Case Study Summarized

1. Immediate increase in the UAAL by

\$334,000 (retroactive Tier 3 service credit)

2. Year 1 increase in City's pension cost of

\$80,500 (due to prospective 35%+ increased Tier 3 pension benefit)

Is that all?

The Tier 2 Conversion Only Gets More Costly

1. After implementation, pension costs will increase annually
2. As Tier 1 employees retire, instead of being replaced with Tier 2 workers they will be replaced with Tier 3 workers whose benefits are 35%+ greater than the Tier 2's
3. Mountain Brook's expense differential after the Tier 3 transformation will be **\$300,000+** annually based on the RSA case study estimates
4. Mountain Brook's total cost (employee + City) after the Tier 3 transformation will be **\$540,000+** annually
5. Mountain Brook has already increased its Tier 1 employee withholdings (Act 2011-676). How does this action make its RSA case study results different from another city's who has not?

Everyone Else

1. Another city could see a pension expense decrease once they implement Tier 3 plan based on their RSA case study
2. The savings will be achieved by transferring a portion (**2.5%**) of its pension cost to the Tier 1 employee
3. This cost transfer does not impact in any way the total cost of the pension plan—only who is paying the cost
4. Tier 1 wages will decrease over time as they retire and so will this 2.5% cost transfer savings
5. **Mountain Brook has been there and done that, what happened?**

City's Annual Required Contribution %, Tier 1 Civilian Withholding % and Additional Amounts Deposited by City

City of Mountain Brook T1 Pension Contribution History

Year	City	Employee	Total	Extra Paid by City
1995	5.48%	5.00%	10.48%	
1996	5.48%	5.00%	10.48%	
1997	6.70%	5.00%	11.70%	
1998	8.25%	5.00%	13.25%	
1999	9.45%	5.00%	14.45%	
2000	9.45%	5.00%	14.45%	
2001	9.45%	5.00%	14.45%	\$ 2,000,000
2002	9.45%	5.00%	14.45%	
2003	8.31%	5.00%	13.31%	
2004	9.83%	5.00%	14.83%	
2005	10.90%	5.00%	15.90%	
2006	10.90%	5.00%	15.90%	
2007	11.51%	5.00%	16.51%	\$ 7,000,000
2008	7.98%	5.00%	12.98%	\$ 300,000
2009	9.08%	5.00%	14.08%	
2010	9.84%	5.00%	13.84%	
2011	9.96%	5.00%	14.96%	
2012	8.42%	7.50%	15.92%	Act 2011-676
2013	9.65%	7.50%	17.15%	
2014	11.70%	7.50%	19.20%	
2015	12.39%	7.50%	19.89%	
2016	12.55%	7.50%	20.05%	
2017	13.30%	7.50%	20.80%	\$ 600,000
2018	13.30%	7.50%	20.80%	\$ 610,000
2019	15.47%	7.50%	22.97%	\$ 638,000
2020	15.64%	7.50%	23.14%	\$ 640,000
2021	16.02%	7.50%	23.52%	
				\$ 11,788,000 and Counting

CONCERNS:

1. Considering the increasing City pension cost trends, is the current 2-tiered plan sustainable?
2. The Tier 2 conversion plan is substantially more expensive than Tier 2. If Tier 2 is questionable, how can a Tier 2 conversion to Tier 1 be justified considering the greater cost?

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