

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
FEBRUARY 24, 2020**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 24th day of February, 2020. 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 Attorneys Steve Stine and Tony Davis, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Overtime Policies-Steven Boone

Sergeant Chris Thompson inquired whether it was the intent of the City Council to exempt only the Fire Department personnel from the Fair Labor Standards Act on-premises rule (Sec. 8.4.2.2.a. 5).

Mr. Boone responded that originally, the on-premises rule was applied across all departments (barring defined public safety events and emergencies). However, the Fire Chief provided documentation that the potential savings in the Fire Department by changing the policy approximated only about \$5,000 annually. The committee agreed to recommend the exemption based on how well the Fire Department has managed its overtime and the potential savings were inconsequential. Mr. Boone also pointed out that the policy may be reviewed from time to time should there be unintended consequences or conditions warrant reconsideration and/or policy revisions.

Resolution No. 2020-032 was added for the formal meeting agenda.

2. Green equipment purchase and MOU with American Green Zone Alliance (AGZA) for Overton Park-Shanda Williams (Resolution No. 2020-031 was added to the formal meeting agenda.)
3. Street Light request behind Vogue Cleaners located at 2816 Cahaba Road in Mountain Brook Village-Officer Ro Burrow and Sam Gaston (Resolution No. 2020-033 was added to the formal meeting agenda.)
4. Use and access agreement between the City and Shades Parkway, LLC with respect to public parking in the private lot for Shades Creek Fest. (Resolution No. 2020-030 was added to the formal meeting agenda.)
5. Review of the other matters to be considered at the formal (7 p.m.) meeting

## 6. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter that could lead to litigation. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 6:40 p.m.

## 7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct 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 February 24, 2020, 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 March 9, 2020

**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
FEBRUARY 24, 2020**

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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 24th day of February, 2020. 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 Steve Stine, 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. DEREK CHEN, FIELD REPRESENTATIVE FOR BRADLEY BYRNE, CANDIDATE FOR U. S. SENTATE**

Introduced himself and, on behalf of Mr. Byrne, asked for the support of the governing body and members of the audience at the upcoming March 3, 2020, republican primary.

**2. PRESENTATIONS**

Mayor Welch presented the following proclamations and recognition:

- Proclamation No. 2020-027, March 6, 2020 proclaimed “Go Blue” day for Colorectal Cancer Awareness in the City—presented to Ms. Libba Hardwick of the American Cancer Society
- Proclamation No. 2020-028, April 19-26, 2020 proclaimed Arbor Week in the City—presented to Sim Johnson of the Board of Landscape Design
- Resolution No. 2020-027, honoring Gloria Repolesk, of the Emmet O’Neal Library, for her service on the 2020 Caldecott Medal Selection Committee

**3. CONSENT AGENDA**

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

Approval of the minutes of the February 10, 2020, regular meeting of the City Council

<b>2020-025</b>	Authorize the installation of a street light in the vicinity of 3008 North Woodridge Road	Exhibit 1, Appendix 1
<b>2020-026</b>	Resolution honoring Gloria Repolesk, of the Emmet O’Neal Library, for her service on the 2020 Caldecott Medal Selection Committee	Appendix 2
<b>2020-027 Proclamation</b>	March 6, 2020, proclaimed “Go Blue” day for Colorectal Cancer, in the City of Mountain Brook, Alabama	Appendix 3

<b>2020-028 Proclamation</b>	April 19-26, 2020 proclaimed Arbor Week in the City of Mountain Brook, Alabama	Exhibit 2
<b>2020-029</b>	Award bid for the Dunbarton Sidewalk Project to Southeastern Sealcoating and authorizing the execution of a contract for the same	Exhibit 3, Appendix 4
<b>2020-030</b>	Authorize the execution of an Access & Use Agreement between the City and Shades Parkway, LLC with respect to off-site parking for Shades Creek Fest to be held April 25, 2020, in Jemison Park	Exhibit 4, Appendix 5
<b>2020-031</b>	Authorize the execution of the American Green Zone Alliance (AGZA) Green Zone Certification Memorandum of Understanding	Exhibit 5, Appendix 6
<b>2020-032</b>	Amend Sec. 8.4 of the "Internal Control Policies and Procedures" by adding Sec. 8.4.2 "Overtime policies"	Exhibit 6, Appendix 7
<b>2020-033</b>	Authorize the installation of a street light in the vicinity of Cahaba Road in the alley near Vogue Cleaners	Exhibit 7, Appendix 8

Thereupon, the foregoing minutes, resolutions and proclamations were introduced by Council President Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes, resolutions and proclamation were then considered by the City Council. Council member Black seconded the motion to adopt the foregoing minutes, resolutions and proclamations. 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

Abstained: None

Council President Smith thereupon declared that said minutes, resolutions (Nos. 2020-025, 2020-026, 2020-029 through 2020-032) and proclamations (Nos. 2020-07 and 2020-028) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

Ms. Allison Morgan expressed her thanks for the installation of the street light in the vicinity of 3008 North Woodridge Road (Resolution No. 2020-025).

#### 4. ANNOUNCEMENTS

The next regular meeting of the City Council will be March 9, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

#### 5. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:15 p.m.

## 6. 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 February 24, 2020, 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 March 9, 2020

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### EXHIBIT 1

#### RESOLUTION NO. 2020-025

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

1. That Alabama Power Company is requested to install one (1) 108 watt LED area, 4000K, gray – 8,500 to 14,000 lumens street light in the vicinity of 3008 North Woodridge Road as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).
2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

### APPENDIX 1

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### EXHIBIT 2

#### PROCLAMATION NO. 2020-028



#### CITY OF MOUNTAIN BROOK

56 Church Street  
 Mountain Brook, Alabama 35213  
 Telephone: 205.802.3800  
 Facsimile: 205.879.6913  
[www.mtnbrook.org](http://www.mtnbrook.org)

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### ARBOR WEEK PROCLAMATION

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas**, Arbor Day is now observed throughout the nation and the world, and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Now, Therefore**, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby **proclaim** April 19 through April 26, 2020, as

### **ARBOR WEEK**

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

**Further**, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Given under my hand and the City of Mountain Brook, Alabama, on this 24th day of February, in the year of our Lord, 2020, and of the Independence of the United States of America, 244th.

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**Stewart H. Welch III, Mayor**

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### **EXHIBIT 3**

### **RESOLUTION NO. 2020-029**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby recommends that the Alabama Department of Transportation award the bid for the Dunbarton sidewalk construction project (No. TAPBH-TA18(931)) to Southeastern Sealcoating; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of such other agreements as may be required by the Alabama Department of Transportation for same.

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### **APPENDIX 4**

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### **EXHIBIT 4**

### **RESOLUTION NO. 2020-030**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Access & Use Agreement between the City and Shades Parkway, LLC, the form at attached hereto as Exhibit A, with respect to off-site parking for Shades Creek Fest to be held April 25, 2020, in Jemison Park.

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### **APPENDIX 5**

**EXHIBIT 5****RESOLUTION NO. 2020-031**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the American Green Zone Alliance (AGZA) Green Zone Certification Memorandum of Understanding, the form at attached hereto as Exhibit A.

**APPENDIX 6****EXHIBIT 6****RESOLUTION NO. 2020-032**

**WHEREAS** the City Council formally adopted its “Internal Control Policies and Procedures” upon its adoption of Resolution No. 2019-049 (April 8, 2019); and

**WHEREAS** the City Council wishes to amend such policies and procedures with respect to overtime; now, therefore,

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby amends Sec. 8.4 of the “Internal Control Policies and Procedures” by adding Sec. 8.4.2 “Overtime policies”, in the form as attached hereto as Exhibit A (said section shall be appended to the previously adopted “Internal Control Policies and Procedures”); and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Council delegates authority to the Finance Director and/or City Manager to implement editorial, procedural and workflow revisions to said internal control policies and procedures as conditions change or otherwise determined warranted to improve and further enhance such controls and workflow.

**APPENDIX 7****EXHIBIT 7****RESOLUTION NO. 2020-033**

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

1. That Alabama Power Company is requested to install one (1) 87 watt LED area, 4000K, gray – 8,500 to 14,000 lumens street light in the vicinity of Cahaba Road in alley near Vogue Cleaners as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).
2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

**APPENDIX 8**

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2020-025

Lighting Services NESC® Lease Agreement (Governmental)



Customer Legal Name City of Mountain Brook DBA 3008 N Woodridge Rd
Service Address P.O. Box 130009, Birmingham, AL 35213
Mailing Address P.O. Box 130009, Birmingham, AL 35213
Email Gastons@minbrook.org
Tax ID Business Description Municipal

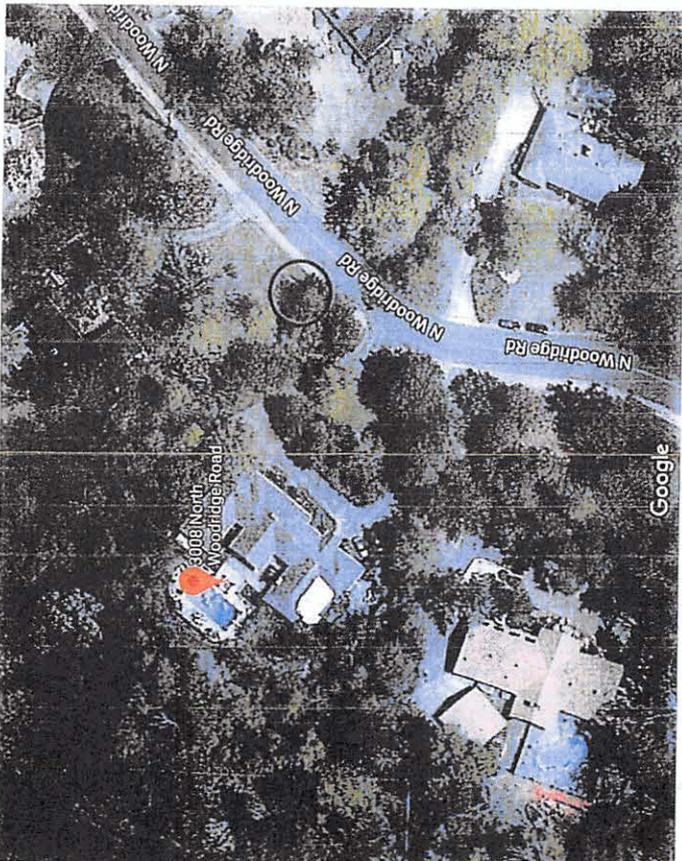
Equipment table with columns: Qty, Wattage, Type, Description, Qty/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$)\*, Estimated Monthly Charge (\$)\*. Includes a Monthly Total row.

Project Notes: To install light on existing pole near 3008 N Woodridge Rd
Initial Term 36 months
Prepaid Amount \$ 0.00

Customer Authorized Signature section with fields for Name, Title, Date, and Alabama Power Company signature.

TERMS AND CONDITIONS (NESC Governmental)

- 1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will...
2. Intent and Title. This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment...
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...
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...
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...
6. Installation. Customer represents that (i) the Premises' final grade will vary no more than 8 inches from the grade existing at the time of installation...
7. Equipment Protection and Damage. After installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer for any person or entity working on Customer's behalf must...
8. Maintenance. During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement...
9. Cleanliness. 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...
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...
11. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing...
12. Effectiveness. This Agreement constitutes the parties' entire agreement related to the Equipment and replaces any prior agreements, written or oral.



### RESOLUTION

**WHEREAS,** Gloria Repolesk leads the Emmet O'Neal Library Children's Department;

**WHEREAS,** Gloria is widely respected as an advocate for library service to children in Mountain Brook;

**WHEREAS,** Gloria's peers have demonstrated this respect by electing her to several leadership roles in the Alabama Library Association and even in the American Library Association's Association for Library Service to Children;

**WHEREAS,** Gloria was recently selected as a one of 15 librarians in the United States to serve on the 2020 Caldecott Medal Selection Committee;

**WHEREAS,** Gloria read and evaluated over 600 children's books as possible nominees for the Caldecott Medal;

**WHEREAS,** Gloria deliberated for over 22 hours with the Caldecott Medal Selection Committee before finally choosing, *The Undefeated*, an ode to great black Americans illustrated by Kadir Nelson and written by Kwame Alexander as the 2020 Caldecott Medal Winner;

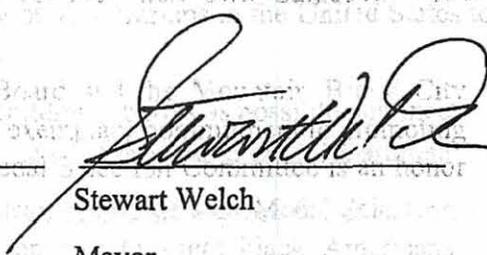
**WHEREAS,** Gloria shared her experiences as a member of the Caldecott Medal Winner with the students at Cherokee Bend Elementary who conduct their own Caldecott Medal selection each year; now, therefore be it

**RESOLVED,** that the Emmet O'Neal Library Board and the Mountain Brook City Council recognize that Gloria Repolesk demonstrates an exemplary commitment to promoting children's literature and her service on the Caldecott Medal Selection Committee is an honor for our library and our community.

Adopted by the Emmet O'Neal Library Board on February 18, 2020 and by the Mountain Brook City Council on February 24, 2020

Lindsay Gardner

Susan Elliott

  
Stewart Welch

Director

President

Mayor

Emmet O'Neal Library

Emmet O'Neal Library Board

City of Mountain Brook

2020-027

### Colorectal Cancer Awareness Month Proclamation

**WHEREAS**, colorectal cancer is the second most common cause of cancer deaths for men and women in Alabama and the lifetime risk of being diagnosed with cancer of the colon or rectum is 4.4 percent for men and 4.1 percent for women in the United States;

**WHEREAS**, the vast majority of colon cancer deaths can be prevented through proper screening and early detection and if 80 percent of adults were screened for colon cancer, 203,000 fewer people will die by 2030;

**WHEREAS**, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs;

**WHEREAS**, the American Cancer Society estimates 2,460 cases of colorectal cancer will be diagnosed in Alabama this year and 960 people will die from the disease, and deaths from colorectal cancer occur disproportionately among those who are underserved or underinsured;

**WHEREAS**, when detected early the five-year survival rates for colon cancer is 90%; however, only 39% of colorectal cancers are diagnosed at this stage, mostly due to low rates of screening;

**WHEREAS**, greater awareness of colon cancer and the means to prevent it could save the lives hundreds of Alabamians every year because colorectal cancer is preventable, treatable, and beatable in most cases; and

**WHEREAS**, observing a "Go Blue Day" for Colorectal Cancer Awareness would provide a special opportunity to offer education on the importance of early detection and screening.

**NOW, THEREFORE**, I, Stewart Welch III, Mayor of the City of Mountain Brook, Alabama, recognize the importance of colorectal screenings and hereby proclaim March 2019, as

**"COLORECTAL CANCER AWARENESS MONTH"**

throughout the City and encourage all residents of Mountain Brook who are 45 and over to get a colorectal screening and recognize March 6, 2020 as "Go Blue Day" for Colorectal Cancer Awareness in Mountain Brook, Alabama.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 24th day of February of the year 2020.

Stewart H. Welch III, Mayor



APPENDIX 3



ACCESS & USE AGREEMENT

This ACCESS & USE AGREEMENT (this "Agreement") is made as of 2020 by and between SHADES PARKWAY, LLC ("Owner") and CITY OF MOUNTAIN BROOK (the "Organization").

RECITALS

- A. Owner currently owns the land and improvements thereon, including Shades Parkway Plaza, located at 813 Shades Creek Parkway, Birmingham, Alabama 35209 (the "Property").
B. The Organization has requested permission from Owner to use the parking lot at the Property and the grassy area on the Property between the parking lot and the creek (collectively, the "Designated Area") for an Arbor Day and Shades Creek Appreciation event (the "Event") from 10 a.m. to 3 p.m. on April 25, 2020 (the "Designated Time") for guests that will be attending the Event.
C. Owner has agreed to allow the Organization to use the Designated Area to host the Event during the Designated Time, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

Owner hereby agrees that Organization, its members and its guests and invitees (collectively, the "Invitees") may use the Designated Area for the Event during the Designated Time on the following terms and conditions:

- 1. The Invitees may use the Designated Area for purposes of holding the Event during the Designated Time. The Designated Area and all other parts of the Property (including Shades Parkway Plaza) are not to be used by Invitees for any other purpose other than hosting the Event.
2. All Invitees shall comply with all federal, state and local laws, statutes, rules and regulations applicable to the Property and the Invitees' use of the Designated Area for the Event.
3. The Organization and the other Invitees shall enter and use the Designated Area at their own risk. The Organization (for itself and on behalf of all other Invitees) hereby waives any and all claims against Owner, StoneRiver Property Management, LLC ("Property Manager") and their respective affiliates, members, managers and agents for any injury to persons or damage to property arising out of the Invitees' access and use of the Designated Area pursuant to this Agreement.
4. The Organization agrees to and does hereby release Owner and Property Manager (and their respective affiliates, members, managers and agents, collectively hereinafter the "Released Parties") from and against any and all Losses. To the extent allowed by applicable law, Organization assumes all risks related to Losses that the Released Parties may incur that arise from the use of the Designated Area in connection with the Event. As used herein, "Losses" means all claims, demands, causes of action, losses,

liabilities, liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of, connected with or incidental to (a) any injuries to persons (including death), (b) any damage to property (real or personal), including the Designated Area, Shades Parkway Plaza or any other portion of the Property, and (c) any claims, demands or causes of action brought by any Invitee, in each case by reason of or relating to the access and use of the Designated Area by the Invitees or the hosting of the Event.

5. The Organization shall (i) name Owner as an additional insured on its liability policy for any damages or injuries caused on the Property as a result of, or in connection with, the Event; and (ii) provide a certificate evidencing such insurance prior to the Designated Time.

6. Upon the conclusion of the Designated Time, the Organization agrees to (i) cause all Invitees to vacate the Property, (ii) return the Designated Area to at least the same condition as it existed prior to the Designated Time and (iii) promptly clean and repair, at its sole cost, any mess or damage to the Designated Area or any other portion of the Property caused by the Event, the Invitees and/or their use of the Designated Area.

7. All notices, requests or other communications required or permitted hereunder shall be in writing and sent to the other party hereto at the applicable address below; provided, however, if the Organization has any questions regarding the use of the Designated Area in accordance with this Agreement, they may contact Owner by telephone at the telephone number set forth below. The below addresses and telephone numbers may be changed by written notice to the other party.

If to Owner: Shades Parkway, LLC, 110 Office Park Drive, Suite 300, Birmingham, Alabama 35223, Attention: Joseph Weldon, Phone Number - (205) 313-4826

If to the Organization: City of Mountain Brook, Post Office Box 130009, Mountain Brook, AL 35213, Attention: Sam S. Gaston, Phone Number - (205) 802-3800

8. This Agreement (a) shall be governed by the laws of the State of Alabama, without giving effect to the conflicts of law or choice of law provisions thereof; (b) may be delivered by facsimile or electronic transmission, which shall be deemed an original for all purposes; and (c) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. IF THIS AGREEMENT BECOMES THE SUBJECT OF A DISPUTE, EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY.

[Signature appears on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

SHADES PARKWAY, LLC, an Alabama limited liability company

By: Name: Bruno M. LaRussa, Jr., It: Manager

THE ORGANIZATION:

CITY OF MOUNTAIN BROOK

By: Sam S. Gaston, Name: Sam S. Gaston, It: City Manager

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MINUTE BOOK 91

2020-030

ACORD CERTIFICATE OF LIABILITY INSURANCE. Includes sections for coverages, policy numbers, and terms. Key sections include: COVERAGES, CERTIFICATE NUMBER, and a table of coverages with descriptions and amounts.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES. This endorsement changes the policy, please read it carefully. It extends coverage for public entities, elected or appointed officials, and members of their boards. Includes a table of coverages and provisions.

COMMERCIAL GENERAL LIABILITY. This endorsement broadens coverage for public entities, elected or appointed officials, and members of their boards. Includes a table of coverages and provisions.



**American Green Zone Alliance (AGZA) Green Zone Certification Memorandum of Understanding**

This Memorandum of Understanding (MOU) made between the City of Mountain Brook, Alabama and The American Green Zone Alliance (AGZA), summarizes the certification program specifics and the roles and responsibilities of the parties for the City of Mountain Brook, Alabama and AGZA Green Zone Certification.

**Program Summary:**

Reductions in air pollution emissions will be achieved through "verified" implementation of commercial battery electric grounds maintenance equipment on the designated properties listed on this MOU managed by the City of Mountain Brook, Alabama. City of Mountain Brook, Alabama with AGZA support will verify the replacement of gasoline-powered mowers, trimmers, blowers, edgers, and saws with battery powered options and AGZA Green Zone Certify the following property.

- Overton Park, 3020 Overton Road, Mountain Brook Alabama

This project will greatly reduce ground ozone emissions, noise, solid and toxic waste associated with the use and maintenance of internal combustion grounds maintenance equipment. Additionally, any nearby schools will help students, teachers, staff, facilities workers, and park visitors enjoy healthier, quieter indoor and outdoor environments.

**Project Responsibilities:**

**City of Mountain Brook, Alabama:**

- Provide AGZA addresses location of designated Green Zone properties.
  - Identify MB Green Zone liaison
  - Adhere to the minimal requirements for AGZA Green Zone Certification status. *The minimal certification requirements will be the complete elimination of two-stroke internal combustion equipment for "routine" maintenance in the Green Zone areas. Gas allowances include heavy chainsaw workloads, and seasonal workloads when necessary.*
- Inform AGZA in writing within 30 days should Mountain Brook decide to dissolve Green Zone Certification

**American Green Zone Alliance:**

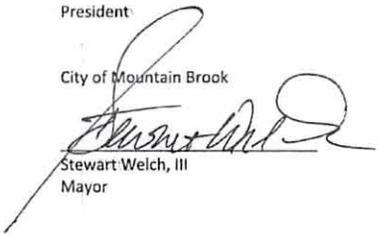
- Take gas fleet inventory. (with Quiet Communities)
- Generate environmental impact report. (with quiet communities)
- Verify with City of Mountain Brook, Alabama charging and storage facilities.
- Verify with City of Mountain Brook, Alabama battery-electric operation of crew.
- AGZA Green Zone Certification of properties.
- Listing on AGZA's Green Zone Directory.

Executed by:

American Green Zone Alliance, Corp

Dan Mabe  
President

City of Mountain Brook

  
Stewart Welch, III  
Mayor

Date

2/24/2020  
Date

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MINUTE BOOK 91

2020-031

**8.4.2 Overtime policies:** Overtime is governed by the Fair Labor Standards Act (FLSA) administered by the U. S. Department of Labor. The City's overtime policies are generally intended to adhere (at a minimum) to the provisions of the FLSA with some (more liberal) exceptions as more fully described below. Deviations from the policies expressed herein below must be approved in writing by the City Manager.

**1. Exempt employees.** (Under the FLSA, exempt employees are not due overtime. In those instances where the City has authorized limited overtime for certain exempt personnel, such action does not change the underlying exempt nature of the position. The City may discontinue such practice at any time at its sole discretion. The City Manager shall authorize any changes to overtime compensation policies and practices with respect to exempt positions).

**a. Certain Mountain Brook exempt employees** (generally department heads and deputy or assistant department heads) are not compensated for overtime. Consistent with the FLSA, such employees may adjust their schedule as work responsibilities permit to balance work and personal time.

**b. Certain other Mountain Brook exempt employees** (generally, but not limited to, Police Lieutenants) may be compensated for overtime generally for attendance at departmental staff/roll-call meetings, after-hours public meetings and other assigned duties outside of the normal schedule. The nature of work for which straight-time overtime shall be granted for such exempt employees shall be determined by the City on a case-by-case basis. Such overtime may be either:

- Paid at the employee's regular hourly rate of pay ("straight-time") or
- Credited to the employee's accumulated leave time (one-hour banked for one-hour worked) as compensatory time ("comp time") where it shall be accumulated, as provided in the "City of Mountain Brook Employee Handbook" (Sec. III, E-5), when carried as comp time. Such accumulations shall be limited to 80-hours. Once the 80-hour comp time limit is reached, all future straight-time overtime shall be paid as worked.

Fire Battalion Chiefs may be credited with straight-time compensatory time for attendance in mandatory command staff meetings occurring on scheduled off days.

**2. On-premises policies with respect to overtime calculation.** (Note: Under the FLSA, the baseline or threshold for overtime for a 26-day work period (fire) is 197-hours and for a 14-day work period (law enforcement) is 86-hours. The City has intentionally established lower thresholds for fire and law enforcement overtime calculation purposes for these two public safety work periods. The City may, at its sole discretion, alter these baselines not to exceed those prescribed under the FLSA.)

a. The City has adopted by reference the FLSA on-premises rule whereby overtime is not due until after an employee has physically worked more than the applicable work period baseline (e.g., 40- hours weekly (Tuesday through Monday) for all except public safety employees, 192-hours over a 26-day work period for certified firefighters and 80-hours biweekly for APOST certified law enforcement personnel) except as provided herein below:

- When afterhours work is required due to a public safety emergency or event or when a situation or event occurs that threatens public property, health, safety or welfare.
  - When an employee is called in early, asked to work over or called into work on a scheduled off-day as a result of a situation as described above, overtime shall be calculated on a daily/shift basis. In such instances, overtime shall commence for any hours worked outside of the normal shift without regard to paid time off during the specific work period.
- If an employee is called into work as a result of a situation as described above, all time worked shall be considered overtime and compensated at either a) the rate of 1-1/2 times their regular hourly rate of pay or credited to the employee's comp time leave balance (1-1/2 hours for each overtime hour) at the non-exempt employee's discretion or b) straight time (paid or banked at the employee's discretion) for exempt employees who have been authorized for straight time overtime compensation.
- If an employee is scheduled off by way of compensable paid time off (e.g., comp time or vacation, etc.) and is called into work as a result of a public safety emergency, the paid time off may be credited back to the employee's accumulated leave time balance. When such paid time off is credited back to the employee's leave time balance, overtime shall be paid or banked at the appropriate hourly rate of compensation after the employee has worked over the normal (daily) shift. Should the employee desire that the scheduled off time hours not be credited back to the employee's leave balance, time worked shall be paid (or banked) at the employee's regular (straight-time) hourly rate of pay.
- Hours worked on a recognized holiday shall generally result in 8 hours straight-time pay or comp/holiday time for the holiday and straight time overtime for the hours worked (with a 2-hour minimum for callback) EXCEPT when such work is due to a public safety emergency AND the employee is not scheduled to work on the recognized

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**holiday.** In those rare instances, the employee shall be compensated 8 hours straight-time pay or comp time for the holiday and 1-1/2 (or straight time if an approved exempt employee) overtime for the hours worked on the recognized holiday called-in to work.

**Note:** The policies outlined in subsections 1) through 4) above exceed the provisions specified in the FLSA. In practice, a non-exempt employee likely will receive both 1-1/2 overtime and straight time overtime within the same work period or biweekly payroll depending on the paid time off hours taken.

**5) On-premises policy exception.** Notwithstanding the policies described above regarding public safety emergency and similar events, Fire Department personnel are hereby authorized to treat paid time off within a 26-day/192-hour work period the same as time worked when determining overtime for all non-exempt and approved exempt employees subject to the following limitation:  
Barring a public safety emergency or other qualifying event as described herein above, overtime paid at 1-1/2 times the employee's hourly rate of pay shall not exceed paid time off within the work period. Overtime hours that exceed the paid time off hours within a work period shall be paid at the employee's regular hourly rate of pay or the employee may request that said excess paid time off hours be credited back to their applicable leave balance.

**b. Departmental policies may allow the payment of paid time off during work periods where an employee's total time exceeds the work period base.** However, in such instances any time that exceeds the applicable work period base shall be paid at straight time (except for overtime worked as a result of a public safety emergency or other event that threatens public property, health safety and welfare as described above). Allowing an employee to be paid for accumulated leave time (e.g., vacation and sick) is:

- Generally prohibited during the employee's probationary period (Note: Probationary employees are encouraged to bank overtime (i.e., compensatory time) so they may be compensated for absences during their probationary period) and
- Discouraged especially in instances where an employee's accumulated leave balances are less than should be reasonably expected based on the employee's tenure with the City



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Time and attendance policies

- The City has never formally adopted time and attendance policies with respect to overtime
- Consequently, departments have implemented departmental policies (some formal most informal)
- In many instances policies are inconsistent across departments and sometimes not applied consistently within departments over time
- The City has reviewed its time and attendance policies and has implemented or considering the following:

City Policy	Fair Labor Standards Act
Police sergeants and fire lieutenants changed from exempt to non-exempt	Still somewhat inconclusive but case law over the past decade suggests first responder duties mingled with administrative duties obviates the administrative exemption
Dispatch supervisor changed from exempt to non-exempt	Legal review concluded this position is exempt, however, City decided to treat as non-exempt in the interest of conservatism
Firefighter 26-day work period set at 192-hours for overtime purposes	FLSA 26-day work period is 197-hours
Law enforcement 14-day work period set at 80-hours for overtime purposes	FLSA 14-day work period is 86-hours
Paid time-off shall not be included in the total hours to be compared to the work period base for overtime calculation purposes except for 1) firefighters, and 2) public safety and other events that require immediate action to protect health, safety and welfare of the public and public property	FLSA on-premises rule provides no exceptions. Overtime is not due until after an employee has physically worked beyond the applicable work period base.
The Fire Department has been excluded from the provisions of the FLSA on-premises rule because 1) total overtime is less than 1% of the total salary costs and 2) the potential overtime reduction from the policy change is only about \$5,000/year.	

The proposed policies, while somewhat more restrictive than the current departmental policies in most instances, are more liberal 1) than provided in the FLSA and 2) most other area cities polled.

