

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JUNE 26, 2023**

---

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 1 virtual attendee at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 26<sup>th</sup> day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference-1 virtual attendee). Council President Smith called the pre-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  
Lloyd C. Shelton  
Gerald A. Garner  
Graham L. Smith  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

**1. AGENDA**

1. O'Neal Library update on the Overton Road location

Lindsay Gardner- Library Director

- Thanked the council for their support
- Averaging 300-350 people a day at the temporary location
- 70%-80% of those individuals are taking advantages of the children services
- Will be at the Overton location until July 27<sup>th</sup> (will move out July 28<sup>th</sup>)
- Bid opening is July 26<sup>th</sup>
- Asking residents to hold onto book donations (for now)

2. Proposal by Schoel Engineering for a drainage study of the Beech Street/Sims Avenue area

Mark Simpson-Schoel Engineering

- This is to study issues that a couple of residential lots are having on Beech Street and Sims (204 and 200 Beech Street)
- Asked to take a look at the problems
- Proposal is for field survey work to do assessment of storm drain system in area
- Will do preliminary hydraulic study of the area

Billy Pritchard-Council President Pro Tempore

- Asked Mark Simpson to put together a diagram to see what all is being done on the study
- Asked to move to the next council session scheduled for July 10th

3. Contract renewal with Focus Birmingham for engagement and public relations services

Graham Smith-Council Member

- The city has been more than pleased with Focus Birmingham
- Residents love the updated communication and videos

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-101)

4. Request by the Police Department to purchase two cameras and accessories using Opioid Settlement Funds

Jaye Loggings-Police Chief

- Request is to purchase equipment that was going to be added to the FY2024 budget; however, since this equipment will be used to photograph drugs seized-requesting to use the Opioid Settlement Funds
- Also requesting a TruNarc device using the Opioid Settlement Funds
- The TruNarc is used to identify drugs seized using a laser

Lloyd Shelton-Council Member

- Inquired as to what funds are available

Steve Boone-Finance Director

- There is about \$120,000-\$130,000 available that is in a separate fund
- This would be an unbudgeted purchase, and would apply to the Opioid Settlement Fund

Jaye Loggings

- The Opioid Settlement funds are earmarked specifically toward drug prosecution and investigations

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-102)

5. Temporary and construction easement with Canterbury United Methodist Church for a drainage project

Whit Colvin-City Attorney

- This is for a license agreement (as opposed to an easements)
- Same format used the last time a project was done at Canterbury where a sidewalk was installed across their private road
- Did an indemnity provision-felt it was reasonable for them to ask the City to be responsible for the project since it is the City's project

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-103)

6. Discussion of hours and days for construction activity in the City

Dana Hazen-Director of Planning, Building, and Sustainability

- Wanted to get some direction from council regarding the hours of construction and/or the days of the week
- Vestavia's hours seem more narrow than Mountain Brook's
- Not asking for a vote at this session

John Placey-3045 Cambridge Road

- Has lived at his residence for 38 years
- About 3 years ago, construction has taken over the neighborhood
- One house was completely razed, construction has been going on for over 3 years
- Stated Mountain Brook allows 91.5 hours per week, 366 days of the year
- Asked the council why construction should be going on Christmas Day, Easter, and on Sundays
- Contractors leave endless debris and there does not seem to be any recourse
- Have made several complaints of contractors working past the hours allowed
- When contractors are allowed to work on a project for over three years, it invites problems
- Feels residential construction should not take 3 years to complete
- Some problems include: Noise from hammering, backup alarms on equipment, workers playing loud music, etc.
- Wants the council to take action to limit the hours and days of construction
- Surrounding jurisdictions do not allow construction on Sundays and holidays and have lower hours weekly (thank Mountain Brook)

Virginia Smith-Council President

- It does make sense to look at the hours and time more carefully
- Will get a committee together to come up with ideas
- Will send ideas to contractors (for feedback)

#### 7. Board of Landscape Design Appointments (3)

Dana Hazen-Director of Planning, Building, and Sustainability

- Have 3 renewals (Brooks Sanders, David Lyles, and Andrew Hicks)
- There were no other applicants online

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-104, 2023-105, and 2023-106)

#### 8. Request to open a retirement window for eligible employees

Steve Boone-Finance Director

- Received notification of two employees wishing to retire
- The last window closed in May of 2023
- Want to open the window from August 1, 2023 through May 31, of 2023

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-107)

#### 9. Review of the other matters to be considered at the formal (7:00p.m.) meeting

## 2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of pending litigation and that the City Council shall reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith  
William S. Pritchard III  
Gerald A. Garner  
Graham L. Smith  
Lloyd C. Shelton

Nays: None

**3. ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:44 pm.

**4. CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on June 26, 2023, 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 July 10, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JUNE 26, 2023**

---

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 26<sup>th</sup> day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith 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  
Lloyd C. Shelton  
Gerald A. Garner  
Graham L. Smith  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

The Council President Virginia Smith stated that a quorum was present and that the meeting was open for the transaction of business

**1. DAVID SILVERSTEIN, PLACE 5 JEFFERSON COUNTY COMMISSION CANDIDATE, TO ADDRESS COUNCIL**

David Silverstein-County Commission Candidate

- Grew up on Rock Ledge Road
- Went to Vanderbilt University and Cumberland School of Law
- Left practice of law in 1994 and began working on The Summit
- Fortunate to work on other Summit projects
- Local projects: restoration of the Pititz building, Cahaba Village, brought one of the first Targets to Birmingham, and Whole Foods to Mountain Brook
- Over last 30 years, been involved in economic development in all phases
- Feels he brings qualifications needed for this position
- Worked on public/private partnership, created jobs, and enhanced tax revenue
- Goal is to give time to move the county forward
- Special Election will be July 18<sup>th</sup>

**2. INTRODUCTION OF SPECIAL GUEST-BOY SCOUT**

Russell Chambliss with troop 53

- Working on Communication Merit Badge

**3. MOUNTAIN BROOK SRO PROCLAMATION**

Stewart Welch-Mayor

- Presented the SRO proclamation to Chief Loggins and the Mountain Brook SROs

Jaye Loggings-Police Chief

- There are about 150 years of law enforcement in all 6 SROs
- Our SROs truly care about the kids and have great relationships with all of the kids
- They are an asset to department and community and are laying the groundwork in children's lives
- Introduced Mountain Brook SROs: Corporal Glen White (Crestline Elementary), Officer Daphne Horton (Cherokee Bend Elementary), Officer Ro Burrow (Brookwood Forest Elementary), Officer Tommy Tanner (Mountain Brook Elementary), Officer Richard Knecht (Mountain Brook High School), Officer Lance Ziska (Mountain Brook Junior High)

Lloyd Shelton-Council Member

- Inquired as to the program geared towards special needs citizens

Jaye Loggings

- Have a program called SNAP-which is a special needs program
- Citizens can sign up through app or on the webpage
- If a family member has a medical condition or need, they can flag the address so if a call go out to that address, the officer gets the alert
- This gives the responding officer a heads up when they are responding to the call so behaviors are not misinterpreted
- There is a waiver that allows them to share the information with the fire department

#### 4. PRESENTATION: CITIZEN SURVEYS RESULTS

Jason Morado-ETC Institute

- This is the 4<sup>th</sup> Community survey done at Mountain Brook
- The survey was administered by combination of mailed and online to randomly selected citizens throughout the city
- Sent out 2,500 surveys, received 417 (goal was to receive at least 400 back)
- Results at 95% level of confidence and has a margin of error of +/- 4.8%
- Residents have a very positive perception of city
- 99.5% (rounded to 100%) rated Mountain Brook as an excellent place to live
- 99% rated Mountain Brook as an excellent place to raise children
- Mountain Brook rated above the U.S. average in all 43 areas
- Customer service from city employees rated 52% above U.S. average
- 99% is satisfied with the overall quality of live
- 98% is satisfied with the overall appearance of the city
- 98% is satisfied with the overall quality of city services
- The lowest rating was traffic flow; however, it still received a positive rating with 65% positive and 15% negative
- These results are very similar to the last survey results
- Mountain Brook's rating have been among the highest in the country

#### 5. CONSENT AGENDA

Council President Virginia 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 June 12, 2023, regular meeting of the City Council

<b>2023-095</b>	SRO Proclamation	Exhibit 1
<b>2023-096</b>	Accept the additional services proposal with Gresham Smith for the Bridge replacement on Old Brook Trail bridge project	Exhibit 2, Appendix 1
<b>2023-097</b>	Authorize the installation of on (1) standard open bottom street light in the vicinity of 32-33 Country Club Boulevard	Exhibit 3, Appendix 2
<b>2023-098</b>	Authorize the last two (2) parking spaces on the Northern side of Montevallo Road leaving the city limits of Mountain Brook at/near Hollywood Boulevard as "Compact Car"	Exhibit 4, Appendix 3
<b>2023-099</b>	Ratify change order No. 1 for the Cherry Street, Euclid Avenue, Lorena Lane and Fairmont Drive drainage improvement project (B-20230109-838)	Exhibit 5, Appendix 4
<b>2023-100</b>	Authorize the creation of one (1) Police Officer position for the Police Department for the purpose of back-filling positions to be assigned as School Resource Officers (SRO) for the Mountain Brook Board of Education	Exhibit 6
<b>2023-101</b>	Accept the proposal submitted by Cotton State Media LLC (DBA Focus Creative Birmingham) and execute a social media and communications contract with Focus Creative Birmingham	Exhibit 7, Appendix 5
<b>2023-102</b>	Authorize the purchase of one (1) TruNarc Analyzer and two (2) cameras with accessories to be used by the Police Department using the Opioid Settlement Fund	Exhibit 8, Appendix 6
<b>2023-103</b>	Authorize the execution of a license agreement between the city and Canterbury United Methodist Church (CUMC)	Exhibit 9, Appendix 7
<b>2023-104</b>	Re-appoint Brooks Sanders to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 10, Appendix 8
<b>2023-105</b>	Re-appoint David Lyles to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 11, Appendix 9
<b>2023-106</b>	Re-appoint Andrew Hicks to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 12, Appendix 10
<b>2023-107</b>	Offer to eligible City employees continuing health insurance benefits (Retirement Window for City employees)	Exhibit 13, Appendix 11

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-096 through 2023-107), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Garner. The minutes, proclamation, and resolutions were then considered by the City Council. Council President Pro Tempore 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  
 William S. Pritchard III  
 Lloyd C. Shelton  
 Gerald A. Garner  
 Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-096 through 2023-107) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

**6. 2<sup>ND</sup> READING OF THE AMENDMENTS TO THE STORM WATER DETENTION ORDINANCE**

Virginia Smith-Council President

- (There were no public comments)
- Item moved to the July 10<sup>th</sup> Council Agenda

**7. CONSIDERATION: ORDINANCE NO. 2144 AMENDING SECTION 50-113 OF THE MOUNTAIN BROOK CITY CODE (PARKING OF OVERSIZED VEHICLES-COMPACT CAR) (EXHIBIT 15)**

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council Member Shelton 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard and was unanimously carried, as follows:

Ayes: Virginia C. Smith  
 William S. ("Billy") Pritchard III  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith  
 William S. ("Billy") Pritchard III  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Graham L. Smith



Nays: None

Council President Virginia Smith declared that the ordinance (No. 2144) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**8. COMMENTS FROM RESIDENCES AND ATTENDEES**

(There were no public comments)

**9. ANNOUNCEMENT**

Council President Virginia Smith announced the next regular meeting of the City Council is July 10, 2023, 7:00p.m.

**10. ADJOURNMENT**

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:48 p.m.

**11. CERTIFICATION**

I, Heather Richards, 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 A-108) on June 26, 2023, 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 July 10, 2023

---

**EXHIBIT 1**

**PROCLAMATION NO. 2023-095**

**WHEREAS**, the City of Mountain Brook is dedicated to making schools safe for all students, faculty, staff, and the communities they serve; and

**WHEREAS**, School Resource Officers are critical members of the educational community who dedicate their lives to keeping students and schools safe; and

**WHEREAS**, School Resource Officers have a direct impact on the students, schools, and community by ensuring the physical safety of all, building relationships with students and staff, and educating the schools and community on safety topics and needs; and

**WHEREAS**, School Resource Officers are trained in school-based law enforcement and emergency response and risk their lives without hesitation to ensure a safe learning environment for students and staff; and

**WHEREAS**, School Resource Officers provide an important bridge between youth, law enforcement, and the community; and

**WHEREAS**, Mountain Brook began its School Resource Officer program in 2006 with 1 officer, and the program grew to 2 officers in 2013, then increased again to 6 officers in 2018; and

**WHEREAS**, Mountain Brook has exceptionally trained, dedicated men and women in law enforcement who serve as school resource officers in our elementary, junior high, and high schools providing support and encouragement, and serving as role models, law-enforcement officers, and educators; and

**WHEREAS**, On June 5<sup>th</sup>, 2023 the Mountain Brook Police Department School Resource Officers received the award for Best SRO Team for the 2022-2023 school year at the 24<sup>th</sup> Annual Safe Schools Conference, presented by The Alabama Association of School Resource Officers (TAASRO);

**NOW, THEREFORE BE IT RESOLVED**, I Mayor Stewart H. Welch III of the City of Mountain Brook, Alabama, do hereby recognize the Mountain Brook School Resource Officers for faithfully serving the needs of the Mountain Brook School system; for protecting the students, staff, and community; and for being an example of respect and Mountain Brook pride each day.

---

**EXHIBIT 2**

**RESOLUTION NO. 2023-096**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the additional services proposal submitted by Gresham, Smith, in the form as attached hereto as Exhibit A, with respect to the Bridge replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek.

---

**APPENDIX 1**

**EXHIBIT 3**

**RESOLUTION NO. 2023-097**

**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 standard open bottom street light in the vicinity of 32-33 Country Club Boulevard 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 2**

---

**EXHIBIT 4**

**RESOLUTION NO. 2023-098**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the last two (2) parking spaces on the Northern side of Montevallo Road leaving the city limits of Mountain Brook at/near Hollywood Boulevard, in the map as attached hereto as Exhibit A, as “Compact Car Only” pursuant to Section 50-113 (Parking of oversized vehicles) of the Code of the City of Mountain Brook, Alabama.

**APPENDIX 3**

---

**EXHIBIT 5**

**RESOLUTION NO. 2023-099**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifying change order No. 1 (additional clearing, 2 junction boxes, and adding valley gutter) with respect to the Cherry Street, Euclid Avenue, Lorena Lane and Fairmont Drive drainage improvement project (Resolution No. 2023-036) (Project # B-20230109-838) in the amount of \$18,500.00 (Eighteen Thousand Five Hundred Dollars).

**APPENDIX 4**

---

**EXHIBIT 6**

**RESOLUTION NO. 2023-100**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Police Officer position (Class no. 06031, G17/10) for the Police Department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County for the purpose of back-filling positions to be assigned as School Resource Officers (SROs) for the Mountain Brook Board of Education.

**EXHIBIT 7**

**RESOLUTION NO. 2023-101**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Cotton State Media LLC (DBA Focus Creative Birmingham) and authorizes either the Mayor or the City Manager of the City to execute a social

media and communications contract, subject to such minor changes as may be determined appropriate by the City Attorney, with respect to the social media management, communications consulting, videography, photography, and graphic design services for Mountain Brook.

**APPENDIX 5**

---

**EXHIBIT 8**

**RESOLUTION NO. 2023-102**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the following purchases, for use by the Police Department, using the Opioid Settlement Funds:

- one (1) TruNarc Analyzer (\$33,781.08)
- two (2) cameras with accessories (\$8,778.80)

**APPENDIX 6**

---

**EXHIBIT 9**

**RESOLUTION NO. 2023-103**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a License Agreement, in the form as attached hereto as Exhibit A, between the City of Mountain Brook and Canterbury United Methodist Church (CUMC).

**APPENDIX 7**

---

**EXHIBIT 10**

**RESOLUTION NO. 2023-104**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Brooks Sanders is hereby re-appointed as a full voting member to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026.

**APPENDIX 8**

---

**EXHIBIT 11**

**RESOLUTION NO. 2023-105**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that David Lyles is hereby re-appointed as a full voting member to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026.

**APPENDIX 9**

---

**EXHIBIT 12****RESOLUTION NO. 2023-106**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Andrew Hicks is hereby re-appointed as a supernumerary member to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026.

**APPENDIX 10****EXHIBIT 13****RESOLUTION NO. 2023-107**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook (“City”), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
  - (a) have at least twenty (20) years of employment service with the City and are eligible to draw disability or normal retirement benefits from the Employees’ Retirement Systems of Alabama (RSA), or
  - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw disability or normal retirement benefits from the RSA, and
  - (c) retire from service during the period of July 31, 2023 through May 31, 2024, provided that the eligible employee gives written notice at least 30 days prior to their retirement date, and [with respect to (a) or (b) and (c) above]
  - (d) are eligible for continuing coverage through the Local Government Health Insurance Plan
  
2. Insurance Coverage - Each eligible employee electing to retire must meet all eligibility requirements established by LGHIP for such coverage during retirement. Coverage under the City’s group medical insurance plan will continue for the lesser period of:
  - (a) thirteen (13) years from the retirement date (In the event the retiree has not attained the age of 65 or otherwise eligible for Medicare after 13 years measured from their retirement date, the retiree may continue coverage under the City’s group medical plan until attaining Medicare eligibility, however, the retiree will be responsible for 100% of the retiree premium.)
  - (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),
  - (c) the date that the City no longer offers medical insurance to retirees, or

(d) until the retiree is determined to be no longer eligible for coverage under the City's group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree's premium to be paid by the City of Mountain Brook for individual or family coverage (Resolution No. 2022-155 dated October 10, 2022) is subject to change at the discretion of the City Council. The retiree's share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City's group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree's medical insurance contract should payment not be received by the City as prescribed above.
4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the "City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement" attached hereto as Exhibit A.

#### **APPENDIX 11**

---

#### **EXHIBIT 15**

---

documents were approved by ALDOT and FHWA. ALDOT's Environmental Technical Section (ETS) will submit for and obtain all required updated regulatory agency clearances needed for the re-approval of the environmental documents.

Bridge Redesign and Plans (Old Brook Trail over Little Shades Creek Bridge)

The bridge plans for the Old Brook Trail bridge are approximately 90% complete. The layout of the new bridge produced a conflict with an existing 21" diameter Jefferson County Environmental Services sanitary sewer trunk line that runs along the north side of Little Shades Creek. In coordination with Jefferson County, our engineers worked with the County to evaluate three sewer relocation alternatives. Due to the size of this sewer line and the complexity involved in the relocation of this main, Jefferson County and our engineers estimated that the cost for the design and construction of the sewer relocation would be approximately \$977,000 or more. After realizing the large and disproportionate (to the bridge) cost to relocate the sewer main, our engineers looked to see if there was a way that the bridge design could be modified to avoid the sewer relocation. Our team determined that by revising the layout and design of the northern abutment wingwalls and abutment slope, we could retain the existing sanitary sewer main. We propose to redesign the northern bridge abutment by shortening the length of the wingwalls on both sides of the road by approximately 16' and steepening the slopes adjacent to the bridge abutment wingwalls wall to 1.25H:1V. While this will require a re-design of the north bridge abutment, it will not only save the large cost of relocating the sewer main, but we believe that it may also reduce the construction cost of the bridge itself some as well due to the reduced quantity of concrete and reinforcing steel. Below is a summary of the estimated costs for relocating the sewer main vs. redesigning the bridge to avoid the sewer relocation

Option 1 - Relocate 21" Sanitary Sewer Main (continue with current bridge design)
Sanitary Sewer Design \$127,000
Sanitary Sewer Construction \$850,000
Total \$977,000 (if additional federal funding can be obtained for this, the City's 20% cost share of this would be \$195,400)

Option 2 - Redesign Bridge to Avoid Relocation of Sanitary Sewer Main
Design \$55,483 (bridge and geotech fee, does not include Environmental updates and other items not associated with redesign)
Construction \$109,000 (estimated cost reduction due to lower concrete and reinforcing steel quantities)
Sub-Total (\$53,517) (estimated cost reduction considering only bridge and geotech fee)
\$68,770 (add Environmental Update, Roadway Plans Update, and additional Utility Coordination)
Total \$15,253

For Option 2, the City can request additional Preliminary Engineering (PE) funding through the Birmingham MPO to cover 80% of the cost of the redesign work. We can assist the City with making that request to the MPO and providing additional information needed to support that request. With the currently proposed fee of \$124,253, the City's match of 20% would be \$24,851.

For Option 1, currently there is only \$100,000 in funding programmed for the utility relocation phase of this project. If additional federal funding could be secured through the Birmingham MPO for the sewer relocation, the City's additional

April 27-May 8, 2023

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

Subject: Additional Services Proposal (Supplemental Agreement #1)
ALDOT Project No. STPBH-3716(256)
Bridge Replacement on Old Brook Trail Over Little Shades Creek and
Bridge Rehabilitation on Canterbury Road Over Watkins Creek
Mountain Brook, AL
Gresham Smith Project No. 43695.C0

Dear Mr. Gaston:

Please find attached for your review a request for Supplemental Agreement No. 1 for updating the environmental document additional utility coordination, updating the geotechnical recommendations, and roadway and bridge plan revisions on the above referenced project. The tasks included in this Supplemental Agreement are:

Update Environmental Documents

Due to the delays in acquiring the needed right of way, securing utility relocation agreements, and design revisions that are needed to reduce construction costs, the approvals for the environmental documents for both bridges will expire before the project is authorized by ALDOT and FHWA for construction. ALDOT and FHWA require that both environmental documents be re-evaluated and re-approved before the project can be constructed. The environmental document for the Old Brook Trail site is a Categorical Exclusion (CE) with an approval date of 4/23/20. The environmental document for the Canterbury Road bridge site is a Type I Programmatic Categorical Exclusion (PCE-1) with an approval date of 11/15/19. Re-evaluation of the environmental documents is needed before utility relocation or construction can be authorized to begin. This authorization must be approved within 6 months of an approved re-evaluation.

Gresham Smith will provide to ALDOT a statement of any changes to the design/scope of work, and a narrative of modifications with annotated plans detailing all applicable changes that have occurred since the original environmental

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

Genuine Ingenuity

Mr. Sam Gaston
April 27-May 8, 2023

cost (20%) for the sewer relocation alternative would be approximately \$195,400. If additional federal funding could not be secured, the City would have to pay the entire amount of the sewer relocation, since Jefferson County is considered a reimbursable utility for federal/ALDOT funded transportation projects.

The new bridge will also require the relocation of an existing Birmingham Water Works Board (BWWB) water main that currently runs along the edge of the existing road and under the creek. Based on previous discussions, BWWB requested, and ALDOT and the City of Mountain Brook have approved, suspending the relocated water main underneath the new bridge, between two of the interior girders so that it cannot be seen by motorists along Old Brook Trail. Because the bridge plans were already developed to 90% before the decision was made to suspend the water main under the bridge, our bridge engineers will be required to make design and plan revisions to the bridge deck and abutment walls to accommodate the relocation of the water main under the bridge.

Additional Geotechnical Services

As part of the bridge redesign to avoid the sanitary sewer relocation described above, we will need to modify the slopes on the north side of the creek adjacent to the bridge abutment wingwalls by steepening the slopes to approximately 1.25H:1V. Gresham Smith's Geotechnical subconsultant, United Consulting, will develop and provide a design for a mechanically stabilized abutment slopes. United Consulting will provide a report as well as design details for this mechanically stabilized slope that will be submitted to ALDOT for review and approval. United Consulting's proposal for their additional geotechnical services is included in this proposal. It is our understanding that ALDOT Bridge Bureau will approve the bridge redesign to avoid the sanitary sewer as described in this proposal after ALDOT Materials & Tests Bureau approves United Consulting's recommendation for a steeper, mechanically stabilized slope. It is our understanding that ALDOT Materials & Tests will approve the steeper, mechanically stabilized slope if the Factor of Safety for the slope stability is shown to be 1.3 or greater. From the ALDOT Procedure for Conducting Subsurface Investigation and Foundation Reports: "The factor of safety for stability of the embankment must be equal to or greater than 1.3 or 1.5 if a structure is involved."

Update Roadway Plans

Gresham Smith will make the necessary revisions to the roadway plans resulting from the redesign of the bridge to avoid the sanitary sewer relocation and suspend the relocated water main under the new bridge. Gresham Smith will also update the roadway plans to ALDOT's current (2023) Standard Drawings, Specifications and pay items. Roadway Plans updates are anticipated to include:

- Updating title sheet, index sheet, listing of ALDOT Standard Drawings, and project notes
Updating to most current ALDOT standard traffic control plan notes
Revising typical section sheets to add a detail for the slopes adjacent to the shortened abutment wingwall.
Revising plan profile sheet for steepened slopes on north side of Little Shades Creek
Reviewing and updating all roadway pay items and quantities per current ALDOT Standard Specifications and pay items
Updating roadway and bridge pay items and quantities based on bridge design revisions
Updating plan sheets and erosion and sediment control plans to reflect revised bridge north abutment layout and other related revisions
Update sequence of construction to address sequencing of installation of relocated water main

- Update utility sheets to show relocated water main and other relocated utilities as determined in utility coordination
Update earthwork calculations and quantities based on re-designed north bridge abutment and slopes

Additional Utility Coordination

Our utility coordination efforts to date have been difficult and time consuming. Most of the utility companies have been unresponsive to our coordination efforts, and several have changed project managers or contacts one or more times, requiring us to make additional resubmittals and duplicate previous utility coordination. Due to these additional resubmittals and duplicate coordination, we have exceeded our original budget for utility coordination services (see Task A in the Utility Coordination section of the fee proposal). Additional utility coordination is needed to determine utility conflicts and to secure any needed utility relocation agreements from utility companies that must relocate their utilities to accommodate this project (see Task B in the Utility Coordination section of the fee proposal).

One of the more significant utility coordination efforts to date was with Jefferson County Environmental Services regarding a large 21" diameter sanitary sewer trunk line that was in conflict with the new bridge abutment. Our team coordinated extensively with Jefferson County to develop three sewer relocation alternatives and preliminary cost estimates. As stated above, when we discovered the extensive sewer relocation cost, we looked into bridge redesign alternatives that could eliminate the need to relocate the sewer main. We determined that by redesigning the north bridge abutment, we can avoid relocating the sewer main. Once the bridge abutment is redesigned, we will need to secure a no conflicts letter from Jefferson County.

Another significant coordination effort to date has been with Birmingham Water Works Board (BWWB). BWWB determined that their existing water main conflicts with the new bridge construction, and they requested that the relocated water main be suspended beneath the bridge. Gresham Smith coordinated with BWWB, ALDOT and the City to reach a consensus to suspend the relocated water main under the bridge, between two of the interior girders so that it cannot be seen by motorists on Old Brook Trail. It is our understanding that BWWB still needs to complete the engineering and design work for the water main relocation, and additional coordination is needed to determine how the water main relocation will be sequenced with the bridge construction and whether the water main relocation will be done by BWWB or included as part of the bridge construction project. Based on this additional coordination, BWWB will need to prepare and submit a utility agreement for review and approval by ALDOT and the City.

Additional coordination is needed with Alabama Power Company, AT&T and Spire as well to determine if their facilities will require relocation, and, if so, obtain utility agreements for those relocations.

We are requesting additional fee for the additional utility coordination work generally described above. More specifically, Gresham Smith will work to complete the following items:

- Submit redesigned plans to Jefferson County Environmental Services and coordinate with them as needed to secure a no conflicts letter.
Continue to coordinate with BWWB on the water main relocation. The sequencing of the water main relocation work relative to the bridge construction work also needs to be worked out with BWWB and ALDOT. Gresham

Mr. Sam Gaston
April 27-May 8, 2023

Smith, BWVB and ALDOT need to determine the sequencing of the water main relocation and whether the work will be done by BWVB or included as part of the bridge construction project. Obtain, review and submit the appropriate utility agreement to ALDOT and the City for approval.

3. Complete coordination of needed underground power relocation with Alabama Power Company and obtain, review and submit the needed utility agreement to ALDOT and the City for approval.
4. Secure approval of utility relocation agreement for Spire.
5. Complete coordination of needed telecommunications pedestal relocation with AT&T and obtain, review and submit the needed utility agreement to ALDOT and the City for approval.
6. Submit redesign plans to Charter and coordinate with them as needed to secure a no conflicts letter.
7. Coordinate all needed utility relocations and utility agreements with ALDOT as needed.

Our utility coordination effort is largely controlled by the utility companies' responsiveness to our coordination submittals and completing their relocation designs and relocation agreements in a timely manner. We have included our best estimate of our additional utility coordination effort needed to secure the required utility relocation agreements or no conflicts letters. If we experience continued delays with the utility coordination work that results in us reaching our estimated utility relocation fee amount, we will request additional funding to complete the utility coordination work at that time.

**Exclusions**

1. Performing additional environmental technical studies. These should not be required per ALDOT.
2. Requesting regulatory agency clearance letters. ALDOT will perform this work.
3. Coordination with Cahaba River Society or other organizations.
4. Public involvement materials and meetings.
5. Additional re-evaluations of either environmental document due to project delays
6. Additional Bridge design and plans for the Canterbury Road bridge rehabilitation.
7. Additional design or coordination related to contractor site access.
8. Additional hydraulic studies or updates to the No Rise determination previously obtained.

**Compensation**

Below is a summary of the additional fees requested for the additional work described above. These fees are based on completing the scope of work by June 2025.

Scope Item	Additional Fee Amount
Update Environmental Documents	\$7,372
Bridge Redesign and Plans	\$45,009
Additional Geotechnical Recommendations	\$10,474
Update Roadway Plans	\$25,864
Additional Utility Coordination	\$35,534
<b>Total</b>	<b>\$124,253</b>

The above additional fees will continue to be invoiced on a cost-plus basis in accordance with our original agreement.

**Gresham  
Smith**

Attached is a detailed fee proposal for the additional services. This will need to be submitted to and approved by ALDOT's East Central Region Office.

If you have any questions or would like to discuss this supplement request further, please don't hesitate to contact me at 205.298.9229 or by email at matt.williams@greshamsmith.com.

Sincerely,

Matt Williams, P.E.  
Project Manager

Blair Perry, P.E.  
Principal/Alabama State Transportation Leader

Attachments      Fee Proposal  
Copy                Ronnie Vaughn - City of Mountain Brook

APPENDIX 1

**Gresham  
Smith**





Street light 32-33 Country Club Blvd.  
1 message

Rocker, Telra Shanae <TSROCKER@southernco.com>  
To: Janet Forbes <forbesj@mtnbrook.org>

Thu, Jul 6, 2023 at 2:16 PM

Janet,

Alabama Power will be installing a 100w HPS streetlight at 33 Country Club Blvd. The charge will be about 11.72 billed monthly to the City of Mountain Brook. No contract is needed for this light.

Best,

Telra Rocker

Community Relations Specialist

600 18<sup>th</sup> St. N

Birmingham, AL 35203

205-407-2839

tsrocker@southernco.com



SAM S. GASTON  
CITY MANAGER

June 14, 2023

Dear Resident,

The City of Mountain Brook has received a request to place a street light on an existing utility pole between 32-33 Country Club Blvd. (See attached map.) This light, if approved, will extend over the alley or parallel with the alley.

The Mountain Brook City Council will consider this street light request at its June 26<sup>th</sup> meeting which will begin at 7:00pm. You are invited to attend to provide your comments on this proposed street light. If you cannot attend on June 26<sup>th</sup>, but would like to have input, please feel free to contact me at (205) 802-3803 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org).

Sincerely,

Sam S. Gaston  
City Manager

APPENDIX 2

<https://mail.google.com/mail/u/0/?ik=6e5425808a&view=pt&search=all&permthid=thread-f1770699871337735383&siml=msg-f1770699871337735383> 1/1



SAM S. GASTON  
CITY MANAGER

June 14, 2023

Dear Resident,

The City of Mountain Brook has received a request to place a street light on an existing utility pole between 32-33 Country Club Blvd. (See attached map.) This light, if approved, will extend over the alley or parallel with the alley.

The Mountain Brook City Council will consider this street light request at its June 26<sup>th</sup> meeting which will begin at 7:00pm. You are invited to attend to provide your comments on this proposed street light. If you cannot attend on June 26<sup>th</sup>, but would like to have input, please feel free to contact me at (205) 802-3803 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org).

Sincerely,

Sam S. Gaston  
City Manager



Customer Legal Name: City of Mountain Brook, DBA: 33 Country Club Blvd, Service Address: 0 STREETLIGHTS, UNREG NESC LIGHTS BIRMINGHAM AL 35213, Mailing Address: P.O. Box 130009, Birmingham, AL 35213, Email: Gastons@mtnbrook.org, Tel: 205-802-3803, AR Tel: , Tax ID: , Business Description: Municipal

Equipment table with columns: Qty, Units, Type, Description, OH/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$)\*, Estimated Monthly Charge (\$)\*. Row 1: 1, 35, Area, Gray LED 3500-5000 Lumens 4000K, OH, UM, \$6.69, \$0.78, \$7.47. Monthly Total: \$7.47

Project Note: To add light to existing pole in alley behind 32 - 33 Country Club Blvd. Initial Term: 36 months, Prepaid Amount: \$ 0.00

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: [Signature], Date: 6-26-23, Sign Here: [Signature], Date: [Blank]

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

Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will 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 facilities, unless expressly noted otherwise in "Project Notes". Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment. 2. Install 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 or security agreement relating to the Equipment and agrees that APC may record these documents. APC does not represent or warrant that the Equipment is free of any liens or other claims against it. Customer agrees to indemnify and hold APC harmless from and against all claims, damages, costs, expenses, or liability (including actual attorneys' 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. 3. Term. The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notices is P.O. Box 2941, Birmingham, Alabama 35203. 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 Activity. 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 (together, 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 Dig Law. Because APC Activity may require excavation not subject to the Alabama's Underground Protection Legislation (Ala. Code §§ 37-15-1 - 37-15-11) "Dig Law", Customer must mark any private utility facility (e.g., gas, water/sewer line, irrigation facility, low voltage data/communication line) or other underground obstruction at the Premises that is the subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private utility 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, unutilized soil, underground obstruction, archeological artifact, buried ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, in its sole discretion, may stop all APC Activity until Customer either remedies the 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 this Agreement's 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 1-800-292-8625; 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 this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-438-5787. 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 needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, triple, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages or 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 all parties and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' 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 each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, releases Customer of its Agreement obligations. Customer must provide advance notice of a change in control of, 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 to any extent, the rest of that provision and all other provisions remain effective.

Richardson, Robert Edward <ROBERICH@SOUTHERNCO.COM> on behalf of Richardson, Robert Edward  
Wednesday, June 14, 2023 12:43 PM  
Sam Gaston; Rocker, Teira Shanae; Jackson, Kimberly L.  
Cc: Janet Forbes  
RE: 32-33 Country Club Blvd  
FIELD NOTES.png  
Here is a map I made.  
Price for standard open bottom (if they have any in stock) - 100 w HPS open bottom - \$11.72 per month.  
My group only handles the LED lights but Teira can help get an order issued if you decide to go this route.  
Thanks,  
From: Sam Gaston <sgastons@mtnbrook.org>  
Sent: Wednesday, June 14, 2023 9:48 AM  
To: Richardson, Robert Edward <ROBERICH@SOUTHERNCO.COM>; Rocker, Teira Shanae <TSROCKER@southernco.com>; Jackson, Kimberly L. <KJACK@southernco.com>  
Cc: Janet Forbes <forbes@mtnbrook.org>  
Subject: 32-33 Country Club Blvd  
EXTERNAL EMAIL - Caution: Opening Links or Files  
Can you get me back a revised map today?  
Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
55 Church Street  
P.O. Box 30909  
Mountain Brook, AL 35213  
(205) 802-3803 Phone  
www.mtnbrook.org/jmtnbrook.org



Mountain Brook Police Department  
 Chief Jaye Loggins  
 101 Tibbett Street  
 Mountain Brook, Alabama 35213  
 Phone: 205.879.0486  
 Fax: 205.802-2415

**MINUTE BOOK 93**

May 30, 2023

Mountain Brook City Council  
 City Manager Mr. Sam Gaston  
 56 Church Street  
 Mountain Brook, AL 35213

Greetings,

As Chief of Police, I am submitting this letter as a recommendation and authorization to declare the last two parking spaces on the Northern side of Montevallo Road leaving the city limits of Mountain Brook at/near Hollywood Blvd as "Small Car Only". It has been determined that the vision of persons exiting Brookhill Condominiums is obstructed when larger types of vehicles are parked in the two spaces. It is believed that the "Small Car Only" designation of the two parking spaces will allow those exiting from Brookhill Condominiums to have greater sight distance of Montevallo Road in order to enter the intersection to complete a turn onto Montevallo Road. I request that proper signage be authorized to properly mark the two identified spaces as "Small Car Only". The recommendation and authorization is based off of Mountain Brook City Ordinance Sec. 50-113. I have included the city ordinance with this letter for your convenience. I have also included a map of the intersection indicating the spaces to be changed marked with a red colored "x". Thank you in advance for your attention to this matter.

Sincerely,

Jaye Loggins  
 Chief of Police

Sec. 50-113. - Parking of oversized vehicles.

(a) Parking restrictions authorized. The chief of police of the city or his designee shall be and hereby is authorized to limit, restrict, or regulate the type of vehicle that is authorized to use public parking places, spaces, or lanes if the chief of police or his designee shall determine that the size, configuration, angle, or location of the public parking lane, space, or place cannot accommodate vehicles of certain types, sizes, or dimensions without impairing or adversely affecting public safety or convenience. Upon identifying said public parking places, spaces, or lanes, the chief of police shall be and hereby is authorized to mark or indicate by appropriate signage, lettering, painting, striping, or other customary means of providing such notice of the restriction, limitation, or prohibition that shall apply to the parking place, space, or lane.

(b) Violations. It shall be a violation of the terms of this section for an operator of a motor vehicle to park, stop, or stand a vehicle that does not conform to the restrictions, limitations, or prohibitions in a public parking place, space, or lane designated and marked as heretofore described.

(Code 1996, § 12-65.7; Ord. No. 1544, §§ 1—3, 8-12-2002)

APPENDIX 3







**EXECUTIVE SUMMARY**

The table below illustrates results prior to and following engagement with Focus Creative Group. From December 1 to May 31, the City of Mountain Brook social media platforms had a significant increase in followers. On Facebook, there was 752.48% growth with 1,202 new followers, and the Instagram account gained 319 new followers. Across both accounts, over 51,000 people were reached. Additionally, the number of page visits were higher on both Facebook and Instagram - 130% more visits on Facebook and 137% more Instagram profile visits.

	JUNE 1, 2022 – NOVEMBER 30, 2022	DECEMBER 1, 2022 – MAY 31, 2023	PERCENT CHANGE
<b>Total Posts</b>	<b>28</b>	<b>154</b>	<b>450.00%</b>
<b>FACEBOOK</b>			
<b>New Followers</b>	<b>141</b>	<b>1,202</b>	<b>752.48%</b>
<b>Page Reach</b>	<b>28,567</b>	<b>41,120</b>	<b>43.94%</b>
<b>Page Visits</b>	<b>3,310</b>	<b>7,623</b>	<b>130.30%</b>
<b>INSTAGRAM</b>			
<b>New Followers</b>	<b>44</b>	<b>319</b>	<b>625.00%</b>
<b>Page Reach</b>	<b>1,495</b>	<b>10,482</b>	<b>601.14%</b>
<b>Page Visits</b>	<b>914</b>	<b>2,164</b>	<b>136.76%</b>

**NEW PROPOSAL**

- 3 social media posts per week with accompanying graphic. These will exclude City Council Meetings, AmWaste announcements, and any road closure / construction updates. We will give Janet a template or generic graphic to use for these topics.
- 1 video per month
- 1 press release per month
- Focus Creative group will remain on retainer for crisis communications
- 1 year contract @ \$5,000 per month.



Mountain Brook Police Department  
 Chief Jaye Loggins  
 101 Tibbett Street  
 Mountain Brook, Alabama 35213  
 Phone: 205.879.0486  
 Fax: 205.802-2415

MINUTE BOOK 93

Sales Quotation

Order Number	Created Date	Exp. Delivery Terms	Page
0030023	06/20/2023	ARO	1/8
Contact	Phone	Payment Term	Valid To
Scott Fitzpatrick	(878) 777-2874	Net 30	12/28/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.  
 2 Redcliff Rd  
 Tewksbury, Massachusetts 01876  
 United States

June 21, 2023

Mountain Brook City Council  
 City Manager Mr. Sam Gaston  
 56 Church Street  
 Mountain Brook, AL 35213

Greetings,

I am submitting this letter as a request for equipment purchases using the Opioid Settlement Funds. The purchases requested are for one TruNarc Analyzer and two cameras with accessories.

We currently utilize a TruNarc for rapid identification of suspected illegal substances to include fentanyl and other dangerous narcotics. The device we currently have in service was purchased in 2015 with an ERS of 5 years. The unit is also showing signs of failure and has been to the manufacturer for repair twice since 2020. ERS funds have been requested for FY24 budget to replace this capital item. The cost of the TruNarc Analyzer is \$33,781.08.

Evidence Technicians routinely use cameras to document the process of analyzing and packaging drug evidence for criminal prosecution as dictated by Department Policy and industry best practices. In addition, cameras are used to document drug related crime scenes. Historically we have purchased cameras from the Miscellaneous Evidence Supplies budget and they have not been added to the ERS. We currently have two cameras that incorporate technology that is more than 10 years old. The advances in camera technology provide better picture quality and also a more user friendly platform to produce the higher quality images. The cameras themselves are beginning to show signs of heavy use and need to be replaced. It was planned to purchase these cameras in the FY24 budget. The cost for two cameras and accessories is \$8,778.80.

The use of the equipment for drug related enforcement meets any restrictions placed on the use of the allocated funds. Thank you for any and all consideration. I will be available for questions.

Sincerely,

Jaye Loggins  
 Chief of Police

Submitted To:  
 Thomas Boulware  
 Lieutenant  
 Mountain Brook Police Dept  
 101 Tibbett Street  
 Mountain Brook, Alabama 35213-3714  
 United States  
 Phone: 205-802-3862  
 Email: boulware@mtnbrook.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:  
 Contact: Scott Fitzpatrick  
 Phone: (878) 777-2874  
 Fax:  
 Email: scott.fitzpatrick@thermo.com  
 Additional instructions, terms & conditions on last page

GSA Contract No. GS-47F-6099R  
 Contract period: March 28, 2010 - September 28, 2025  
 SIN 334619  
 SIN 338999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:  
 "This order is placed under GSA contract number GS-47F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	800-01015-01	TruNarc, Unlimited, Warranty - 5 Yrs	USD 35,300.00	8.30%	USD 33,077.08	1.00	USD 33,077.08
	GSA Item	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.					
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	0.00%	USD 704.00	1.00	USD 704.00
	GSA Item	TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Blocks and 100 Solution Vials with Ethanol. Note that because of the Ethanol,					

APPENDIX 6

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.



Page 1 / 8

Open Market Item this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

3.00	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	USD 1,880.00	100.00%	USD 0.00	1.00	USD 0.00
------	--------------	---	--------------	---------	----------	------	----------

Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 6th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

Subtotal: USD 37,894.00  
 Discount: USD 4,112.92  
 Total: USD 33,781.08

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instrument attached hereto (the "Terms and Conditions") shall supersede any printed terms and conditions, in their entirety, contained in any purchase order. Conditions shall exclusively govern the transaction(s) contemplated hereby.

Signature of authorized company representative \_\_\_\_\_ Date \_\_\_\_\_ Phone# \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Email \_\_\_\_\_

Model # \_\_\_\_\_ Amount + SH \_\_\_\_\_ Purchase Order \_\_\_\_\_

E-mail to: \_\_\_\_\_ Fax to: 1-877-480-2868

PAIGlobalCustomerService@thermo.com

Order Processing Address: scott.fitzpatrick@thermo.com  
 Thermo Scientific Portable Analytical Instruments Inc  
 2 Redcliff Road  
 Tewksbury, MA 01876

Remit check Payment To:  
 Thermo Scientific Portable Analytical Instruments Inc  
 PO Box 415918  
 Boston, MA 02341-415918

Payment Details

Method of Payment:  Net 30 (Attach Credit Application & Credit References)  Sales Tax Application  Yes Apply Sales Tax  No  
 Credit Card  No  
 Check  
 Wire Transfer

\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*

Important Note: Please Issue POs to Thermo Scientific Portable Analytical Instruments Inc  
 Federal Tax ID No.: 01-0650031  
 CAGE CODE: 392A9  
 DUNS #: 11-289-3131  
 Bank of America ABA# for Wire Payments: 026 009 593  
 Bank of America ABA# for ACH Payments: 111 000 012  
 Beneficiary Account Number: 4428643850



**Address Verification**  
 Please make corrections if necessary below:  
 Bill to:  
 101 Ttboat Street  
 Mountain Brook, Alabama 35213-3714  
 United States

Ship to:  
 100 Ttboat Street  
 Mountain Brook, Alabama 35213-3714  
 United States

**MINUTE BOOK 93**

779

**Additional Options / Accessories**

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

---



---



---

SKU	QTY	DESCRIPTION	PRICE
NKZ8	1	Nikon Z8 body	3996.95
NKZ5	1	Nikon Z5 body	996.95
US1688495	1	Nikkor 24-70 f/4 S lens	705.00
NKZ247028	1	Nikkor 24-70 f/2.8 S lens	2096.95
FPLFSMMINLNK	2	Flashpoint Zoom Li-Ion Mini TTL R2 flash (159.00/per)	318.00
NKZMAFTZM2	1	Nikon FTZ II adapter	249.95
INKENEL15C	6	Nikon EN-EL15c batteries (69.00/per)	414.00
TOTAL (Not Incl Shipping)			8778.80

APPENDIX 6

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence. Page 4/8

ThermoFisher SCIENTIFIC

**Adorama**

800-223-2500

**Your saved cart is waiting!**

You have some great stuff in your shopping bag.

-   
**100% SECURE SHOPPING**
-   
**FREE EXPEDITED SHIPPING**  
ON THOUSANDS OF PRODUCTS\*
-   
**EASY EXTENDED RETURNS**




[VIEW YOUR CART](#)

**Product Information**

- 
**Nikon NIKKOR Z 24-70mm f/4 S Lens for Z Series Mirrorless Cameras**
Qty: 1  
\$ **705.00**
- 
**Nikon Z8 Mirrorless Digital Camera Body**
Qty: 1  
\$ **3,996.95**

Package Includes:

  - Nikon Mount Adapter FTZ II
- 
**Nikon NIKKOR Z 24-70mm f/2.8 S Lens**
Qty: 1  
\$ **2,096.95**

- 
**Flashpoint Zoom Li-Ion Mini TTL R2 Flash For Nikon (V350N)**
Qty: 2  
\$ **159.00**
- 
**Nikon Z5 Full Frame Mirrorless Camera Body**
Qty: 1  
\$ **996.95**
- 
**Nikon EN-EL15c 7V 2280mAh Rechargeable Lithium-Ion Battery**
Qty: 6  
\$ **69.00**

[VIEW YOUR CART](#)

**Questions? Comments?**

We're happy to help! Contact us by:

Phone: 800-223-2500

Email: [custserv@adorama.com](mailto:custserv@adorama.com)

**CUSTOMERS LIKE YOU ALSO BOUGHT:**

[View As Webpage](#)

To make sure our email updates are delivered to your inbox, please add  
[info@adorama.com](mailto:info@adorama.com) to your email address book or white list.

Products are subject to price change and availability. Not responsible for  
typographical errors. Copyright © Adorama Camera, Inc. All Rights  
Reserved.

**Adorama**

APPENDIX 6



JEFFERSON COUNTY }
STATE OF ALABAMA }

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered by and between Canterbury United Methodist Church, (the "Church"), and City of Mountain Brook, Alabama (the "City").

WITNESSETH:

WHEREAS, the Church owns improved real property that is located in the City of Mountain Brook, Jefferson County, Alabama and is near the intersection of Overbrook Road and Pine Crest Road (the "Property");

WHEREAS, Overbrook Road is a public street, and the pertinent part of Pine Crest Road that is shown on the attached Exhibit A (which is incorporated by reference) is a private street that is owned by the Church and part of its Property;

WHEREAS, the City has undertaken a drainage improvement project on property which lies north of the Church, which said conveyance system includes the drainage facility running under Pine Crest Road and on property upon which the Church is located;

WHEREAS, part of the drainage improvement project involves lining an existing metal corrugated arch pipe which lies under Pine Crest Road, in order to more efficiently convey stormwater drainage through the existing stormwater system and mitigate flooding which currently occurs in a significant rain event along such private portions of Pine Crest Road;

WHEREAS, in order to benefit its further benefit citizens of the City and the Church, the Parties desire that the City, at its cost, line the pipe which runs under Pine Crest Road and undertake related improvements as set forth on Exhibit A (the "Pine Crest Drainage Improvements" or "Improvements"); and

WHEREAS, subject to terms, conditions and understandings in this Agreement, the City agrees to construct, and the Church grants the City a license to undertake the Improvements on the Property.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The Church grants the City a license for its employees (or its contractors) to enter the Property and utilize that portion of it that lies on or about the intended location of the Pine Crest Drainage Improvements for all purposes reasonably related to the construction of the

Improvements (the "License"). The Church understands that this is a non-invasive project meaning that no major excavation will be necessary. The contractor will need to access to adjacent property, primarily on the downstream side of the existing pipe, to make the Improvements using equipment for pumping, mixing concrete, for parking of related vehicles and for other Improvement related purposes. No other uses of the Property are authorized.

2. The City agrees and acknowledges that this Agreement grants it only a license, not any interest, title, permanent right or estate in the Property. Further, the City agrees to not claim any permanent interest in the area in which the Improvements are constructed by entering into this Agreement or constructing the Improvements.

3. During the period in which the Improvements are being constructed, the City may store equipment and supplies in or near the area being improved; provided that (i) the City will keep that area reasonably neat, (ii) the City's construction operations will not interfere with the operations of the Church and (iii) upon completion of its work, the City will remove all equipment, supplies and construction debris from the Property and restore any site conditions to a condition that is reasonably consistent with that existing before the Improvements are constructed.

4. The License granted herein shall expire, and this Agreement will terminate, at the earliest of the following: (i) the date on which the City completes its project to construct the Improvements; or (ii) one year following the Effective Date of this Agreement.

5. The City agrees to perform its operations related to construction of the Improvements in compliance with applicable federal, state and local laws, ordinances and regulations.

6. The City shall not permit any mechanic or materialman's lien to be filed against the Property or the Church concerning the Improvements by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct the Improvement (collectively, a "Lien"). If such a Lien is filed, then the City, after notice of its filing, promptly shall cause the same to be discharged by depositing adequate funds in court, issuing a bond, or otherwise taking appropriate action that are reasonably satisfactory to the Church.

7. In the event that any demand, claim, suit, cost, expense, damage or liability (including attorney's fees) or legal action is brought against the Property, the Church, its representatives, agents, employees, successors or assigns, which arises out of this License Agreement or the City's work on the project, the City agrees to defend, indemnify and hold the Church and Property harmless in the event of any such demand, claim, suit, cost, expense, damage or liability (including attorney's fees) or legal action.

8. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all Parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of a Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of

APPENDIX 7

that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(d) This Agreement contains the complete agreement of the Parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature.

(f) The Parties represent to each other that any approval required by its organization or other action required it to enter this Agreement have been taken, and that their undersigned representatives have full authority to execute this Agreement and bind their respective organizations to the obligations herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned, duly authorized representative of their respective organization.

ATTEST:
City Clerk
CITY OF MOUNTAIN BROOK, ALABAMA
By: [Signature]
Its: Mayor
Date: 6-26-23

WITNESS:
CANTERBURY UNITED METHODIST CHURCH
By:
Its:
Date:

EXHIBIT A - PROJECT PLANS

See attached.





Tyler Slaten  
Senior Planner  
55 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802-3811  
Fax: 205.879-6913  
slaten@mtnbrook.org  
www.mtnbrook.org

DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Brooks Sanders' BLD term expired on June 22, 2023; Ms. Sanders has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that she renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.



CITY OF MOUNTAIN BROOK

Tyler Slaten  
Senior Planner  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3811  
Fax: 205.879.6913  
slaten@mtnbrook.org  
www.mtnbrook.org

MINUTE BOOK 93

DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

David Lyles' BLD term expired on June 22, 2023; Mr. Lyles has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.

APPENDIX 9



Tyler Slaten  
Senior Planner  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802-3811  
Fax: 205.879-6913  
slaten@mtbrook.org  
www.mtnbrook.org

DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Andrew Hicks' BLD term expired on June 22, 2023; Mr. Hicks has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.

CITY OF MOUNTAIN BROOK RETIREE MEDICAL INSURANCE MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT (Resolution No. 2022-082 Adopted June 13, 2022)

RETIREE MEDICAL INSURANCE MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT

Whereas, the City of Mountain Brook, Alabama ("the City") offers qualifying employees that wish to retire access to the City's group medical insurance plan; and

Whereas, the City of Mountain Brook has adopted Resolution No. 02-072 making such continuing medical insurance offer open-ended (unless repealed by formal City Council action) for those employees of any age with at least 30 years of employment service with the City or for those employees age 60 and over with at least 15 years of employment service with the City; and

Whereas, periodically the City of Mountain Brook considers opening windows of opportunity for employees to retire and participate in the City's group medical insurance plan for employees of any age with at least 20 years of employment service with the City or for those employees age 60 and over eligible to draw disability or normal pension benefits with at least 10 years of employment service with the City; and

Whereas, employees that elect to retire and to participate in the City's group medical insurance plan do so with the following understandings and stipulations:

- 1. The duration of retiree medical insurance coverage shall last from the date of retirement until the following [earliest] date or event: a) thirteen (13) years from the date of retirement, b) until the retiree becomes eligible for Medicare coverage... 2. Retirees who, by whatever occasion, become eligible for Medicare coverage are required to notify the City of such eligibility... 3. Retirees are required to pay (in advance on or before the first day of each month) a portion of the retiree medical premium.

- 4. The retirees' portion of the medical insurance premium is determined by the City and is subject to change periodically. Generally, retiree premiums are set by the City between November and December for the upcoming calendar year... 5. Currently, the City offers medical insurance coverage through the Local Government Health Insurance Plan (LGHIP).

As evidenced by my signature below, I hereby profess and proclaim the following:

- 1. I have read and understand the aforementioned summary provisions of the City's group medical insurance plan with respect to my participation as a retiree of the City. 2. I understand that it is my sole responsibility to read and understand the administrative rules and other official literature concerning the LGHIP... 3. The City of Mountain Brook shall not be responsible for any financial or other loss that I may suffer as a result of a) my participation in the City's group medical insurance plan made available to me as a retiree or b) the subsequent cancellation of my coverage under said plan for cause as determined by SEIB or the City.

By: (Employee signature)

(Printed name)

Date signed:

Effective date of retirement:

APPENDIX 11



CITY OF MOUNTAIN BROOK P. O. Box 130009 Mountain Brook, Alabama 35213-0009 Telephone: 205.802.2400 Facsimile: 205.874.0611 www.mtbrook.org

To: Sam Gaston, City Manager cc: Mayor and members of the City Council From: Steven Boone Date: June 23, 2023 Re: Retirement window analysis

Analyzing the financial implications of Early Retirement Incentive (ERI) programs is highly complex. The tendency is to compare cost savings from replacing senior personnel at the higher end of the salary schedule with entry level personnel taking into account the higher cost of retiree medical insurance. This approach does not take into consideration the costs of recruitment, training, overtime and/or the possible use of contractors during the transition period, lost institutional knowledge, and the effects on the post-employment benefit and pension plans (both of which require actuarial analysis).

That being said, looking solely at the cost differential between a retiring firefighter/police officer and entry level person follows:

Table with 5 columns: Year, Net Retiree Medical Premium, Longevity & Benefit (Savings), Net Salary & Benefit (Savings), Annual (Savings) Cost. Rows include Family Net Monthly Cost, Medical trend & Inflation, and years 1-13.

Net present value discounted at 2% \$ 736

Note: The above illustration represents the aggregate cost (savings) over a 13-year period assuming medical costs increase at 5% annually. The results improve the shorter the period the retiree qualifies for medical coverage and as the salary of the retiring employee increases (see also below).

Running the same analysis assuming a retiring employee at grade 26 step 10 and new hire at grade 19, step 1, the cost savings increases significantly due to the larger wage disparity between the retiree and new hire reduced for the multiple pay step increases employees will receive due to promotions resulting from the retirement.

Table with 5 columns: Year, Net Retiree Medical Premium, Longevity & Benefit (Savings), Net Salary & Benefit (Savings), Annual (Savings) Cost. Rows include Family Net Monthly Cost, Medical trend & Inflation, and years 1-13.

Net present value discounted at 2% \$ (347,124)

I recommend that the retirement window be re-opened beginning July 31, 2023 and remain open through May 31, 2024.