

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JULY 10, 2023**

---

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 3 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 10<sup>th</sup> day of July, 2023 (others were allowed to listen to the meeting by way of Internet video conference-3 virtual attendees). 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. Drainage study proposal for Beech Street and Sims Avenue

William Thomas- Schoel Engineering

- At least two homes are being affected by water coming from Beech Street
- Asked to provide proposal to look at it from 1) is the pipe big enough 2) is it a maintenance issue
- Will have someone video the pipe to ensure it is in working order

Billy Pritchard-Council President Pro Tempore

- Concern is there is a private ditch that runs through a yard
- Wants to ensure the study does not include private property

William Thomas

- There is an easement between the two lot lines where pipe lies as well as a 10' easement in the back

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-112)

2. Set date for a Special Council meeting to award repair bids for the O'Neal Library

Lindsay Gardner-Library Director

- The bid opening is July 26<sup>th</sup>
- Recommend the special council session be the following week

Virginia Smith

- The special council session will be set for July 31<sup>st</sup> at 8:00 am

### 3. Parks/Recreation Board appointment

Shanda Williams-Parks and Recreation Superintendent

- David Price term ended last month
- Took available applicants and polled the park board (Tom Warburton received the most votes)

Billy Pritchard

- Feels it is important to have someone heavily involved in Mountain Brook athletics
- Of the candidates, Blake Russell has three children (aged 7, 10 and 13) that play all through sports (baseball, football and basketball)
- Would propose the council to appoint Blake Russell for the open Parks/Recreation Board appointment

Graham Smith-Council Member

- Would support appointing Blake Russell

Gerald Garner-Council Member

- Is of the mind to let the board select their own members
- Would typically lean towards the Park Board's recommendation
- Would be in support of the council's decision

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-113)

### 4. Finance Committee reappointments (3)

Lloyd Shelton-Council Member

- Three terms are up for renewal (Paige Daniel, Charles Polmatier, and Craig Fravert)
- There were no other applicants
- All three are interested in continuing to serve
- The Finance Committee is in support of these renewals
- Would recommend all three for another term

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-114, 2023-115, and 2023-116)

### 5. OPEB Discussion

Lloyd Shelton-Council Member

- The City made the decision several years ago to use an outside investment advisor (Regions)
- Since inception, averaged 7.7%
- The gap between what we have and unfunded is shrinking
- The city funds \$300,000 annually
- This seems to be working
- Would encourage the city to continue this strategy

Virginia Smith

- Inquired as to when the gap would be closed

Steven Boone-Finance Director

- About 2 million is unfunded at this point
- \$300,000 is budgeted again this year

6. ROW encroachment agreement at 64 Pine Crest Road

Dana Hazen-Director of Planning, Building, and Sustainability

- The homeowner wants to move the parking pad (This is about ½ the size of the one they are proposing tonight)
- Proposed to be 45 x 9 feet (could hold 3 cars)
- Concerned about runoff
- Would prefer to look at some other surface that is permeable

Billy Pritchard

- Asked to pass to another council session to have more time to look at what is proposed

Virginia Smith

- Will get Schoel to take a look at what is proposed

7. 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 Member Graham 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 6:27 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 July 10, 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 August 14, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JULY 10, 2023**

---

[The zoom system was inoperable during this council session]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 10<sup>th</sup> day of July, 2023. 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. INTRODUCTION OF SPECIAL GUEST-BOY SCOUT**

David Tynes with troop 320

- Working towards the Citizenship Communication Badge

**2. JIM CREGO WITH JEFFERSON BLOUNT ST. CLAIR MENTAL HEALTH AUTHORITY TO ADDRESS ELECTED OFFICIALS CONCERNING ITS FY2024 BUDGET REQUEST**

Jim Crego-Executive Director of JBSC Mental Health Authority

- Have a new crisis center that is available 24/7
- This service is open to the public
- Individuals who have mental health or substance abuse can go here
- Have 32 (23 hour beds) and 16 (5 days or less beds)
- Located on Beacon Parkway
- Typically receives an appropriation from Mountain Brook
- Requesting \$2,500 this year (which is a \$400 increase from last year)

**3. 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 26, 2023, regular meeting of the City Council

<b>2023-108</b>	Ratify the purchase agreement with International Fire Protection, Inc. with respect to the repair and upgrade of the O'Neal Library sprinkler system	Exhibit 1, Appendix 1
<b>2023-109</b>	Execute a second amendment to the facility use agreement with Mountain Brook Athletics with respect to modifying the terms and updating the Annual Maintenance fee provisions	Exhibit 2, Appendix 2
<b>2023-110</b>	Recommend to the ABC Board the issuance of a 140 – Special Events Retail license to TRO, Inc. (trade name Otey's Fest) for its special event to be held July 15, 2023	Exhibit 3, Appendix 3
<b>2023-111</b>	Accept the Public Safety (fire and police) Salary Implementation Plan	Exhibit 4, Appendix 4
<b>2023-112</b>	Authorize the agreement for consulting services with Schoel Engineering for the study of drainage problems in the vicinity of Beech Street and Sims Avenue	Exhibit 5, Appendix 5
<b>2023-113</b>	Appoint Blake Russell to the Park and Recreation Board, to serve without compensation, with the term of office to end July 10, 2028	Exhibit 6, Appendix 6
<b>2023-114</b>	Re-appoint Paige B. Daniel to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027	Exhibit 7
<b>2023-115</b>	Re-appoint Charles Polmatier to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027	Exhibit 8
<b>2023-116</b>	Re-appoint W. Craig Fravert to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027	Exhibit 9

Thereupon, the foregoing minutes and resolutions (Nos. 2023-108 through 2023-116), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith  
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 and resolutions (Nos. 2023-108 through 2023-116) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

**4. CONSIDERATION: ORDINANCE NO. 2146 AMENDING CHAPTER 113 OF THE CITY CODE WITH RESPECT TO THE STORM WATER DETENTION (EXHIBIT 10)**

[First reading of Ordinance No. 2146 occurred on June 26<sup>th</sup>, 2023]

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. 2145) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**5. CONSIDERATION: ORDINANCE NO. 2146 PROVIDING FOR AN AGREEMENT FOR COST SHARING BETWEEN THE CITY OF BIRMINGHAM AND THE CITY OF MOUNTAIN BROOK WITH RESPECT TO LANE PARK ROAD PAVING PROJECT (EXHIBIT 11, APPENDIX 7)**

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council Member Garner 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 Member Garner then moved for the adoption of said ordinance. The motion was seconded by Council President Virginia 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. 2146) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**6. COMMENTS FROM RESIDENCES AND ATTENDEES**

(There were no public comments)

**7. ANNOUNCEMENT**

Council President Virginia Smith announced the next regular meeting of the City Council is July 24, 2023, 7:00p.m.

**8. ADJOURNMENT**

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:07 p.m.

**9. 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 July 10, 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 August 14, 2023

---

**EXHIBIT 1**

**RESOLUTION NO. 2023-108**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifying the purchase agreement between the City (aka O'Neal Library) and International Fire Protection, Inc., in the form attached hereto as Exhibit A, with respect to the repair and upgrade of the O'Neal Library sprinkler system.

---

**APPENDIX 1**

**EXHIBIT 2**



**RESOLUTION NO. 2023-109**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a second amendment to the facility use agreement between the City and the Mountain Brook Athletics, Inc., in the form attached hereto as Exhibit A with respect to modifying the terms and updating the Annual Maintenance fee provisions. (Original Lease agreement-Resolution No. 2015-026) (1<sup>st</sup> Amendment-Resolution No. 2017-120)

**APPENDIX 2**

---

**EXHIBIT 3****RESOLUTION NO. 2023-110**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail license to TRO, Inc., (trade name: Oteys Fest), 224 Country Club Park (parking lot), Mountain Brook, AL 35213.

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

**APPENDIX 3**

---

**EXHIBIT 4****RESOLUTION NO. 2023-111**

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

1. The City Council hereby accepts the proposed grade changes for the public safety (fire and police) positions as described in the attached “Public Safety Salary Analysis Summary” prepared by the Personnel Board of Jefferson County where such changes shall become effective September 26, 2023 (to facilitate payroll administration).
2. The City hereby adopts option V. 2. C. of the attached “2022—2023 Salary Administration Guide and Pay Plan” with respect to the implementation of the public safety pay grade changes to become effective September 26, 2023 (to facilitate payroll administration), whereby the pay rate of all public safety (fire and police) personnel shall be increased above the existing rate of pay but below the existing step and employees’ merit dates shall not change.

**APPENDIX 4**

---

**MINUTE BOOK 93****EXHIBIT 5****RESOLUTION NO. 2023-112**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for consulting services, attached hereto as Exhibit A, between the City and Schoel Engineering Company, Inc. for consulting services associated with the study of drainage problems in the vicinity of Beech Street and Sims Avenue.

**APPENDIX 5**

---

**EXHIBIT 6****RESOLUTION NO. 2023-113**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Blake Russell is hereby appointed to Park and Recreation Board, to serve without compensation, with the term of office to end July 10, 2028.

**APPENDIX 6**

---

**EXHIBIT 7****RESOLUTION NO. 2023-114**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Paige B. Daniel is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027.

**EXHIBIT 8****RESOLUTION NO. 2023-115**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Charles Polmatier is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027.

**EXHIBIT 9****RESOLUTION NO. 2023-116**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that W. Craig Fravert is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end July 10, 2027.

**EXHIBIT 10**

**ORDINANCE NO. 2145**

**WHEREAS**, the City Council of the City of Mountain Brook, Alabama (the “City Council”) heretofore has adopted an ordinance (“Stormwater Detention Ordinance”) regulating development that will have an impact on the amount or rate of discharge of stormwater runoff, in the City of Mountain Brook (“City”); and

**WHEREAS**, within the City there are several watersheds or drainage basins with aging infrastructure where efficient and effective conveyance of stormwater runoff during large rainfall events proves difficult and where continued re-development pressure and additions to existing structures further tax these already strained stormwater drainage systems and exacerbate the infrastructure problems; and

**WHEREAS**, as part of developments, the City has seen natural permeable areas covered by impermeable surfaces, such as rooftops, driveways, and parking lots, resulting in more of the rain becoming runoff and leaving sites at a faster rate; and,

**WHEREAS**, to mitigate the adverse effects of development to the existing storm drainage systems and downstream properties, a comprehensive review of city watersheds, existing development, city drainage infrastructure, and best practices with respect to stormwater control was conducted to identify and develop new stormwater regulations; and

**WHEREAS**, such comprehensive review has led to the identification of watersheds or basins in the City that have been determined to have existing stormwater infrastructure problems and/or elevated re-development pressures (“Critical Basins”) and which merit special regulations to help mitigate against those problems and pressures; and

**WHEREAS**, the Critical Basins are identified on the Mountain Brook Drainage Basin Report adopted by the City as a part hereof and depicted on the Critical Basins Exhibit, which is made a part of this Ordinance and approved as the official Critical Basin designation of the City; and

**WHEREAS**, the special regulations for Critical Basins in the City require site-specific stormwater designs that will manage increases in stormwater runoff rates and volume due to proposed developments to pre-development runoff rates and volumes for specified design storm events, which, in turn, will result in post-construction hydrology mimicking pre-development hydrology within each such Critical Basin; and

**WHEREAS**, after receiving public commentary and input from the community about stormwater management in the City, the City Council has determined that it is in the public interest and in the interest of its residents, property owners and community members that additional development controls in Critical Basins are necessary and appropriate for stormwater control; and

**WHEREAS**, the amendment of the City’s Stormwater Detention ordinance to provide for special regulations in the enumerated Critical Basins of the City will promote the public safety, health and general welfare of its residents, property owners, and community members.

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

Section 1. Section 113-224(c) of the City Code shall be amended by adding the following definitions:

“(3) Critical Basin - Watersheds determined by the City to have existing stormwater infrastructure problems and/or subject to re-development pressure are deemed critical watersheds or critical basins.

- (4) Water Quality Volume (WQ<sub>v</sub>) – The volume of runoff produced by the 1.1-inch rain event. The WQ<sub>v</sub> can be calculated as shown in the equation below.  

$$WQ_v = 1.1 \text{ inches} \times \text{Additional Impervious Area}$$

Section 2. Chapter 113, Article III of the City Code shall be amended by adding the following as Section 113-231:

“Section 113-231 -Requirements applicable to development in Critical Basins.

- (a) *Applicability.* All development occurring within a Critical Basin is subject to the provisions set forth in this section in addition to the other provisions of this Article.
- (b) *Management of Runoff.* Development in Critical Basins are required to manage increases in runoff rate and runoff volume due to a proposed development such that post-development drainage conditions mimic the pre-development (or existing) conditions of the site. Runoff volume controls are required to capture the runoff from the 1.1-inch rain event onsite and infiltrate or manage with extended detention. The runoff volume from the 1.1-inch rainfall event is termed the Water Quality Volume (WQ<sub>v</sub>). For sites with soils that have low infiltration rates or other site constraints that inhibit the use of infiltration measures, extended detention may be used. The WQ<sub>v</sub> must be released over a 24 to 36-hour period when using extending detention to manage runoff volume.
- (c) *Acceptable Measures to Control Runoff Volume.* Acceptable measures to control runoff volume include the following:
1. Bioretention, rain gardens, infiltration swales, or other practices designed to capture and infiltrate runoff
  2. Permeable Pavement or paver systems
  3. Discharge of impervious surfaces onto pervious areas
  4. Other systems or practices intended to infiltrate rainfall may be considered if supported in the Low Impact Development Handbook for the State of Alabama or similar reference and agreed to by the City of Mountain Brook.
  5. Extended Detention designed to store and release the WQ<sub>v</sub> over a 24 to 36-hour period.
- The WQ<sub>v</sub> from any additional impervious area (or an equivalent area of existing impervious area) must be controlled by directing it to an acceptable stormwater control measure as listed above. A combination of measures may be used to meet the requirements of this article. The stormwater management design shall demonstrate that a runoff volume equal or greater than the WQ<sub>v</sub> is managed onsite by stormwater control measures, or alternately that the runoff volume is not increased.
- (d) *Peak Runoff Rate Controls.* The stormwater management design must also ensure post-development peak runoff rates shall be less than or equal to pre-development values for the 2-year through the 100-year, 24-hour rainfall events.
- (e) *Non-conforming Properties.* For existing properties that exceed the maximum allowable impervious area (maximum building area plus an additional (5) percent of the parcel area), any new development or improvement on the property will require a stormwater management design to mitigate the entire impervious area that is above such maximum allowable impervious area.
- (f) *Stormwater Management Design.* The stormwater management design shall be performed by a registered architect, landscape architect, or engineer. A written analysis or drainage report supported with design calculations shall be submitted to the City along with plans and details to verify the adequacy of the stormwater management design for the property and demonstrate compliance with the requirements of this article.”

Section 3. The Mountain Brook Drainage Basin Report and the map titled Critical Basins Exhibit are hereby approved as the official Critical Basin designation of the City and the areas designated as Critical Basins thereby shall be subject to the special regulations set forth in this Ordinance.

Section 4. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 5. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 6. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 7. This ordinance shall be effective immediately after adoption and publication as provided by law.

---

**EXHIBIT 11**

**ORDINANCE NO. 2146**

**WHEREAS, the CITY OF BIRMINGHAM, ALABAMA ("Birmingham"),** a municipal corporation, and the **CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"),** a municipal corporation, desire to enter into an Agreement for Cost Sharing that will benefit both entities; and

**WHEREAS, Lane Park Road** traverses through both Birmingham and Mountain Brook, serving as an important connector important for visitors to the Birmingham Zoo, the Birmingham Botanical Gardens, Mountain Brook Village and other points in that area that are regularly accessed by the citizens of both Birmingham and Mountain Brook; and

**WHEREAS, Lane Park Road** is in need of repaving and areas needing such improvements lie in both jurisdictions; and

**WHEREAS, Mountain Brook** has bid and is undertaking paving improvement projects in other parts of the City and has offered to pave the portions of Lane Park Road that lie within both jurisdictions (the "Project") in return for the agreement by Birmingham to share in the cost of paving the respective part of Lane Park Road lying within its city limits; and

**WHEREAS, cost sharing and other terms and conditions** shall be pursuant to terms and conditions of the Agreement For Cost Sharing - Lane Park Road Paving Project (the "Agreement") attached as Exhibit A hereto; and

**WHEREAS, the Alabama Legislature** adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this

chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

**WHEREAS**, the parties find that it is in the public interest that the parties enter into a joint agreement in accordance with Alabama Code §11-102-1, et seq., in order to provide for paving services set forth in the Agreement.

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

SECTION 1. The Mayor of the City of Mountain Brook, Alabama is hereby authorized to enter into the Agreement For Cost Sharing - Lane Park Road Paving Project attached hereto as Exhibit A with the City of Birmingham and such Agreement is hereby approved by the City Council.

SECTION 2. The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

SECTION 3. This Ordinance shall become effective upon publication as required by statute.

#### APPENDIX 7

---

PURCHASE AGREEMENT
CITY OF MOUNTAIN BROOK ("BUYER")

This Agreement is made by and between the City of Mountain Brook, Alabama (aka O'Neal Library) doing business at 56 Church Street, Mountain Brook, Alabama 35213 and International Fire Protection, Inc. ("Seller"), doing businesses at 2400 First Avenue South, Trondale, AL 35210.

The parties above hereby agree to the following terms and conditions with respect to 1) the 5-year internal inspection services and repair of the fire suppression system broken coupling (see Exhibit A) and 2) fire alarm replacement and addressable upgrade (see Exhibit B).

1. ACCEPTANCE. This Purchase Order may be accepted by (i) Seller beginning to perform the services set forth on the face of this Purchase Order, or (ii) the delivery of the goods ordered on the face of this Purchase Order, or (iii) Seller's commencement of work which is the subject to this Purchase Order.

2. DELIVERY/PERFORMANCE. Time is of the essence in the delivery of goods, in the performance of services, and in any other performance required of Seller hereunder.

3. INSPECTION/REJECTION. Buyer may inspect and reject all nonconforming goods and/or services until such goods and/or services have been accepted by Buyer, without regard to whether payment has been made and without regard to whether the goods and/or services have been delivered to Buyer, are located on Buyer's property, or are being used by Buyer in a manner not inconsistent with Seller's ownership of the goods and/or services.

4. WORK ON PREMISES. Seller shall adequately protect the work and surrounding premises and the public in its access to Seller's work site. Seller shall, while on Buyer's premises, comply with Buyer's rules and regulations, of which Seller has been provided written notice.

5. WARRANTIES. Seller represents and warrants that all goods and/or services will conform to all written proposals and descriptions as well as to any drawings or specifications furnished by Buyer or furnished by Seller and approved by Buyer.

(B4605527)

11. GENERAL. Seller shall not assign or transfer this purchase Order to subcontract this Purchase Order without the prior written consent of Buyer, which consent shall not be unreasonably withheld. This Purchase Order shall not be amended, altered, or modified except by a single instrument signed by representatives of Seller and Buyer, which instrument must expressly state that it undertakes to amend, alter, or modify this Purchase Order.

12. COUNTERPART SIGNATURES. This Agreement may be executed by each party in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one binding document.

13. EFFECTIVE DATE. This agreement shall be effective as of the last date signed by either of the parties named below

CITY OF MOUNTAIN BROOK ("BUYER")

INTERNATIONAL FIRE PROTECTION, INC. ("SELLER")

By: [Signature]

By: [Signature]

Printed Name: Staven Boone

Printed Name: Kim M Gray

Title: Assistant City Manager/Finance Director

Title: Corporate Risk and Safety Director

Date: June 27, 2023

Date: June 27, 2023

services, or related items, including, without limitation, cost to transport from Buyer to Seller and return shipment to Buyer, will be borne by Seller. If Seller fails to repair or replace the nonconforming goods, services or related items within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods, services, or related items at Seller's expense.

6. INVOICES/AUDIT. Buyer shall have no obligation to pay for any item until a proper invoice for the item is received. Seller may not send its invoice to Buyer until delivery of the applicable goods or completion of the applicable services.

7. INDEMNITY. Seller will indemnify, defend and hold harmless Buyer, its departments, divisions, and their officers, directors, agents, representatives, elected officials, and employees, and each of their respective successors and assigns (the "Indemnified Parties") against any and all suits, claims, losses, demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such Indemnified Parties may sustain or incur (i) in connection with a breach of any representation, warranty, or undertaking made by Seller in this Purchase Order, or (ii) in connection with the performance, design, development, service, use or delivery of the goods or services (as applicable), whether the suit, claim or demand be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement or any other legal theory, provided, however, that Seller shall not indemnify the Indemnified Parties for Losses under (i) or (ii) to the extent caused by the willful misconduct, negligence, acts, or omissions of the Indemnified Parties.

8. INDEPENDENT CONTRACTOR. Seller is an independent contractor or Buyer, and nothing herein will at any time to be construed as to create the relationship of employer and employee, partnership, or principal and agent between Seller and Buyer.

9. COMPLETION OF SERVICES. Buyer's review, approval, acceptance of, or payment for any of the services required pursuant to this Purchase Order shall not be construed to operate as waiver of any rights under this Purchase Order or any cause of action arising out of the performance of this Purchase Order.

10. CANCELLATION/TERMINATION. Buyer may cancel all or any portion of this Purchase Order at any time by giving notice to Seller. If this Purchase Order is cancelled or terminated due to an event caused by the Seller or resulting from Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including without limitation, attorneys' fees, incurred by Buyer as a result thereof.

(B4605527)



EXHIBIT A

June 15, 2023

To: O'Neal Library
50 Oak St.
Mountain Brook, AL 35213

Re: 5 year and Repair

Per your request, International Fire Protection is pleased to offer a quotation for the following:

- Scope of Work:
1. Isolate and drain systems
2. Perform 5 year interval inspection
3. Replace busted coupling on header
4. Provide new bolts and gasket for Victaulic Preaction Valve
5. Replace gauges
6. Troubleshoot and return back to service

Total: \$ 4,745.00

Any alteration or deviation from the scope of work involving extra cost will be executed only upon a written work order and will become an extra charge over and above the proposed amount.

Payment Terms: NET 30 DAYS. Or Net 30 with progress billing for the percentage of work (labor and material) executed at the close of each month after the project has started until the project is complete.

Excluded:

- 1. Excludes all electrical or alarm wiring.
2. Excludes shift work, overtime, or night work.
3. Excludes painting and/or prep work for paint any piping and/or valves.
4. Excludes covering and/or uncovering of heads for painting.
5. Excludes piping identification desired or required.
6. Excludes any seismic bracing.
7. Excludes additional hangers on existing piping.
8. Excludes any temporary fire protection.
9. Excludes any gypsum/concrete patching.
10. Excludes fire watch of any kind.
11. Excludes raising and/or lowering of existing main and/or branchline piping.
12. Excludes removal and replacement of existing main and/or branchline piping.
13. Additional work not specified in the above Scope of Work or specified on the project drawings.

14. Unknown or concealed conditions, including but not limited to asbestos and lead, that require an increase in cost and/or time in the performance of the above Scope of Work. Any abatement is strictly the responsibility of the Owner/General Contractor.

**Escalation Clause Notice:**

The Contract Price has been calculated based on the current prices for materials as of the execution of this Agreement. However, the market for the materials that are hereafter specified is volatile, and sudden price increases could occur. Current supply chain disruptions have created an environment where our vendors cannot guarantee pricing or availability of products for any amount of time. We have prepared this quotation based on current material prices and is only good for the date of the quotation. We cannot execute a contract to do this work without a material price and availability analysis at the time of award. Any contractual agreement related to this quoted work must include language that relieves International Fire Protection from any costs or liquidated damages that may result from unavailability of products. This includes inflated material costs due to material shortages.

The price, specifications, and conditions contained herein are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Accepted: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Print Name

Sincerely,  
**International Fire Protection, Inc.**  
 James Miller  
 Sprinkler Project/Service Manager  
 205.790.3231

**APPENDIX 1**

**Special Conditions:**

- This quotation is valid for 30 days.
- All work quoted is to be performed during normal working hours (7:00 am - 3:30 pm; Monday thru Friday).
- Neither Customer or International Fire Protection (IFP) shall be liable to the other for indirect, incidental, consequential and/or punitive damages arising out of the Work.
- Force Majeure: Should this proposal be accepted, IFP shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation pandemics (i.e. COVID-19), acts or omissions of government or military authority, acts of God, shortages of materials, fires, floods, diseases, labor disturbances, riots, or wars provided that IFP gives prompt notice to Customer of its invocation of this provision. IFP will make diligent efforts to resume its performance despite such force majeure. If IFP is hindered or delayed in the commencement or progress of the Work for a Force Majeure event, IFP shall be entitled to an extension of Contract time.
- Structure and Site Conditions: IFP will exercise reasonable care to prevent damage to Customer's property, however, IFP shall not be responsible for loss or damage due to the character, condition or use of foundations, walls or other structures not installed by IFP. Nor shall IFP be responsible for damage to or resulting from concealed piping, wiring, fixtures, or other equipment.
- It is understood and agreed by Customer that International Fire Protection is not an insurer, that Customer shall obtain the type and amount of insurance coverage which it determines necessary and that the amount payable to the IFP hereunder is based upon the value of the services rendered and are unrelated to the value of Customer's property, the property of others located on Customer's premises, or any potential liability or damage to Customer arising out of the work performed by IFP. Customer accordingly agrees that the liability of IFP, its officers, directors, employees, parent companies, subsidiaries, affiliates, and agents arising out of or in any way relating to or connected with the work performed by IFP shall be limited to the lesser of \$10,000.00 or the price of the work performed by IFP. This limitation shall apply to all claims, demands, losses, expenses or liabilities of any kind including attorney's fees, (herein under referred to as Damages), sustained by Customer or any other party claiming by or through Customer and shall apply regardless of whether such damages are actually or allegedly caused by the negligence, product liability, breach of contract, breach of warranty, breach or violation of a statute, ordinance, governmental regulation, standard or rule or other fault of IFP, its officers, directors, employees, agents, parent companies, subsidiaries and affiliates.



**EXHIBIT B**  
**Building Meaningful Relationships**  
**While Making the World a Safer Place**

**ONEAL LIBRARY**  
 June 13, 2023  
**FIRE ALARM REPLACEMENT**

International Fire Protection (IFP) proposes to furnish all material and labor to perform the following work:

**SCOPE OF WORK:**

This proposal is to furnish and install a new addressable fire alarm system. Per inspection report we will be installing a new ES200x Fire-Lite panel, 120 smoke detectors, 1 pull station, 4 relays for pre action system. We will furnish a lift for high ceilings, programming and commissioning..

One year warranty covering labor and material furnished by IFP. This warranty shall be null, and void should the work be altered, changed, or modified by any firm and/or person other than International Fire Protection, Inc.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon a written order and will become an extra charge over and above the provided proposal amount.

**EXCLUDED:**

- Excludes any additional devices required by AHJ.
- Excludes BIM Modeling.
- All existing wiring and devices are presumed operational.
- Excludes any engineered drawings.
- Excludes shift work, overtime, or night work.
- Excludes any temporary fire protection.
- Excludes fire watch of any kind.
- Additional work not specified in the above Scope of Work or specified on the project drawings.
- Unknown or concealed conditions, including but not limited to asbestos and lead, that require an increase in cost and/or time in the performance of the above Scope of Work. Any abatement is strictly the responsibility of the Owner/General Contractor.

**FIRE ALARM ADDRESSABLE UPGRADE**



**INSPECTION AND ACCEPTANCE:**

A final inspection of the work specified herein shall be made by AHJ.

- International Fire Protection is NOT a Disadvantaged Business Enterprise. Furthermore, no DBE, WMBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation requirements or goals please advise IFP in writing regarding the specific nature of those goals or requirements and how they specifically impact IFP.

**Bid Documents & notes:**

- Quote based upon basic requirements and conditions of similar projects completed by IFP. Engineering, Insurance or AHJ requirements changed or added after quote will be executed only upon a written order and will become an extra charge over and above this quote.
- Items changed from the original contract, bid drawings or documents shall be change orders.
- Customer to provide monitoring information.

**SPECIAL CONDITIONS:**

- **This price is valid for 30 days.**
- The proposal is contingent on fair and equitable contract terms. IFP reserves the right to negotiate contract language prior to subcontract finalization to protect itself against the excessive transfer of risk to IFP.
- Proposal is based upon the work to be performed during normal business hours, Monday through Friday; 7:00 am – 3:30 pm
- Neither Customer or IFP shall be liable to the other for indirect, incidental, consequential and/or punitive damages arising out of the Work.
- **Force Majeure:** Should this proposal be accepted, IFP shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation pandemics (i.e. COVID-19), acts or omissions of government or military authority, acts of God, shortages of materials, fires, floods, diseases, labor disturbances, riots, or wars provided that IFP gives prompt notice to Customer of its invocation of this provision. IFP will make diligent efforts to resume its performance despite such force majeure. If IFP is hindered or delayed in the commencement or progress of the Work for a Force Majeure event, IFP shall be entitled to an extension of Contract time.
- This proposal is based upon installation being made from finished, unobstructed floors by using rolling scaffolding, ladders, or other equipment.
- **Structure and Site Conditions:** IFP will exercise reasonable care to prevent damage to Customer's property, however, IFP shall not be responsible for loss or damage due to the character, condition or use of foundations, walls or other structures not installed by IFP. Nor shall IFP be responsible for damage to or resulting from concealed piping, wiring, fixtures or other equipment.

**Escalation Clause Notice:**

The Contract Price has been calculated based on the current prices for materials as of the execution of this Agreement. However, the market for the materials that are hereafter specified is volatile, and sudden price increases could occur. Current supply chain disruptions have created an environment where our vendors cannot guarantee pricing or availability of products for any amount of time. We have prepared this quotation based on current material prices and is only good for the date of the quotation. We cannot execute a contract to do this work without a material price and availability analysis at the time of award. Any contractual agreement related to this quoted work must include language that relieves International Fire Protection from any costs or liquidated damages that may result from unavailability of products. This includes inflated material costs due to material shortages.

**Proposed Price:  
(\$40,630.00)**

**PAYMENT TERMS:**

Net 30 days with progress billing for the percentage of work completed and materials delivered at the close of each month after the project has started through project completion.

The price, specifications, and conditions contained herein are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Accepted by: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely,

*Jared Devine*

Shad Department Leader  
International Fire Protection, Inc.  
2400 1st Ave S. Irondale, AL 35210  
205.918.7008  
205.790.3231  
[Jared.Devine@ifpinc.us](mailto:Jared.Devine@ifpinc.us)

Association ("GBBA"), or football events, prior approval must be obtained by MBA from City for said use.

**SECOND AMENDMENT TO FACILITY USE AGREEMENT**

THIS SECOND AMENDMENT TO FACILITY USE AGREEMENT ("Amendment") is made and entered into as of July 10<sup>th</sup>, 2023, by and between MOUNTAIN BROOK ATHLETICS, INC., a not-for-profit corporation ("MBA"), and THE CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation organized under the laws of the State of Alabama ("City").

WHEREAS, the Board of Education of the City of Mountain Brook, Alabama (the "Board") and the City entered into a Lease Agreement dated February 9<sup>th</sup>, 2015 ("Board-City Lease") whereby the City leased certain improved property (the "Premises") for recreational and athletic use by residents of the City; and

WHEREAS, subsequent to execution of the Board-City Lease, the City entered into an Agreement with MBA, attached hereto as Exhibit A (the "MBA Agreement") and granted MBA the right to use identified portions of the Premises as set forth in such Agreement (the "MBA Premises") under the terms and conditions contained therein; and

WHEREAS, the City and MBA executed a First Amendment to the MBA Agreement on September 11, 2017, attached hereto as Exhibit B (the "MBA First Amendment"), which expanded the MBA Premises by adding the Mountain Brook High School Baseball Field (the "MBHS Baseball Field") as shown on Exhibit C thereto, and providing for exclusive use of the MBHS Baseball Field in the fall; and

WHEREAS, the City and MBA have further proposed to amend the MBA Agreement by entering into a new five-year term, modifying the terms with respect to MBA Activities, and updating the Annual Maintenance Fee provisions.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, MBA and the City agree as follows:

1. *Amendment of Use of Premises Provision.* Section 4 of the MBA Agreement shall be amended by replacing it with the following:

*Use of Premises.* The MBA Premises may be used by MBA and by its invitees, guests and those who participate in its athletic programs and other MBA sanctioned events ("MBA Activities"). With respect to any events sanctioned by MBA other than softball, tennis, baseball, cheerleading, Greater Birmingham Baseball

2. *Amendment of Annual Maintenance Fee Provision* Section 3 of the MBA Agreement shall be amended by replacing it with the following:

*Annual Maintenance Fee.* In consideration of the City's agreement to enter into a new five year term and City permitting MBA to use the MBA Premises, MBA shall pay City an annual maintenance fee ("MBA Annual Maintenance Fee"). The amount of the MBA Annual Maintenance Fee shall be \$66,287.28 per year and shall be increased to account for inflation every five (5) years by ten percent (10%) (the "Inflation Adjustment"). The first Inflation Adjustment shall be applied to the MBA Annual Maintenance Fee due and payable on December 15, 2026. The MBA Annual Maintenance Fee shall be due and payable on December 15 of each year that this Agreement (or renewal thereof) is in effect, including the payment due and payable on December 15, 2023.

3. *Amendment of Term.* The term of the MBA Agreement, as amended hereby, shall be five years, beginning January 1, 2023 and ending December 31, 2027 and shall be automatically extended from year to year thereafter unless prior to July 1 of any year, either of the parties has given written notice to the other party that it wishes to terminate the MBA Agreement, as amended; provided, that in no event shall the term of the MBA Agreement, as amended, extend beyond the term of the Board-City Lease and amendments thereto, even if such notice of termination has not been given. The terms and conditions of the MBA Agreement, the MBA First Amendment and this Amendment shall apply to all extended terms. Either party shall have the right, at its expense, to record a memorandum of the MBA Agreement or any amendment thereto in the office of the Judge of Probate of Jefferson County, Alabama.

4. *Amended Board City Lease Subordination.* MBA's rights under the MBA Agreement, the MBA First Amendment and this Amendment shall be subject to and subordinate to the terms and conditions of the Board-City Lease and the Amended Board-City Lease without limitation. To the extent that the terms and conditions of the Board-City Lease or the Amended Board-City Lease are inconsistent with the terms and conditions of the MBA Agreement, the MBA First Amendment or this Amendment, the terms and conditions of the Board-City Lease and the Amended Board-City Lease shall be controlling.

5. *Effect of Amendment.* Except as is specifically amended hereby, the MBA Agreement and the MBA First Amendment shall remain in full force and effect, in accordance with their terms.

IN WITNESS WHEREOF, Mountain Brook Athletics, Inc. has caused this Second Amendment to Facility Use Agreement to be executed by its duly authorized President and City

of Mountain Brook has caused this Amendment to be executed by its duly authorized Mayor, all as of the day and year first written above.

MOUNTAIN BROOK ATHLETICS, INC.

By: [Signature]  
Its President

ATTEST:

[Signature]

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]  
Stewart H. Welch, III  
Mayor

ATTEST:

[Signature]

STATE OF ALABAMA )  
JEFFERSON COUNTY )

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Stewart H. Welch, III, whose name as Mayor of the City of Mountain Brook, Alabama, is signed to the foregoing First Amendment to Facility Use Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the City of Mountain Brook, Alabama.

Given under my hand and official seal, this the 10<sup>th</sup> day of July, 2023.

[Signature]  
Notary Public

HEATHER T. RICHARDS  
Notary Public, Alabama State at Large  
My Commission Expires 1-11-2027

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Thomas F. Coley, whose name as President of Mountain Brook Athletics, Inc. is signed to the foregoing First Amendment to Facility Use Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of Mountain Brook Athletics, Inc.

Given under my hand and official seal, this the 29<sup>th</sup> day of June, 2023.



[Signature]  
Notary Public



Confirmation Number: 20230620100805521

July 10, 2023

Ms. Valencia Johnson Alabama ABC Board 234 Aquarius Drive, Suite 103 Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the July 10, 2023, City Council meeting recommending the issuance of 140 -- Special Events Retail Liquor license as follows:

TRO Inc. Trade name: Oteys Fest 224 Country Club Park (parking lot) Mountain Brook, AL 35213

If you have any questions, please call me at 802-38223.

Sincerely,

Handwritten signature of Heather Richards

Heather Richards City Clerk

Enclosure

c: Janna Bearden janna@wilcohospitality.com

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
Trade Name: OTEYS FEST
Applicant: TRO INC
Location Address: 224 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213
Mailing Address: 300 OFFICE PARK DR SUITE 206 MOUNTAIN BROOK, AL 35213
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: CORPORATION
Book, Page, or Document info: 9614/9524
Date of Authority: 02/19/1997
Date Incorporated: 12/27/1996 State incorporated: AL County Incorporated: JEFFERSON
Federal Tax ID: 72-1344791 Alabama State Sales Tax ID: 3700 54984

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: WILLIAM FRANKLIN HAVEN, JR., BEECH SPRING FOUNDRY, 02/24/1976, BIRMINGHAM, AL, 4436 FREDERICKSBURG DR., BIRMINGHAM, AL 35213

Has applicant complied with financial responsibility ABC RR 20-X-5-147 YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed beverage for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JANNA BEARDEN Home Phone: 205-601-9935
Business Phone: 205-601-9935 Cell Phone:
Fax: E-mail: JANNA@WILCOHOSPITALITY.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s) License 1: 011756537 License 2:

APPENDIX 3



Confirmation Number: 20230620100805521



Confirmation Number: 20230620100805521

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SCOTT & SCOTT, INC. /SOUTHFACE 205-326-2222
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 16750 Display Square Footage:
Building seating capacity: 16 Does licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

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

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. All cells are empty.

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

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

Special Events / Special Retail (7 days or less)
Starting Date: 07/15/2023 Ending Date: 07/16/2023
Special terms and conditions for special event/special retail:
GRASSY AREA NEAR OTEY'S PARKING LOT THAT WILL BE ENCLOSED/GATED BEER, WINE, LIQUOR MIXED DRINKS

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: TACO MAMA LOCATIONS THROUGHOUT ALABAMA AD OTEY'S License Covers: GRASSY AREA NEXT TO OTEY'S PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?: GRASSY AREA NEAR OTEY'S PARKING LOT THAT WILL BE ENCLOSED/GATED 07/15/23 PM TO 07/16/23 AM
BEER, WINE, LIQUOR MIXED DRINKS July 10, 2023



Initial each

BSM  
BSM

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

BSM

In reference to ACT No. 80-426, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BSM

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

BSM

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

BSM

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

BSM

In accordance with Alabama Rules & Regulations 20-X-5-01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

BSM

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 26, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly commissioned law enforcement officers of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violates any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

BSM

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Brad McGiboney, attorney for TRO, Inc.

Signature of Applicant: Brad McGiboney

Notary Name (print): CHARLES DANIELS

Notary Signature: Charles Daniels

Commission expires: 11/28/2024



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

- I, Will Haver, 300 Office Park Drive, Suite 206, Mountain Brook, AL 35233, being of sound mind and legal capacity and sole shareholder of TRO, Inc., d/b/a Otey's at 224 Country Club Park, Mountain Brook, AL 35213, do hereby appoint Alcohol Licensing Lawyers and/or Brad McGiboney (hereinafter "Agent"), 2800 Shades Crest Road, Birmingham, AL 35216, as my true and lawful attorney in fact, to act for me in my name, place and stead, and on my behalf to do and perform only the following:

Complete the ABC Board and the City of Mountain Brook Alcohol License application(s) and perform any requirements to obtain an ABC Board Alcohol License(s) and the City of Mountain Brook Alcohol License(s) for one or more special events involving outdoor space contiguous with Otey's location.

- The following property, interests, or rights shall be subject to this Power of Attorney:

The application of the special event alcohol licenses (state and city) for TRO, Inc. including but not limited to contact with city, state and county officials for matters relating to obtaining an alcohol license, attending meetings with the city or state relating to the alcohol application process, and other activities needed to obtain the state and city alcohol licenses for TRO, Inc. for the special events.

- This Power of Attorney shall be effective on the date of signing of this Power of Attorney.

- This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated or incompetent.

- This Power of Attorney shall remain in effect until the completion of the ABC and local alcohol licensing processes for both special alcohol licenses, unless I revoke it sooner. I may revoke this Power of Attorney at any time in writing.

- My Agent shall be paid compensation for his services pursuant to this Power of Attorney as follows:

Agent will receive compensation pursuant to the Retention Letter/Fee Agreement between Agent and TRO, Inc.

- This Power of Attorney shall be governed by the laws of the State of Alabama.

In Witness Whereof, I have signed this Power of Attorney of my own free will.

\*\*\*SIGNATURE ON NEXT PAGE\*\*\*

APPENDIX 3

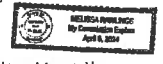
TRO, INC. SPECIAL EVENT ALCOHOL LICENSES  
LIMITED POWER OF ATTORNEY

Will Haver  
Will Haver, as sole shareholder of TRO, Inc.

6-13-22  
Date

Subscribed and sworn to before me on this 13<sup>TH</sup> day of June, 2022

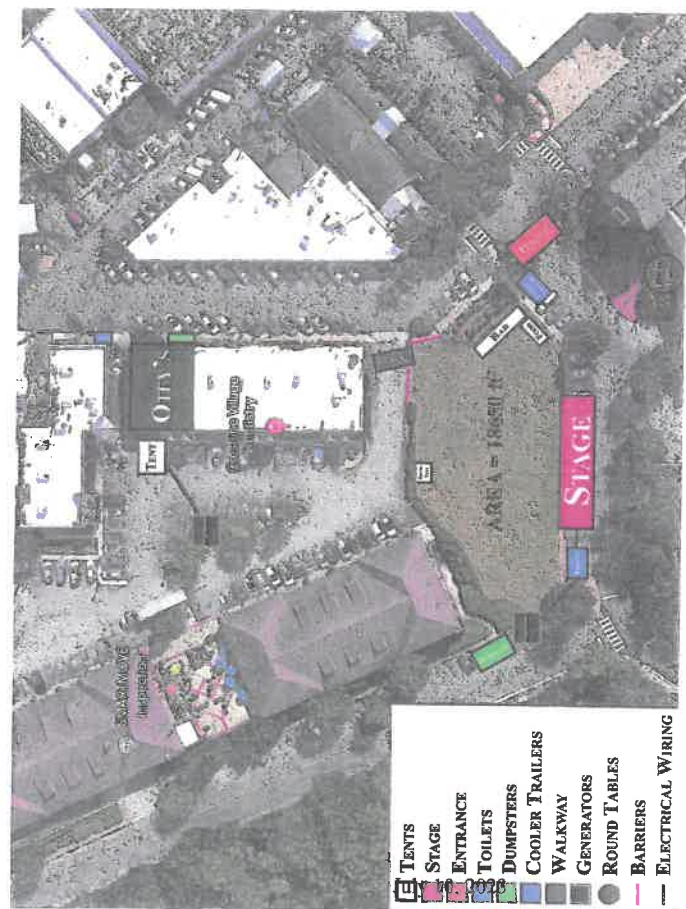
Melissa Kauling  
Notary



Agreed to and Accepted by:

Brad McGiboney  
Bradley J. McGiboney  
Agent's Signature

06/09/22  
Date





**ABC Licensing & Compliance Division  
Pre-Application**

**This Pre-Application packet must be completed in full prior to scheduling an appointment.**

In this packet is a list of documents that are REQUIRED to obtain an ABC Alcohol or Tobacco and/or Alternative Nicotine Product/Electronic Nicotine Delivery System License. Once you gather ALL documents listed on the checklist and complete this Pre-Application entirely, you will need to scan and email the packet to your local ABC Licensing and Compliance Division office for review. Once it is reviewed, you will be notified of any corrections that need to be made. If no corrections are necessary, an appointment will be scheduled with you to create your official ABC License Application. The local ABC Division office works with applicants BY APPOINTMENT ONLY. It is imperative that you arrive to your scheduled appointment on time. Please use the attached checklist (Form LCD-2) to assist you in gathering the necessary documents for your application. If you have any questions, please contact your local ABC Division office.

1. Applicant Name: TRO, Inc.  
(Individual or legal entity responsible for this license; (i.e. sole proprietor, Corporation, Association, LLC, Partnership, LLP)
2. Doing Business As/Trade Name: Oley's Fast
3. Location Address: 224 Country Club Park Mountain Brook Jefferson 35213  
Street Address (Include Suite/Unit/Building Number) City County Zip Code
4. Type of Business: Convenience Store  Grocery  Package Store  Restaurant  Lounge/Private Club  Hotel/Motel/  
Tobacco Store  Department Store  Other: \_\_\_\_\_
5. If not a sole proprietor or partnership, is the applying entity a publicly traded company  or a 501(c) organization  ?
6. Governing Jurisdiction: City of Mountain Brook  
(Where business is physically located - City or County Limits) If business is located in the County, specify distance from city limit
7. Police Jurisdiction: City of Mountain Brook  
(Where business is physically located - City or County Limits)
8. Type of Ownership: Corporation  
(Individual, Partnership, LLP, LLC, Corporation, Association)
9. State Incorporated: Alabama 11. Date Incorporated: 12/27/96
12. County Incorporated: Jefferson 13. Date of Authority to do Business in AL: 2/19/97
14. Book, Page, Document Number: 9614/9524 15. Alabama State Sales Tax ID number: 3700-54984
16. Federal Tax ID number: 72-1344791
17. Mailing Address: 300 Office Park Dr., Suite 206 Mountain Brook Jefferson 35213  
Street Address (Include Suite/Unit/Building Number) City County Zip Code  
Check here if same as location address listed in 3.) above
18. Business Web Address (if applicable): oleystavem.com

**Contact Information:** The contact listed below should be the individual the local ABC Division office will contact regarding this application for any corrections and/or questions that arise throughout the application process, as well as for any future communication with the licensed business. **Please Note: It is extremely important to notify the ABC Board of any changes to the licensee's contact information for renewal purposes.**

19. Contact Name: Janna Bearden Contact Relationship to Applicant: Brad McGiboney  
(i.e. Owner, Power of Attorney, etc.)
- Contact Home Number: \_\_\_\_\_ Contact Cell Phone: 205-601-9935 (Alc Lic. Issues)
- Contact Business Number: General matters Contact Fax Number: brad@alabc.com
- Contact Email Address: janna@wlcospitality.com

Public Safety  
 Salary Analysis Summary  
 Mountain Brook

Job Info

Fire Jobs

Job Title	Current	New	Grade Change
Fire Chief III	34	36	2
Deputy Fire Chief	29	31	2
Fire Battalion Chief	26	28	2
Fire Captain	24	26	2
Fire Lieutenant	20	23	3
Fire Apparatus Operator	18	21	3
Firefighter Paramedic	19	21	2
Firefighter	17	19	2

Police Jobs

Job	Current	Proposed	Grade Change
Police Chief III	34	36	2
Police Captain	29	31	2
Police Lieutenant	24	26	2
Police Sergeant	20	23	3
Police Officer	17	19	2

2022-2023 Salary Administration  
 Guide & Pay Plan

Adopted September 29, 2022

APPENDIX 4

Market Info

Salary grades and ranges are determined based on the average rates of pay so that wages remain competitive. Salary range data (minimum, midpoint and maximum) was collected from a combination of published surveys and websites. The data includes multiple cities and counties in the Southeast United States, including the metropolitan areas of Atlanta, Birmingham, Dallas, Miami, and Nashville. Internal consideration was given to the reporting hierarchy, job family, job relatedness, budget, and premium pay when determining grade changes.

Employee Info

A total of 3121 employees are in positions included in the salary range analysis project. Mountain Brook has 124 employees in these positions.



DRAFT – NOT FINAL

This 2022-2023 Salary Administration Guide & Pay Plan was adopted by the Personnel Board on September 29, 2022. This document provides administrative guidance on the application of salary policies within the Merit System of Jefferson County, Alabama. Administration of the Pay Plan is compliant with the Enabling Act of the State of Alabama (hereafter, the Enabling Act) and Rule 7 and Rule 8 of the Rules and Regulations of the Personnel Board of Jefferson County (hereafter, the Rules and Regulations). The Pay Plan is not intended in any way to circumvent, substitute and/or replace any of the requirements of the Enabling Act, as executed through the Rules and Regulations, and to the extent there is a direct conflict, the Enabling Act shall prevail. This document, as well as amendments in the interim, is subject to changes (as approved by the Three Member Board) in accordance with Rules 8.3 and 8.4 of the Rules and Regulations.

Table of Contents

<b>Section 1</b>	<b>Pay Plan</b>	
	I. Overview .....	page 3
	II. Salary Schedules .....	page 3
	III. Working Hours .....	page 3
	IV. Salary Ranges and Starting Pay Rate.....	page 4
	V. Pay Grades and Pay Grade Changes .....	page 4
	VI. Step Increases/COLA's .....	page 5
	VII. Fair Labor Standards Act Compliance .....	page 6
	VIII. Pay Enhancements/Pay Incentives .....	page 6
	IX. Premium Pay .....	page 8
<b>Section 2</b>	<b>Job Descriptions .....</b>	<b>page 17</b>
<b>Section 3</b>	<b>Salary Schedules .....</b>	<b>page 17</b>

Section 1: General Pay Plan

Rules and Regulations. Any adjustment to the number of annual hours worked by firefighting personnel must be adopted through resolution of the governing body and provided to the Personnel Board and shall serve as the basis for a re-calculated schedule for such personnel.

I. OVERVIEW

The Personnel Board Classification and Compensation Department is responsible for maintaining a compensation program, on behalf of the Personnel Board Director, to be used by all Agencies within the Merit System, that includes a Classification Plan and Pay Plan as set forth in Rules 7 and 8 of the Rules and Regulations. In accordance with Section 12 of the Enabling Act, the Pay Plan and Salary Schedule should contain necessary pay rates and premium rates and allow for salary advancement. The compensation program should attract and retain employees through competitive elements that align with budgets, the corresponding job-market, and internal equity, and should ensure that pay reflects the worth of a job, that similar jobs receive similar pay, and allow Merit System agencies to compensate more qualified/experienced people with appropriate wages.

II. SALARY SCHEDULES

Salary Schedules for each Merit System agency are created by the Personnel Board based on resolutions from each agency's governing body setting forth any applicable adjustments. All rates in the salary schedules represent gross compensation. Official payroll computations are based on the approved salary schedules. In accordance with Rule 8.4 of the Rules and Regulations, salary schedules may be adjusted in whole, as with a COLA (Cost of Living Adjustment), or in part, as with a separate salary schedule (e.g., a Public Safety Salary Schedule) for a defined job class or a number of job classes.

III. WORKING HOURS

Pay rates in the base salary schedules are established using a standard, full-time 40-hour work week (2080 annual hours). If an agency desires to establish a work schedule that defines full-time as other than 40 hours per week (2080 hours annually), the work schedule must be established by resolution of the governing body and submitted to the Personnel Board. Firefighter pay rates are based on the number of hours firefighters work in any particular agency as established by resolution of the agency's governing body and are calculated by dividing the annual salary established in the base schedule for the assigned grade by this average number of hours. Work being performed in excess of the standard work week shall be recognized in accordance with the provisions of Rule 13.11 of the

IV. SALARY RANGES AND STARTING PAY RATE

1. Each job class is assigned to a specified grade in the pay plan with a minimum and maximum pay rate and such intermediate steps as may be set for the respective class. The minimum rate shall be designated as step 1, with such intermediate steps numbered consecutively, up to the maximum rate designated as Step 10. Movement from step to step in the range may be allowed by the Appointing Authority for full-time and part-time regular employees after the completion of each year of satisfactory service until the maximum step in the range is reached.

2. In accordance with Rule 8.2 of the Rules and Regulations, with the exception of job classes requiring state certification or licensure (discussed in the paragraph below), the Appointing Authority may approve an appointment up to Step 4 or, for existing Merit System employees, up to a step in the applicable Pay Grade that is no more than 10% above the Classified Employee's current rate of pay. Appointments above these aforementioned thresholds are based on the candidate's education and experience, a lack of candidates, or a former satisfactory employee is being reemployed in the job class they previously held, and must be approved by the Personnel Board.

As outlined in Rule 8.2(a)1 of the Rules and Regulations, appointments into job classes requiring state certification or licensure (e.g., appointments of new recruits entering the Police or Fire Service) shall be compensated at Step 1 of the pay grade established for the class unless fully certified or otherwise eligible for premium pay pursuant to this pay plan. Those individuals who possess the state required certification or license may be appointed consistent with the paragraph above.

V. PAY GRADES AND PAY GRADE CHANGES

- 1. As new jobs are created by the Personnel Board, they are graded using both internal and external (market) equity as deemed appropriate by the Personnel Board.
2. In the event a job grade is increased, the Appointing Authority will have the

option to implement the changes using one of the methods listed below. It is important to note that the Appointing Authority must apply a consistent approach across all positions within the affected job class(es):

- a. Maintain the existing rate of pay upon implementation - The grade change may be implemented with no change to an employee's rate of pay, noting that the grade will increase while the step will be adjusted to the rate of pay currently received (e.g., an employee at a grade 20, step 8, whose job is upgraded to a grade 22, would be placed at a step 6 under the new grade). Under this approach, any employee whose current rate of pay is below the range of the new grade must be adjusted to the minimum pay step of the new pay grade. Also, with this approach, the Appointing Authority may, at his or her discretion, grant a one-step (5%) increase to employees who are at the maximum step (i.e., step 10) at the time of implementation and who had not received a merit increase within one year of the grade change. Granting such an increase will result in a change to the employee's merit date to the effective of the grade change and step increase.
b. Maintain the existing step - The grade change may be implemented with the employee moving to the new grade at the same step he or she holds at the time of implementation (e.g., an employee at a grade 20, step 8, whose job is upgraded to a grade 22, will be at a step 8). Under this option, the employee's merit date will not change.
c. Adjust the pay rate above the existing rate of pay but below the existing step - The grade change may be implemented with an increase to an employee's existing rate of pay but less than the rate of pay associated with maintaining the same step in the new grade (e.g., an employee at a grade 20, step 8, whose job is upgraded to a grade 22, may be moved to a step 7). Under this option, the employee's merit date will not change. The rate of adjustment must be consistently applied across all employees in the affected job class(es).

VI. STEP INCREASES/COST OF LIVING ADJUSTMENTS

Employees may be eligible for a step increase upon their annual merit increase date after one full year of service. The granting of step increases in any particular year shall be at the discretion of the Appointing Authority.

VII. FAIR LABOR STANDARDS ACT COMPLIANCE

It shall be the responsibility of each agency to determine whether a position is subject to the provisions of the Fair Labor Standards Act (FLSA) and to administer pay accordingly.

VIII. PAY ENHANCEMENTS/PAY INCENTIVES

- 1. Longevity Pay
Longevity pay is generally defined as a one-time payment to employees within established job classes, based on length of continuous service, and paid in addition to the employee's regular salary. Longevity pay is not required. Longevity payment shall be based on total years of service within the employing agency. If an employing agency wishes to provide longevity pay, the agency must set forth any applicable criteria for application of the longevity pay through a duly established resolution through the agency's governing body and submit the resolution to the Personnel Board for review and approval prior to implementation. The resolution should clearly establish the job class(es) for which the longevity pay will apply, the amount of the longevity pay for defined total service years, and any other criteria that must be met by employees to receive the longevity pay. The amount of the longevity payment may be based on either a percentage(s) of the employees' annual salary rate or a defined flat rate(s) according to years of service. The resolution must establish the longevity as a lump sum payment paid through a check issued separately from the employees' normal payroll check.
2. Retention Bonus
A retention bonus/payment is generally defined as a one-time payment provided to employees who maintain employment for a defined period that is intended to encourage retention of employees in a target job class(es). Retention bonuses are not required. If an employing agency wishes to provide a retention bonus, the agency must set forth any applicable criteria for application of the retention bonus through a duly established resolution through the agency's governing body and submit the resolution to the Personnel Board for review and approval prior to implementation. The resolution should clearly establish the job class(es) for which the retention bonus will apply, the amount of the retention bonus for each established job class, the employment time period for which the retention bonus will be provided, and any other criteria that must be met by employees to receive the retention bonus.

July 10, 2023

APPENDIX 4

The resolution must also establish the payment as a check issued separately from the employees' normal payroll check.

### 3. Recruitment/Sign-on Bonus

A recruitment/sign-on bonus is generally defined as a payment (either one time or paid out through a series of payments over a defined period of time) intended to attract candidates and incentivize acceptance of employment within the defined agency. Recruitment/sign-on bonuses are not required. If an employing agency wishes to provide a recruitment/sign-on bonus, the agency must set forth any applicable criteria for application of the recruitment/sign-on bonus through a duly established resolution through the agency's governing body and submit the resolution to the Personnel Board for review and approval prior to implementation. The resolution should clearly establish the job class(es) for which the recruitment/sign-on bonus will apply, the amount of the recruitment/sign-on bonus for each established job class, the employment time period for which the employee must work in order to retain the provided recruitment/sign-on, and any other criteria that must be met by employees to receive the retention bonus. The resolution must also establish the payment(s) as a check issued separately from the employees' normal payroll check. Recouping any provided sign-on bonus, in part or in whole, from any employee who is not retained or who separates from the agency prior to any required employment period specified in the resolution shall be the sole responsibility of the employing agency.

### 4. Uniform/Equipment Allowance

A uniform/equipment allowance is generally defined as payment to employees within a defined job class(es) who are required as a part of their job to wear a uniform or carry certain equipment, whereby the payment is intended to be an allowance equivalent to all reasonable expenses incurred by the employee in the purchase and maintenance of the uniform/equipment. Uniform/equipment allowances are not required. If an employing agency wishes to provide a uniform/equipment allowance, the agency must set forth any applicable criteria for allowance through a duly established resolution through the agency's governing body and submit the resolution to the Personnel Board for review and approval prior to implementation. The resolution should clearly establish the job class(es) for which the allowance will apply and the amount of the allowance for each established job class. The resolution must also establish the allowance payment(s) as a check issued separately from the employees' normal payroll check.

### PREMIUM PAY

Eligible employees may be paid up to a three step increase above the regular rate of pay as premium pay. Each premium pay step approximates 5%. No employee shall receive more than a three step pay increase or approximately 15% above the regular rate of pay. It is the responsibility of Appointing Authorities to assure that employees who receive premium pay for renewable certifications, registration, or licensure maintain current credentialing, including required C.E.U.'s. Premium pay is specific to the job class and/or position. Any change to an employee's assigned job class, position held, or employing agency (e.g., promotion to a new job, reassignment of duties upon which premium is based, or transfer from one agency to another) will end the premium pay and a new request to the Personnel Board will be required for the premium to be considered for approval and allocated to the employee. It is the responsibility of the Appointing Authority to notify the Personnel Board if there are changes to the duties assigned to the employee's position that was the basis of premium pay approval.

Premium pay may be awarded by an agency at the discretion of an Appointing Authority and approval by the Personnel Board. It is not mandatory that a premium be provided pursuant to this Pay Plan. If premium pay is awarded by an agency, it must be applied consistently within a given job class for similarly situated positions, or pursuant to an approved Resolution for an agency. Premium pay may only be administered based on established premium pay definitions (also referred to as premium pay codes). The premium pay codes, their definitions, their applicability to given jobs, and any criteria that must be met for approval of application of the given premium pay code are presented below. Note that some premium pay codes may be applied to positions in any job class, whereas other premium pay codes are only applicable to certain sets of job classes within defined job categories. Regardless of the defined job class, *premium pay codes may only be applied to positions for which the established rationale or criteria for the premium pay is applicable to the given position (or employee occupying the position). All premium pay must be approved by the Appointing Authority and the Director of the Personnel Board prior to the effective date.* Premium pay codes may not be combined for a given employee to exceed a three step pay increase.

#### Premium Pay Applicable to All Job Classes

##### A. Lead Worker (Premium Code #01) – one step

An employee regularly assigned as a "lead worker" may be eligible for one step above the regular pay step. A lead worker is assigned responsibilities

by an Appointing Authority or Department Head to lead one or more employees who are in the same or closely related job class. Typically, the lead worker performs the duties of the other workers in the group or otherwise performs closely associated work, but performs additional administrative or quasi-supervisory duties, such as assigning work, monitoring work quality, scheduling, maintaining pay records, and training employees. Supervisory responsibilities are incidental to the normal duties performed. Request must be made by an Appointing Authority to the Personnel Board documenting the justification and outlining the nature and duration of the assignment. *NOTE: This premium cannot be applied to job classes where lead or supervisory responsibility is already outlined in the classification specification.*

##### B. Minor-Level Project Lead (Premium Code #28) – one step

An employee who, for a defined duration, is assigned to lead a minor-level project(s) or function(s) beyond his or her normal job scope, may be eligible for one step above the regular pay step. The duties must be temporary and vital and assigned by the Appointing Authority, Manager, or Department Head. Request must be made by an Appointing Authority to the Personnel Board documenting the justification and outlining the nature and duration of the assignment.

##### C. Mid-Level Project Lead (Premium Code #26) – two steps

An employee who, for a defined duration, is assigned to lead a mid-level project(s) or function(s) beyond his or her normal job scope, may be eligible for two steps above the regular pay step. The duties must be temporary and vital and assigned by the Appointing Authority, Manager, or Department Head. Request must be made by an Appointing Authority to the Personnel Board documenting the justification and outlining the nature and duration of the assignment.

##### D. High-Level Project Lead (Premium Code #90) – three steps

An employee who, for a defined duration, is assigned to lead a high-level, multi-faceted project(s) of a managerial nature or who assumes responsibility for the management of a large or complex department(s), program(s), or function(s) beyond his or her normal job scope, may be eligible for three steps above the regular pay step. The duties must be temporary and vital and assigned by the Appointing Authority, Manager, or Department Head. Request must be made by an Appointing Authority to the Personnel Board documenting the justification and outlining the nature and duration of the assignment.

duration of the assignment.

##### E. Professional Certification (Premium Code #27) – one step

An employee who possesses a certification directly related to his or her profession may be eligible for one step above the regular pay step. The maximum premium allowed under this premium is one step, regardless of the number of certifications an employee possesses or obtains. The professional certification cannot be included as a compensable factor of the job and must:

- Be directly related to the responsibilities and duties of the position held by the employee. This relationship should be thoroughly documented in the premium pay request submission.
- Be issued by a professional organization or oversight body that is considered within the field to be the industry standard.
- Require recipients to take and pass a test to demonstrate acquisition of the targeted knowledge and/or skills.
- Require continuing educational hours be performed for maintenance of the certification.
- Provide knowledge and/or skill above and beyond the minimum qualifications for the job.

##### F. Managing Multiple Units (Premium Code #30) – two steps

A Department Head or Manager regularly assigned to manage multiple units may be eligible for two steps above the regular pay step. Request must be made by an Appointing Authority to the Personnel Board documenting the justification and outlining the departments managed and the duration of the assignment.

##### G. Educational Degree Premium Pay (Premium Code #06 – one step; Premium Code #21 – two steps; Premium Code #31 – three steps)

*NOTE: Eligible employees may only receive one of the educational degree premiums; the premiums may not be combined.*

An employee may be eligible for premium pay based on the possession of an educational degree. Education premium pay is designed to provide the opportunity to allocate additional pay to employees who have attained a college degree that is beyond any degree for which a job is compensated. Depending on the assigned job class, applicable degrees for premium pay may include an Associate's Degree, Bachelor's Degree, or Graduate Degree



(Master's, Juris Doctorate, or Ph.D.). In order to be eligible for education premium pay, the degree possessed must be:

- From an accredited college as indicated by the Council for Higher Education Accreditation (CHEA) attained with a minimum grade point average equivalent to a "C" or higher.<sup>1</sup>
- Verified by submission of an official copy of the college transcript to the appropriate Appointing Authority and to the Personnel Board.
- Beyond (i.e., higher level) any degree factored into the compensation for the given job. The compensable qualifications from the job description indicate the educational degree level at which the position is compensated.<sup>2</sup>
- Directly related to the responsibilities and duties of the position held by the employee, unless a Resolution is on file with the Personnel Board stating differently as described in the last paragraph of Section G. It is the responsibility of the Appointing Authority to submit any supporting documentation of the relationship between the degree major and the duties of the job (or position).

Educational degree premium pay may be one step, two steps or three steps depending on the degree possessed as compared to any educational degrees factored into the compensation of the job (i.e., the established pay grade). For the purposes of premium pay determinations, educational degrees are grouped into one of the following categories:

- Associate's degree or equivalent (i.e., completed 60 semester hours of college level coursework, with at least 18 of those credit hours directly related to the job)
- Bachelor's degree
- Graduate/Professional degree (e.g., MBA, Juris Doctorate, Ph.D.)

<sup>1</sup> To be eligible for premium pay, a degree/coursework must be from a college or university accredited by an accrediting body recognized by the Council of Higher Education Accreditation (CHEA). Technical/vocational coursework must be taken at a school recognized by the Alabama and/or U.S. Department of Education. Refer to the CHEA website or the U.S. Department of Education website for accreditation information, <http://www.chea.org/> or <https://www.ed.gov/accreditation>. For a list of approved nursing programs, refer to the Alabama Board of Nursing website, [www.abn.state.al.us](http://www.abn.state.al.us)

<sup>2</sup> It is important to note that the applicability of a premium to a given position or job may change based on adjustments to the compensable factors and/or minimum qualifications. In such instances where a premium is requested by an Appointing Authority and approved by the Personnel Board and, at some later date, the compensable factors or minimum qualifications associated with that job change such that the premium is no longer applicable, the employee(s) who were receiving the premium prior to the change may continue to receive the premium at the discretion of the Appointing Authority; however, any future requests for premiums for similarly situated employees shall not be approved by the Personnel Board.

Governing Body will pass a resolution so indicating.<sup>3</sup> The resolution should indicate that educational premium pay may be applied within the given agency irrespective to the major area of study and specify the job classes to which the resolution will apply. Such a resolution must be submitted to and approved by the Personnel Board in order to take effect for the given agency.

*H. Shift Differential (Premium Code #60) – one step*

Employees regularly assigned to work second shift, third shift and/or weekends may be eligible for one step above the regular pay step.

**Premium Pay Applicable to Public Safety Job Classes**

*I. Hazardous Materials(Fire) (Premium Code #4) – one step*

Fire personnel possessing a Hazardous Materials Technician Certification and regularly assigned to the Hazardous Materials Unit may be paid one step above the regular pay step.

*J. Methamphetamine/Clandestine Lab (Law Enforcement) (Premium Code #20) – one step*

Law enforcement officers (Police Officer, Police Sergeant, Sheriff Deputy, and Sheriff Sergeant) regularly assigned to methamphetamine lab investigations who possess an OSHA certification as a Hazardous Materials Technician/Basic Clandestine Lab Safety Course may be paid one step above the regular pay step.

*K. Assigned Rescue Unit (Fire) (Premium Code #5) – one step*

Fire personnel (excluding those in the job class of Firefighter Paramedic) who are regularly assigned to a rescue may be eligible for one step above the regular pay step. Firefighter Paramedics are not eligible due to the assignment to a rescue unit being a job requirement. NOTE: Assistant Fire Chiefs, Deputy Fire Chiefs and Fire Chiefs are not eligible.

*L. Tactical & Specialty Assignment (Law Enforcement) (Premium Code #8) – one step*

Police Officers and Sheriff's Deputies in the rank of Sergeant and below who are regularly assigned to any of the following may be eligible for one step

<sup>3</sup> Section 12 of the *Enabling Act* states "Changes in the salary schedule on one class or a number of classes less than all may also be made by order or resolution of a governing body as follows: A certified copy of such order or resolution shall be filed with the Personnel Board, and unless the said resolution is approved by said Personnel Board, the same shall be void and operative retroactively to the date of the same." Council 2023-20230710 Minutes.docx

The amount of premium pay allowable for a given job depends on the degree level, if any, used to establish the pay grade for the job (see Table 1). The job descriptions (available on our website – [www.pbjca.org](http://www.pbjca.org)) presents the degree-level, if any, used to establish the pay grade for the job under the section "Compensable Factors."

**Table 1. Application of Premium Pay for Degree based on Compensable Factors of the Job**

Degree Compensated in Job's Pay Grade (Compensable Factor)	Eligible Premium Based on Degree Possessed		
	Associate's	Bachelor's	Graduate/Professional
No degree	One step	Two steps	Three steps
Associate's	No premium	One step	Two steps
Bachelor's	No premium	No premium	One step
Graduate/Professional	No premium	No premium	No premium

*NOTE:* The level of degree considered a "Compensable Factor" for the job determines the level of premium, if any, allowable for a possessed degree. The compensable factors for a job can be found on the job description for the given class located on the Personnel Board's website.

*NOTE:* A doctoral-level degree may be eligible for a one step (5%) increase above the regular pay step, subject to the requirements outlined in this section, within a job class compensated at the Master's degree level.

Any job class may be eligible for educational degree premium pay so long as the requirements outlined above are met and the educational degree premium pay request is approved by the Appointing Authority and the Director of the Personnel Board. However, the Appointing Authority has the discretion to determine the job class(es) for which educational premium pay requests will be considered by the agency. In other words, an Appointing Authority may elect to pay educational premium for all job classes or he/she may elect to provide premium to a specific job class or group of jobs based on the needs of the agency.

In order for educational premium pay to be approved by the Director of the Personnel Board, the degree major area of study must be determined by the Director to be related to the job (or position) held. However, the Appointing Authority has the discretion to waive the condition requiring an educational degree to be job-related. In other words, an Appointing Authority may elect to pay educational premium for all areas of study.

Should the Appointing Authority decide to limit the job classes that are eligible or waive the condition requiring the education to be job-related, the

APPENDIX 4

above the regular pay step:

- Bomb/Explosives
- Complex Investigations (criminal, evidence collection or detective functions)
- Highway Interdiction
- Jail Corrections Emergency Response Team (CERT/ERT)
- K9
- Special Weapons and Tactics unit (SWAT)
- Two-wheeled motorcycle
- Vice/Narcotics

*NOTE:* Premiums for assignment cannot be combined for purposes of additional premium pay under Premium Code 8.

*M. Paramedic (Fire) (Premium Code #9) – one step*

Fire personnel (excluding those in the job class of Firefighter or Firefighter Paramedic) who possess a Paramedic Certification and are registered to the National Registry of Emergency Medical Technicians may be eligible for one step above the regular pay step.

*N. Field Training Officer or Corporal (Law Enforcement)(Premium Code #12) – one step*

Law enforcement officers (Police Officer or Deputy Sheriff) who are regularly assigned as Field Training Officers or Corporals may be eligible for one step above the regular pay step.

*O. Administrative Assignment (Fire) (Premium Code #16) – one step*

A Fire Lieutenant, Captain, or Battalion Chief assigned to an administrative staff position (40-hour shift) within a fire department may be eligible for one step above the regular pay step.

*P. Precinct Commander (Law Enforcement) (Premium Code #29) – one step*

Police Captains designated as Precinct Commanders may be eligible for one step above the regular pay step.

*Q. English & Spanish Proficiency (Law Enforcement and Fire) (Premium Code #62) – one step*

An employee who is a native English speaker (or achieved an English-speaking proficiency equivalent to that of a native speaker) and has proficiency in Spanish at or above Interagency Language Roundtable (ILR)

July 10, 2023

scale S-2 (limited working proficiency) may be eligible for one step above the regular pay step. This premium is not available to employees occupying job classes in which being bilingual in English and Spanish is a minimum qualification.

- R. *Honor Guard (Law Enforcement) (Premium Code #64) – one step*  
Law Enforcement ranks of Deputy Sheriff, Sheriff's Sergeant, Sheriff's Lieutenant, Police Officer, Police Sergeant, and Police Lieutenant assigned to a Departmental Honor Guard may be eligible for one step above the regular pay step. The Honor Guard will be comprised of no more than twenty members and one supervisor, who is either a Sergeant or a Lieutenant.

#### Premium Pay Applicable to Automotive Job Classes

- S. *Automotive Service Excellence (ASE) (Premium Code #15) – one step*  
Automotive Technicians, Equipment Service Writers, Auto Shop Supervisors, Equipment Structural Mechanics, Auto/Heavy Equipment Shop Supervisors and Automotive Shop Operations Superintendents who possess and maintain the ASE Certification administered by the National Institute for Automotive Service Excellence in each of the areas indicated below may be eligible for one step above the regular pay step:

*NOTE: For ASE premium, either one step or two steps may be granted depending on the certification. Premiums may not be combined.*

##### Automobiles

Automatic Transmission/Transaxle	Brakes
Electrical Systems	Engine Performance
Engine Repair	Heating and Air Conditioning
Manual Drive Train and Axles	Suspensions and Steering

##### Trucks

Brakes	Diesel Engines
Drive Train	Electrical Systems
Heating and Air Conditioning	Suspension and Steering

- T. *Automotive Service Excellence (ASE) More than 1 Year (Premium Code #25) – two steps*  
Automotive Technicians, Equipment Service Writers, Auto Shop Supervisors, Equipment Structural Mechanics, Auto/Heavy Equipment Shop Supervisors and Automotive Shop Operations Superintendents who have possessed and

maintained the Automotive Service Excellence (ASE) Certification for **more than one year** may be eligible for two steps above the regular pay step. NOTE: Employees receiving this premium are not also eligible for the premium pay outlined in premium "Q" above.

#### Premium Pay Applicable to Environmental Services Job Classes

- U. *Alabama Dept of Environmental Management (ADEM) (Premium Code #17) – one step*

*NOTE: For ADEM premium, either one step or two steps may be granted depending on the certification. Premiums may not be combined.*

Water Utility Service Helpers, Water Utility Service Workers, Senior Water Utility Service Workers, Water Utility Inspectors, Water Distribution Supervisors and Water Utility Service Supervisors who possess and maintain an Alabama Department of Environmental Management (ADEM) Grade I or II Certification may be eligible for one step above the regular pay step.

- V. *Alabama Dept of Environmental Management (ADEM) (Premium Code #39) – two steps*

Water Utility Service Helpers, Water Utility Service Workers, Senior Water Utility Service Workers, Water Utility Inspectors, Water Distribution Supervisors and Water Utility Service Supervisors who possess and maintain an Alabama Department of Environmental Management (ADEM) Grade III or IV Certification may be eligible for two steps above the regular pay step.

#### Premium Pay Applicable to Building Inspections Job Classes

- W. *Residential Combination Inspector, Commercial Combination Inspector, or Combination Plans Examiner Certification Premium Pay (Premium Code #35 two steps)*

*NOTE: Eligible employees may receive premium pay under Premium Code #35 for only one of the Combination Certifications.*

An inspector in the Building Inspections job family, who possesses a Residential Combination Inspector, Commercial Combination Inspector, or Combination Plans Examiner certification from the International Code Council (ICC), may be eligible for two steps above the regular pay step. The maximum allowed under Premium Code #35 is two steps, regardless of the number of combination certifications an employee possesses or obtains. None of these certifications can be included as a compensable factor of the

job. Applicable ICC certification designations are R5, C5, and C3, each of which requires successful completion of 4 related exams/certifications.

- X. *Combination Inspector Certification Premium Pay (Premium Code #37 – three steps).*

An inspector in the Building Inspections job family, who possesses the Combination Inspector certification from the International Code Council (ICC), may be eligible for three steps above the regular pay step. This certification cannot be included as a compensable factor of the job. The applicable ICC certification designation is C8, which requires successful completion of 8 related exams/certifications.

#### Section 2 Job Descriptions

Job descriptions are located on the website, [www.pbjca.org](http://www.pbjca.org), under Job Information > Job Descriptions.

#### Section 3 Salary Schedules

Salary schedules and rate sheets by agency are located on the website, [www.pbjca.org](http://www.pbjca.org), under Job Information > Salary Schedules.

Beech Street
Evaluation of Drainage Problems and Preliminary Design

June 12, 2023

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for Consulting Services associated with the study of drainage problems in the vicinity of Beech Street and Sims Avenue in Mountain Brook, Alabama.

PROJECT OVERVIEW

Certain Properties along Beech Street near Sims Avenue experience periodic flooding. Drainage is apparently bypassing a roadside inlet and flowing across residences to the ditch located at the rear of the Beech Street lots. In addition, the ditch mentioned previously floods independently. In this work, the local drainage system will be surveyed and evaluated, preliminary hydrologic computations performed, and preliminary recommendations of measures to improve drainage conditions made.

PROPOSED SCOPE & SERVICES

1. Surveying of drainage and improvements in the study area

The Consultant would field survey and document the existing drainage system in the vicinity Lorena Lane and Fairmont Drive. This information would be incorporated into the GIS drainage base map of the area. The detailed scope is as follows:

- Coordinate as required with Client
Establish Survey control on State Plane Coordinates
Field Survey drainage improvements and improvements in study area
Process data and incorporate into CAD database

Lump Sum Fee \$ 5,620

2. Hydrologic/Hydraulic Modeling of drainage system and development of improvement options

The Consultant would prepare develop preliminary hydrologic and hydraulic models of the drainage basin and existing drainage infrastructure. The Consultant will also assist the City in having a video inspection of the drainage system in Beech Street and Sims Avenue performed and evaluated. Remediation options would be developed and design exhibits of potential improvements developed.

- Coordinate as required with Client
Assist with Video inspection of local drainage system
Determine basin hydrologic parameters
Develop hydraulic model, based on existing system configuration
Develop and remediation options
Develop design exhibits and brief narrative

Lump Sum Fee \$ 9,200

NOT INCLUDED IN SCOPE OF WORK

- Final Design (future work, once scope is determined)
Studies of detention (not a suitable option)
Construction surveying
Work associated with easements, etc.
Private utility locations by utility locators

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

SCHEDULE OF UNIT RATES - EFFECTIVE THROUGH 12/31/2023

Table with 2 columns: Position and Rate. Includes Senior Principal (\$325.00 per hour), Principal (\$215.00 per hour), Survey Field Crew (\$195.00 per hour), Department Manager/Chief Land Surveyor (\$185.00 per hour), Senior Project Manager (\$175.00 per hour), Project Manager (\$150.00 per hour), Senior Professional (\$150.00 per hour), Project Professional (\$125.00 per hour), Staff Professional (\$115.00 per hour), Senior Designer / Drafter / Specialist (\$115.00 per hour), Designer 2 / Drafter 2 / Specialist 2 (\$105.00 per hour), Designer 1 / Drafter 1 / Specialist 1 (\$95.00 per hour), Admin/Co-Op/Technical Support (\$85.00 per hour).

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services.
2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated

(\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and

(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancellation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed party must promptly provide the other with written notice of the Force Majeure Event, the delayed party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;
(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.
3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.
4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.
5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.
6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of Services within established schedules.
7) Consultant's Insurance. For the duration of the Project and the Agreement and for limits not less than stated below, Consultant, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to Client:

- (a) Professional Liability with minimum limits of not less than One Million Dollars

- 13) Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.
- 15) Limitation of Liability. In no event may Consultant recover from Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the Client's breach of its obligations hereunder or suspension or termination of this Agreement.
- 16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.
- 17) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
- 18) Any forbearance or delay on the part of Client in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.
- 19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.
- 20) This Agreement is made only for the benefit of the parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
- 21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.
- 22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows

- is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- 23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.
- 24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.
- 25) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned duly authorized representatives of the parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: *Stewart H. Welch III*  
Stewart H. Welch III

Its: Mayor

Date: 7-10-2023

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

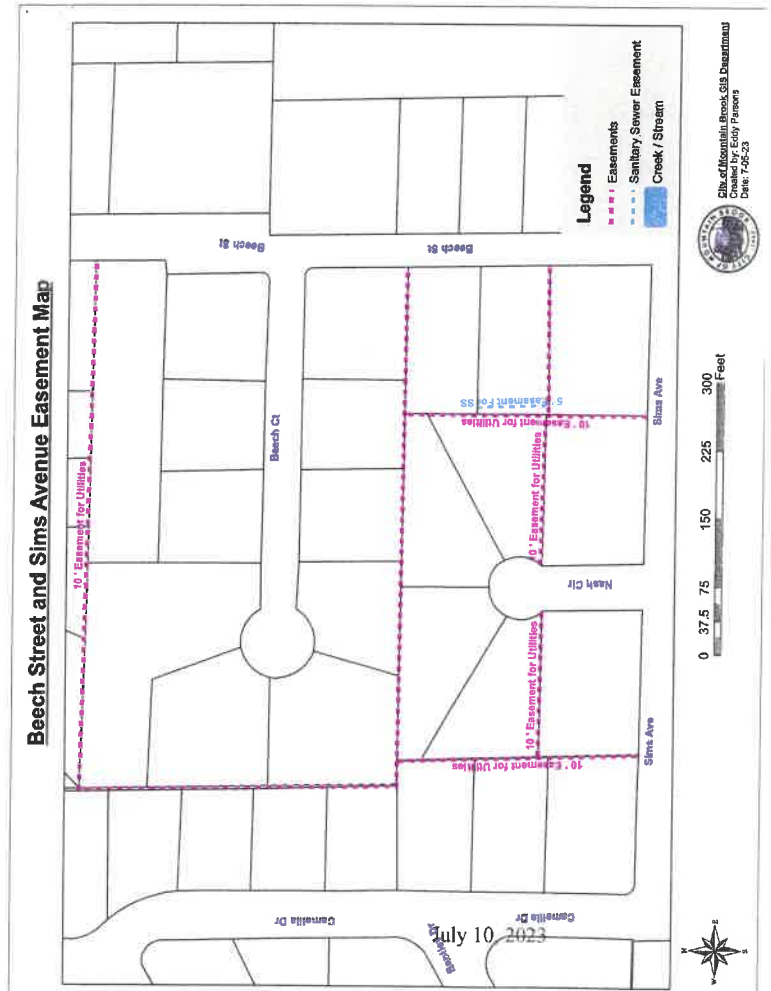
By: *Walter School III*  
Walter School III

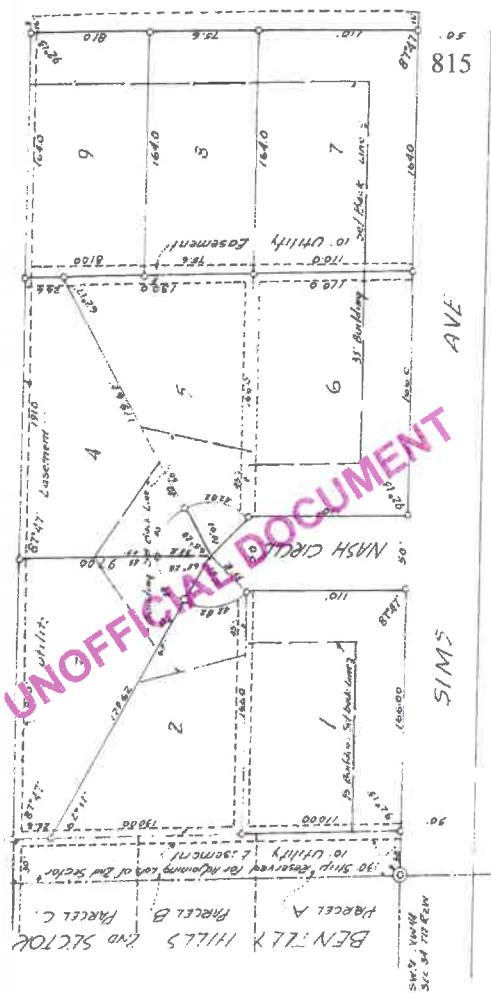
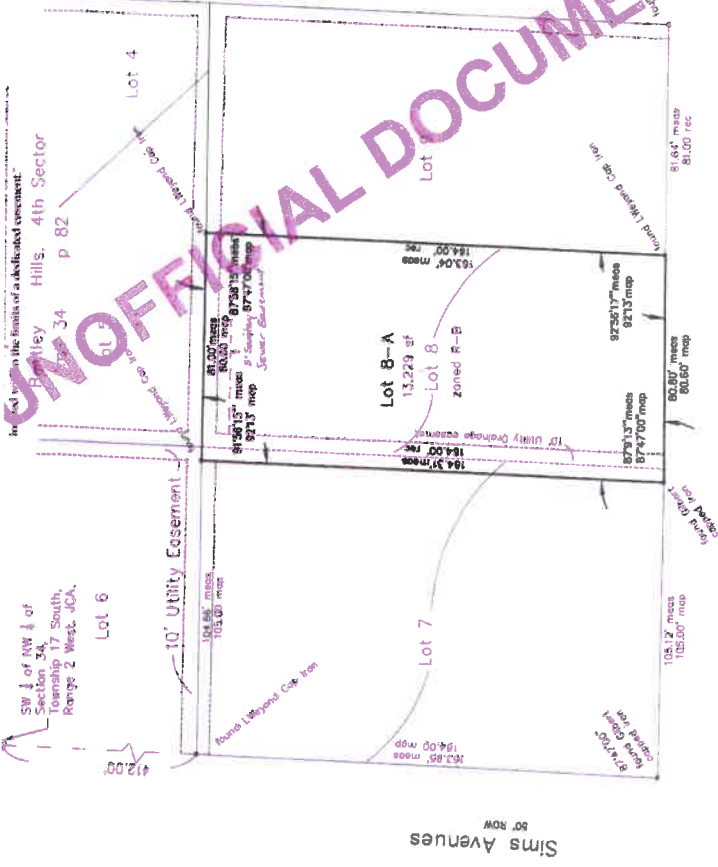
Its: President

Date: June 12, 2023

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: \_\_\_\_\_  
 Client: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Client's Project Number: \_\_\_\_\_ Client's Purchase Order Number: \_\_\_\_\_  
 Consultant's Project Representative: \_\_\_\_\_  
 Client's Project Representative: \_\_\_\_\_





816  
Date: July 5, 2023  
To: Council Members  
From: Shanda Williams, Parks and Recreation  
Subject: Park Board Appointment

MINUTE BOOK 93

City of Mountain Brook  
Public Service Application

David Price's term expired recently and someone needs to be appointed to fill his vacant position.

As with all city boards, the Park Board and City Council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have an application process in place that gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial in that role. Most of the applicants have also had a chance to attend a Park Board meeting to introduce themselves, but because they only came to one meeting, not everyone had the chance to meet them. I have invited them to visit and participate in future Park Board meetings to allow for more informed recommendations when filling a position. This should also encourage more public input into our projects.

I have attached the all the applications of the eligible candidates which include Blake Russell, Tom Warburton, and Tate Davis. All applicants have listed experiences and qualifications that would benefit the Park Board and even though some have been on our list for a few years, they all have recently expressed an interest in serving on the Park Board.

The Park Board members submitted their recommendations. Each applicant received recommendations, but Tom Warburton narrowly nudged out the other two. Some of the reasons listed for Mr. Warburton was his recent volunteer efforts in beautifying areas of Birmingham and his leadership with the Boy Scouts. Some comments about Blake Russell was his involvement with the sports programs and it would be beneficial to have some overlap between him and Brian Lucas if he steps down in 2024 as planned. Tate Davis has shown interest in serving on the Park Board by visiting the meetings fairly regularly and participating in some of our discussions.

In order to help present a whole picture of the board, here is a list of the board members, the year their term expires, and what term they are currently serving.

2023	2024	2025	2026	2027
	Brian Lucas (2)	Trent Wright (2)	Meredith Waldrop (2)	Bill Wyatt (3)
Aimee Reese (1)	Charlie Carper (3)	Helen Drennen (2)		Elizabeth Dunn (1)
				Dean Nix (4)

We have a variety of park and recreation interests to work on for the next few years. We are working on the Jemison Trail renovation, the Tot Lot plans, and potential improvements to Overton Park as well as other trail and park improvements. We are also continuing our efforts to make improvements at all the sports fields and add more pickleball courts. I also think with our new pickleball courts and turf fields, we need to adjust our rental agreements to include tournament rates and guidelines as those requests have increased drastically this past year. Of course we continue to work with island improvement projects and Eagle Scout projects on a regular basis.

Date: 8/14/20 Name: Blake Russell  
Phone Number: (205) 447-6103 Email: rblakerussell@gmail.com  
Address: 4032 Royal Oak Circle, Mountain Brook, AL 35243  
Street City State Zip Code

How long have you been a resident of Mountain Brook? 11 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Mountain Brook Athletics	2015 - Present	Volunteer Coach

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I have a 10, 7, and 4 year old that all play sports in Mountain Brook. I'm passionate about youth sports and the facilities and parks in the city. I want to serve the city by joining this board.

APPENDIX 6

Scanned with CamScanner

Blake Russell  
4032 Royal Oak Circle • Birmingham, AL 35243 • (205) 447-6103  
brussell@primetherapeutics.com

Education

University of Alabama, Tuscaloosa, AL  
Bachelor of Science in Commerce and Business Administration, 2002  
Major: Healthcare Management

Professional Experience

Prime Therapeutics, Birmingham, AL

Director, Employer Market Sales, February 2020 - Present  

- Lead a team of 11 Sales Executives that are responsible for selling prescription drug benefits to employers
- Responsible for the overall sales strategy at the company
- Educate benefit consultants on the value and capabilities of the company
- Establish incentive structures and the sales department budget

Prime Therapeutics, Birmingham, AL

Sales Executive, April 2014 - February 2020  

- Collaborate with Blue Cross and Blue Shield of Alabama and key internal stakeholders to develop and execute market positioning strategies
- Responsible for building strong relationships with key consultants in any market
- Build winning strategies for key prospects and pursue the business
- Provide continuous education to client sales, client account management, employer groups, and consultants on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross Sales, Pharmacy, Proposal, and Underwriting teams

Prime Therapeutics, Birmingham, AL

Account Executive, March 2013 - April 2014  

- Manage and provide strategy related to pharmacy spend, benefit consultation, products and services, and group/member satisfaction for forty self-insured employer groups
- Execute on the top sell of products and services to employer groups that align with Blue Cross and Blue Shield of Alabama and Prime's corporate initiatives
- Meet with employer groups and report key financial metrics on a quarterly basis
- Provide continuous education to employer groups on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross account team, employer group administrators, and consultants

Prime Therapeutics, Birmingham, AL

Senior Account Consultant, October 2010 - March 2013  

- Responsible for leading strategy related to Home Delivery, Website Services, e-Prescribing, Pharmacy Audit, and other pharmacy product offerings for Blue Cross and Blue Shield of Alabama
- Supported Account Executives on key employer account groups by presenting product strategies during meetings, providing data analysis, managing employer group driven projects, and resolving issues
- Led execution and review of contract obligations including Performance Guarantees and Service Level Agreements with Blue Cross and Blue Shield of Alabama
- Coordinated efforts regarding Healthcare Reform for Blue Cross and Blue Shield of Alabama
- Created and maintained the Product Service Menu for Blue Cross and Blue Shield of Alabama

Blue Cross Blue Shield of Alabama, Birmingham, AL

Business Analyst, December 2004 - October 2010  

- Managed all aspects of Blue Cross and Blue Shield of Alabama's re-accreditation process with the Utilization Review Accreditation Commission (URAC)
- Consulted various business areas (Marketing, Information Technology, Customer Service, Network Services, Health Management) to assure that their processes followed URAC Standards
- Provided development, reporting, and performance analysis services for satisfaction surveys in Customer Service, Health Management, and Pharmacy

What specific objectives would you work towards as a member of the selected board?  
 Sports facilities and improving the access for our youth  
 Improving our parks to ensure that people of our great city can maximize the usage of them

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I coach youth baseball, basketball, and football and have visibility and understanding of all facilities in mountain brook. I'm passionate about our community and for being a positive influence to our youth. I'm a leader at my company and those skills with translate into being a great board member

Certification

By initialing here ( BR ), I certify the following:

I am a resident of Mountain Brook  
 I understand the commitment requirements for the board for which I am applying.  
 I understand that I will be serving without compensation.  
 I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
 I will keep an open mind and consider all sides of issues presented to the board.  
 I understand that this application and appointment will become public record.

Blake Russell  
 Printed Name of Applicant Signature Date 8/14/20

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.  
 Submit the application to: [www.mtnbrook.org](http://www.mtnbrook.org) or Sam Gaston, City Manager at [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

**City of Mountain Brook  
Public Service Application**

**MINUTE BOOK 93**

What specific objectives would you work towards as a member of the selected board?

Maintaining and expanding the current trail system as it is very heavily used and needs maintenance and upgrades as well as a systematic approach to litter and erosion control. Perhaps an "adopt a trail" program. Otherwise, supporting and assisting with an awesome set of parks, trails, and playgrounds.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am a marathoner and Eagle Scout, as well as an Alabama attorney. Please see the attached resume. Thank you for your consideration.

Date: August 31, 2020 Name: Tom Warburton  
Phone Number: (205) 521-8987 Email: twarburton@bradley.com  
Address: 3001 Sterling Road Mountain Brook Alabama 35213  
Street City State Zip Code

How long have you been a resident of Mountain Brook? Approximately 15 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	<u>Parks and Recreation Board</u>
Editorial Board	Finance Committee	Emmet O'Neal Library Board

**Previous Board Appointments**

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
N/A	N/A

**Community Activities**

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of Organization	Dates Served	Title, Specific Projects, or Other Info.
BSA Troop 53	2017-Present	Assistant Scoutmaster, Advancement
Alabama Ballet	2015-2019	Board Member; Corporate Giving Chair

**Appointment Interest**

I am the father of 3 Mountain Brook kids and thoroughly enjoy utilizing the City's parks and athletic facilities via youth sports, running, and recreation. It would be a privilege to bring my legal and athletic background to assist my fellow citizens in the maintenance, development, and enhancement of their parks and rec facilities and goals.

**Certification**

By initialing here ( RTW ), I certify the following:

I am a resident of Mountain Brook  
I understand the commitment requirements for the board for which I am applying.  
I understand that I will be serving without compensation.  
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
I will keep an open mind and consider all sides of issues presented to the board.  
I understand that this application and appointment will become public record.

R. Thomas Warburton RTW 08/31/2020  
Printed Name of Applicant Signature Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.  
Submit the application to: [www.mtmbrook.org](http://www.mtmbrook.org) or Sam Gaston, City Manager at [gastons@mtmbrook.org](mailto:gastons@mtmbrook.org)

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

APPENDIX 6

**R. THOMAS WARBURTON**

3601 Sterling Road • Mountain Brook, AL 35213 1819 Fifth Avenue North • Birmingham, AL 35203  
(205) 503-1676 [warburton@bradley.com](mailto:warburton@bradley.com)  
(205) 521-8987

**PROFESSIONAL EXPERIENCE**

BRADLEY ARANT BOULT CUMMINGS LLP 2003 to Present  
PARTNER Birmingham, Alabama

- General civil trial practice
- Substantial jury and non-jury trial experience in State and Federal Courts across the country, including trials in antitrust, business, civil rights, construction, insurance, mineral rights, negligence, product liability, land use, real property, tax, and wrongful termination matters
- Active alternative dispute resolution practice; experienced in multi-party arbitration and mediation
- Experience handling appeals before State and Federal Appellate Courts
- *Best Lawyers in America, Commercial Litigation*, 2016 to Present
- *Benchmark Litigation, "Litigation Star,"* Alabama, 2015 to Present; "Future Star," Alabama, 2014
- *Alabama Super Lawyers*, General Litigation, 2014-2015; "Rising Stars," General Litigation, 2010, 2013
- Martindale-Hubbell AV Preeminent Rated

LAW CLERK TO HONORABLE R. FRED LEWIS 2001 to 2003  
*Supreme Court of Florida* Tallahassee, Florida

**PROFESSIONAL HONORS AND ACTIVITIES**

- |                                 |      |
|---------------------------------|------|
| MEMBER OF THE FLORIDA BAR       | 2001 |
| MEMBER OF ALABAMA STATE BAR     | 2002 |
| MEMBER OF STATE BAR OF GEORGIA  | 2009 |
| MEMBER OF STATE BAR OF MISSOURI | 2013 |
| MEMBER OF THE TENNESSEE BAR     | 2015 |

- ADMITTED TO PRACTICE IN THE FOLLOWING FEDERAL COURTS:
- United States Court of Appeals for the Fifth Circuit 2003
  - United States Court of Appeals for the Eleventh Circuit 2003
  - United States District Court for the Northern District of Alabama 2003
  - United States District Court for the Middle District of Alabama 2003
  - United States District Court for the Northern District of Ohio 2009
  - United States District Court for the Middle District of Georgia 2009
  - United States District Court for the Northern District of Oregon 2009
  - United States District Court for the Northern District of Florida 2009
  - United States District Court for the Middle District of Florida 2011
  - United States District Court for the Southern District of Florida 2012
  - United States District Court for the Western District of Arkansas 2012
  - United States District Court for the Eastern District of Arkansas 2012
  - United States District Court for the Northern District of Ohio 2012
  - United States District Court for the Southern District of Georgia 2014
  - United States District Court for the Eastern District of Missouri 2016
  - United States District Court for the Middle District of Tennessee 2016
  - United States District Court for the Western District of Tennessee 2016

**MEMBERSHIPS AND AFFILIATIONS**

- ALABAMA DEFENSE LAWYERS ASSOCIATION, MEMBER  
• Board of Directors 2010-2015
- ASSOCIATION OF DEFENSE TRIAL ATTORNEYS, PRIME MEMBER
- DEFENSE RESEARCH INSTITUTE, MEMBER
- BIRMINGHAM BAR ASSOCIATION  
• Young Lawyer Section, Past Executive Committee Member  
• Grievance Committee
- ALABAMA STATE BAR  
• Judicial Liaison Committee, Past Chair  
• Leadership Forum Selection Committee, Chair  
• Disciplinary Rules and Enforcement Committee  
• Alabama State Bar Leadership Forum
- ALABAMA COAL ASSOCIATION
- BIRMINGHAM AMERICAN INN OF COURT

**EDUCATION**

UNIVERSITY OF VIRGINIA SCHOOL OF LAW J.D., 2001  
VIRGINIA MILITARY INSTITUTE B.A., 1998

**EDUCATIONAL HONORS AND ACTIVITIES**

- GRADUATED FIRST IN CLASS, VIRGINIA MILITARY INSTITUTE
- DILLARD AWARD (MOST DISTINGUISHED LIBERAL ARTS GRADUATE), VIRGINIA MILITARY INSTITUTE
- STOLTZ AWARD (MOST DISTINGUISHED INTERNATIONAL STUDIES GRADUATE), VIRGINIA MILITARY INSTITUTE
- EDITORIAL BOARD, VIRGINIA TAX REVIEW
- PEBER ADVISOR, UNIVERSITY OF VIRGINIA SCHOOL OF LAW
- LLE MOOT COURT, FIRST ROUND WINNER
- KAPPA ALPHA ORDER, WASHINGTON & LEE UNIVERSITY

**PERSONAL**

BOY SCOUTS OF AMERICA TROOP 53, ASSISTANT SCOUTMASTER  
INDEPENDENT PRESBYTERIAN CHURCH, MEMBER  
MARRIED TO SARAH OLIVER WARBURTON; SON, REED T. WARBURTON, JR.; DAUGHTER, GRAY O. WARBURTON;  
AND SON, OLIVER M. WARBURTON

Date: 2/13/2023 Name: Tate Alexander Davis  
Phone Number: (205)586 - 7212 Email: tad8910@gmail.com  
Address: 3752 North Woodridge Road, Mountain Brook AL 35223  
Street City State Zip Code  
How long have you been a resident of Mountain Brook? 38  
Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	<b>Parks and Recreation Board</b>
Editorial Board	Finance Committee	Emmet O'Neal Library Board

**Previous Board Appointments**

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
Mountain Brook Chamber of Commerce Executive Board	2023 - Current

**Community Activities**

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Board Member of Camp McDowell	2019 - Current	
Jr Board of Magic Moments	2004 - 2006	
St. Luke's Church Facilities Committee	2006- Current	
Monday Morning Quarterback Club	2009 - Current	
Long Green Line	2021 - Current	MBHS Football Mentorship Program
Alabama Associated General Contractors	2005 - 2019	
Supported United Way Campaign through Brasfield & Gorrie	2004 - 2019	

**Appointment Interest**

Please provide a brief statement describing your interest in serving on the selected board.

I am interested in getting more involved in our community and Park & Rec Board is a good starting point for me. Our facilities, fields, trails, and parks interest me as they are used heavily by myself and my family and likely the most used resource in our community and beyond. We need to continue to maintain and grow all those mentioned above while making sure they are properly planned and expanded to keep up with our communities' growth and the connectivity we share with Samford & Homewood.

What specific objectives would you work towards as a member of the selected board?

I want to carry on the tradition that Mountain Brook has established and make our city parks, fields, facilities, & trails better than they are now for the future of our City and children. I have experienced the use of all our fields, parks & facilities as a child and again now as an adult raising my own children. All these places helped mold me in my youth playing sports and exercising. I have played & coached MB sports and now putting my children through our MB youth and High School programs, our Parks and Recreation facilities continue to shape this community. I want to make sure this continues for future generations.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I have spent 23 years in the construction and development industry. I would be beneficial to the Board with this background to help plan and implement new fields, trails, restrooms, gyms & other buildings that are needed in the community.

Additionally, I spent 3 springs & summers in high school working for the Parks & Recreation Department. I am familiar with what it takes to maintain our ball fields and City property because I have personally cared for these areas in the past.

**Certification**

By initialing here (TAD), I certify the following:  
I am a resident of Mountain Brook  
I understand the commitment requirements for the board for which I am applying.  
I understand that I will be serving without compensation.  
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
I will keep an open mind and consider all sides of issues presented to the board.  
I understand that this application and appointment will become public record.

APPENDIX 6

Tate Davis  
Printed Name of Applicant  
Signature  
2/13/23  
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc. Submit the application to: www.mtnbr.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

**TATE DAVIS**

205-586-7212 | tad8910@gmail.com

**SENIOR CONSTRUCTION OPERATIONS EXECUTIVE**

Multifaceted Leader Driving Millions in Profit with Integrity and Positioning Companies for Lasting Success

Construction leader with 20+ years of experience managing multi-million-dollar projects with operational excellence. Wide-ranging success partnering with high-profile clients in commercial, healthcare, and multi-family industries. Highly ethical and articulate communicator with business acumen to work collaboratively in multidisciplinary groups. Trusted advisor to network of stakeholders.

**CIVIC LEADERSHIP & AFFILIATIONS**

- Board Member | Mountain Brook Chamber of Commerce
- Board Member | Camp McDowell, Board Member
- Member | Monday Morning Quarterback Club
- Mentor | The Long Green Line, Mountain Brook High School Football Mentorship Program
- Facilities Committee | Saint Luke's Episcopal Church
- Youth Adult Lead Team | Saint Luke's Episcopal Church
- Hampden-Sydney College, Football

**NOTABLE PROJECTS**

- LEO@Jamestown, 296 Units (\$59 M)
- LEO@Flint Crossing, 266 Units (\$51 M)
- Bryant Denny Stadium South Endzone Expansion (\$50 M)
- AdventHealth Wesley Chapel Healing Plaza (\$43 M)
- E.J. Ourso College of Business (\$40 M)
- Pultz Building & Parking Deck Renovation (\$40 M)
- Auburn University Student Center (\$32 M)
- Knowville Rehabilitation Hospital (\$31 M)
- Homewood Board of Education Central Office (\$9 M)
- Ronald McDonald House Expansion (\$7.3 M)
- National Bank of Commerce Headquarters (\$5.5 M)
- The Club Renovation (\$4 M)

**LEADERSHIP EVOLUTION**

**Senior Manager, Design & Construction** | Encompass Health - Birmingham, Alabama 2023 - Present  
National leader of post-acute care with a network of facility-based inpatient rehabilitation hospitals. Assists in the establishment, maintenance and plan for implementation of Corporation wide building design standards that meet Operations and regulatory requirements. Supports field operations in identifying and quantifying capital project scopes and budgets. Provide project management for implementation of approved capital design and construction projects and design, construction guidance, support on Home Office development projects and assists field operations in maintaining the Home Office design & construction standards.  
**Director of Construction** | Advenir Oakley Capital - Birmingham, Alabama 2022 - 2023  
Start-up vertical investor, developer and operator of Single-Family Rental / Built-for-Rent communities across the nation. Fostered industry relationships that expanded the company's project portfolio. Provided preconstruction expertise in document review and bid evaluations of general contractors/subcontractors, transitioning into owner's representative for onsite OAC meetings, schedule and budget management, and pay application review. Refined programmatic project drawings for general contractors resulting in greater accuracy with bids, budget savings, and greater pool of contractor options. Managed multiple projects and served as the interface between ownership and General Contractors. Utilized critical analysis, thoughtful decision-making, and motivational leadership in scheduling, budget, and people management to keep projects on track. Contributed to the streamlining of the start-up's brand strategy and messaging to drive future growth.  
**Vice President of Project Development** | Capital Growth Medvest - Birmingham, Alabama 2019 - 2021  
Full-service medical real estate development company. Collaborated with healthcare systems, physicians, and tenants to ensure project development goals exceeded standards from inception to turnover. Served as the Project Owner's Representative - managed General Contractors, kept projects within budget with on time completions. Led project planning, construction process, budget administration, permitting, RFP process, and contractor selection during pre-construction. Facilitated the architect design process - refined programmatic project drawings for General Contractors and subcontractors to review resulting in greater accuracy with bids and savings to the overall budget. Used Procore to manage projects, resources, and financials.  
**Project Manager / Assistant Project Manager / Estimator** | Brasfield & Gorrie, LLC - Birmingham, AL 2004 - 2019  
Largest General Contractor in the southeast region; #22 ENR Top 400 Contractors. Dedicated team member receiving three promotions in 11 years. Entrusted to serve as primary point of contact for the Owner and Architect on behalf of multiple notable projects. Coordinated multi-faceted construction teams up to 100 people and bridged solid relationships between all parties to produce high-quality products. Monitored project progress, analyzed performance, identified risks, and implemented corrective measures through numerous technology platforms including: Prolog, Primavera 6, Oracle's JD Edwards EnterpriseOne, Submittal Exchange, and PlanGrid. Briefed executive leadership on progress with a strong focus on continual problem solving to overcome any obstacles.

Awards & Accolades: Associated Builders & Contractors, Eagle Award, 2018; Associated Builders & Contractors, The Pultz Building, 2018; Engineering News - Record Southeast Regional Best of Projects, The Pultz Building, 2018

**EDUCATION**

Bachelor of Science in Business Administration, Auburn University, 2000



AGREEMENT FOR COST SHARING

Lane Park Road Paving Project

The CITY OF BIRMINGHAM, ALABAMA ("Birmingham"), a municipal corporation and the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation, enter into this AGREEMENT FOR COST SHARING ("Agreement") as of the 21<sup>st</sup> day of June, 2023. Mountain Brook and Birmingham individually may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, Section 11-102-1 et seq., Code of Alabama (1975) authorizes counties or incorporated municipalities of the State of Alabama to enter into written contracts with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties, and further provides that the joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities; and

WHEREAS, Act No. 1969-916, Acts of Alabama (the "Act") authorizes municipalities and public corporations located in Jefferson County to make the most efficient use of their respective powers by enabling such entities to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of Jefferson County and such municipalities (Section 11-102-1 et seq., Code of Alabama (1975) and the Act are referred to collectively hereinafter as "the Intergovernmental Agreement Laws"); and

WHEREAS, Lane Park Road traverses through both Birmingham and Mountain Brook, serving as an important connector important for visitors to the Birmingham Zoo, the Birmingham Botanical Gardens, Mountain Brook Village and other points in that area that are regularly accessed by the citizens of both Birmingham and Mountain Brook; and

WHEREAS, Lane Park Road is in need of repaving and areas needing such improvements lie in both jurisdictions; and

WHEREAS, Mountain Brook has bid and undertaking paving improvement projects in other parts of Mountain Brook and has offered to pave the portions of Lane Park Road that lie within both jurisdictions (the "Project") in return for the agreement by Birmingham to share in the cost of paving the respective part of Lane Park Road lying within its city limits; and

WHEREAS, pursuant to the Intergovernmental Agreement Laws, the Parties desire to work cooperatively with respect to the Project through an arrangement under which Mountain Brook will undertake and administer the Project, which will consist of milling and resurfacing Lane Park Road by milling the top one and 1/2 inches of pavement, overlaying new pavement consisting of one and 1/2 inches of asphalt seal wearing surface, restriping the road using striping patterns that are in place currently and providing ADA curb ramps, if required; and

renewal term, the Parties will engage in good faith negotiations to further extend this Agreement for the period required to complete the Project.

VI. PROCESS FOR APPROVING, PAYMENT AND REIMBURSEMENT OF MOUNTAIN BROOK.

- (i) Each Party will designate a senior level representative who will be responsible for administration of its respective organization's responsibilities under this Agreement (the "Contract Administrator").
(ii) Mountain Brook promptly will forward to Birmingham's Contract Administrator a notice when the Project is complete and shall include an invoice or other request for payment in the amount of Birmingham's agreed upon contribution. Prior to any payment of any amounts attributable for paving the portion of Lane Park Road in Birmingham's jurisdiction, the Contract Administrators for each Party will consult and certify that the amount that Mountain Brook intends to pay is proper and should be paid by Mountain Brook. Such consultation and certification shall occur not less than 10 days before any such payment is due.

If any dispute, disagreement or conflict arises between the Parties as to (a) the refusal or failure by Birmingham to certify or approve payment by Mountain Brook (a "Payment Dispute"), the Parties agree to resolve such Payment Dispute as follows. The Payment Dispute first shall be submitted to the Mayor of Birmingham and City Manager of Mountain Brook for consideration and potential resolution by those officials. If those officials do not resolve the Payment Dispute within twenty (20) days after submission to them, either Party may request that the Payment Dispute be submitted for resolution in a non-binding mediation before a neutral third party that is mutually acceptable to the Parties. The provisions of § 6-6-20, Code of Alabama, 1975, shall apply with respect to any such mediation, except that the expense of any such mediation shall be equally shared between the Parties and each Party shall be responsible for its own attorney fees and other costs in such mediation. If the Payment Dispute is not resolved by mediation, the dispute resolution process shall be litigation in Jefferson County Circuit Court, provided that, in any such litigation, each Party agrees to waive any right to a jury trial and the prevailing Party in any such litigation shall be entitled to recover from the other Party the reasonable attorney fees and any costs of court that the prevailing party incurs in that action.

- (iii) Following the above-described confirmation and certification or the resolution of a Payment Dispute determining that Mountain Brook should pay the amount in dispute, Mountain Brook will pay the amount due and promptly notify Birmingham, in writing, upon making any such payment.

WHEREAS, pursuant to the terms of this Agreement, Birmingham agrees to contribute the sum of \$65,105.00 for its respective share of the Project; and

WHEREAS, it is in the public interest for the Parties and their respective citizens to cooperate on the implementation of the Project; and

WHEREAS, the parties find that it is in the public interest that the parties enter into this Agreement for Cost Sharing in accordance with the Intergovernmental Laws in order to better serve the public.

NOW, THEREFORE, in consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

- I. IMPLEMENTATION AND ADMINISTRATION OF PROJECT: The Project will be implemented and administered by Mountain Brook.
II. PURPOSE: The Parties agree to jointly undertake the activities described herein to complete the Project by working cooperatively in a manner which will make the most efficient use of their respective powers and resources in a manner that benefits the citizens of each municipality.
III. SHARING OF PROJECT COSTS: The Parties agree that, for purposes of this Agreement, the benefits of the Project are proportionate to each jurisdiction's contribution. Accordingly, Mountain Brook will pay \$69,023.00 for paving the portions of Lane Park Road that are located in its jurisdictional limits (the "Mountain Brook Contribution") and Birmingham will contribute the sum \$65,105.00 for paving the portions of Lane Park Road that are within its jurisdictional limits (the "Birmingham Contribution").
IV. EFFECTIVE DATE: This Agreement will become effective on the date (the "Effective Date") on which the last of all of the following has occurred: (1) Birmingham's City Council has approved an ordinance of permanent operation authorizing Birmingham to enter into this Agreement; (2) Mountain Brook's City Council has approved an ordinance of permanent operation authorizing Mountain Brook to enter into this Agreement; and (3) the respective, duly authorized representatives of the Parties have executed this Agreement.
V. TERM: This Agreement shall commence on its Effective Date and continue in effect for six (6) months or until the Project is completed, whichever first occurs; provided that, if the Project is not completed at the end of the initial six (6) month term, this Agreement will be automatically renewed on the terms stated herein for an additional renewal period of six (6) months. If the Project is not completed by the end of the first

- (iv) No later than ten (10) days following such payment, Birmingham will remit the Birmingham Contribution to Mountain Brook. If requested by Birmingham, Mountain Brook will submit and deliver to Birmingham's Contract Representative an invoice evidencing the amount to be remitted by Birmingham.

VII. DEFAULT. The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder (a "Default", which includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for amounts payable by Birmingham hereunder) will have a detrimental impact on the operations of the other Party. Consequently, in the event of a Default by either Party hereunder, the following understandings apply:

- (i) If the non-defaulting Party files litigation to enforce its rights hereunder and prevails in that proceeding, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorney's fees and costs of litigation that it incurs to remedy any such Default; and
(ii) If the defaulting Party fails to cure the Default within sixty (60) days after receipt of written notice thereof from the non-defaulting Party, the non-defaulting Party, in addition to all other remedies available to it at law or provided herein, may terminate this Agreement effective immediately upon its provision of a second written notice.

VIII. MISCELLANEOUS.

- a. Each Party shall duly appropriate and finance its anticipated respective costs for the Project from the funding sources it deems appropriate. The failure of either Party to make such appropriations shall not relieve Mountain Brook of its obligations to make Project-related payments or Birmingham of its obligation to pay and reimburse Mountain Brook for amounts due and owed hereunder.
b. Unless otherwise agreed in writing, the Parties expressly agree that, following the construction of the Project, neither Party assumes any risk or future liability, or any future responsibility for maintaining any portion of Lane Park Road that is located outside its respective jurisdiction.
c. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.
d. The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture. The Parties agree that nothing contained in this Agreement, and no act of any

APPENDIX 7

Party, shall be deemed or construed to create any third-party beneficiary with respect to this Agreement.

- e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the Agreement.
- f. This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- g. The Parties represent and warrant to the other that:
  - (i) they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama (1975), as amended (the "Act");
  - (ii) they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations;
  - (iii) they shall not hire, retain or contract with any contractor to work on the Project in Alabama which the Party knows is not in compliance with the Act; and
  - (iv) by signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- h. If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(1) The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of Mountain Brook's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and Mountain Brook may be declared ineligible for further municipal contracts with Birmingham.

p. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at the following addresses or to any other person at any other address as may be designated in writing by a Party:

To Mountain Brook:

City of Mountain Brook  
P. O. Box 130009  
56 Church Street  
Mountain Brook, AL 35213  
Attention: Sam Gaston, City Manager

To Birmingham:

City of Birmingham  
Department of Transportation  
710 20th Street North, 10th Floor  
Birmingham, AL 35203  
Attention: James Fowler, Director

Copy to:

City Attorney  
City of Birmingham  
710 20th Street North, 6th Floor  
Birmingham, AL 35203

- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.
- k. As between the Parties, the Parties shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither Party shall be liable to the other for any liability resulting from the acts and/or omissions of the other Party's employees, officers, directors, agents and contractors. The Parties and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party or its respective officers and employees.
- l. Mountain Brook agrees to cause its general contractor release, save, hold harmless and indemnify the Parties, and their respective elected officials, officers, agents, servants and employees, from and against any and all claims, loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons arising from the construction of the Project, arising from breach or default in the performance of any obligation of the construction contract and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action against the Parties, or their respective elected officials, officers, agents, servants and employees, by reason of any such claim. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Parties and their respective elected officials, officers, agents, servants and employees, against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the Project. The foregoing indemnity obligation shall survive the completion of the Project.
- m. Nothing contained herein shall be construed to waive the necessity of a Party complying with the terms and conditions of applicable ordinances or regulations or as conflicting with the responsibilities of either Party under any applicable local, State or Federal law, or as limiting the rights of either Party to take appropriate action pursuant to such laws or regulations. Furthermore, this Agreement is not intended to expand or contract the regulatory authority of either Party or any other public agency. All existing regulatory matters of jurisdiction and exemptions from such jurisdiction under all federal and state laws and regulations remain in full force and effect.
- n. Mountain Brook acknowledges and agrees that Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of Birmingham's business, economic and community revitalization programs.
- o. During the performance of this Agreement, the Parties agree as follows:

Attention: James C. Stanley.

- q. Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.
- r. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- s. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties. All previous communications between the Parties, whether verbal or written, with reference to the subject matter hereof are hereby superseded by this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

ATTEST:

*[Signature]*  
Lee Frazier, City Clerk

CITY OF BIRMINGHAM, ALABAMA

BY: *[Signature]*  
Randall L. Woodfin, Mayor

Date: 6/26/2023

APPROVED AS TO FORM:

*[Signature]* 6/20/23  
Assistant City Attorney / Date

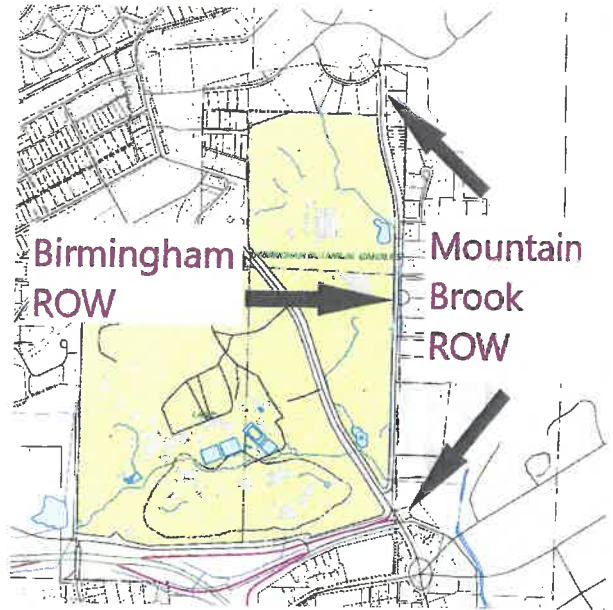
ATTEST:

*[Signature]*  
City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

BY: *[Signature]*  
Stewart H. Welch, III, Mayor

Date: 7-10-2023



APPENDIX 7