

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

**JUNE 10, 2019, 7:00 P.M.**

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1. Approval of the minutes of the May 24, 2019 special meeting of the City Council.
2. Approval of the minutes of the May 28, 2019 regular meeting of the City Council.
3. Consideration: Resolution appointing Rachel Barton to the Jefferson County Intellectual and Developmental Disabilities Authority, Inc., to fill the unexpired term of Stacey Turner (Resolution No. 2014-164) and serve without compensation through December 8, 2020.
4. Consideration: Resolution increasing the compensation rates of the municipal justices and City prosecutor effective July 1, 2019.
5. Consideration: Resolution consenting to the Personnel Board of Jefferson County's creation of a new Firefighter Medic job classification (job code 05032, grade 19) and the migration plan of qualifying employees.
6. Consideration: Resolution authorizing the execution of an investment agency agreement with respect to an investment account with Iberia Wealth Advisors.
7. Consideration: Resolution authorizing a 5% premium/incentive pay effective June 24, 2019, for up to seven (7) police personnel holding a current Small Unmanned Aircraft Systems (SUAS) certification and assigned to said duty by the Chief of Police (said premium/incentive pay adjustment shall be subject to approval by the Personnel Board of Jefferson County).
8. Consideration: Resolution authorizing the execution of a license agreement between the City and Red Mountain Search Dog Association to allow their use of the City's training facilities.
9. Consideration: Ordinance permitting and regulating the sale of alcoholic beverages on Sunday in the City.
10. Announcement: The next regular meeting of the City Council will be June 24, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
11. Comments from residents.
12. Adjourn.

**MINUTES OF THE SPECIAL OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
MAY 24, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:30 a.m. on the 24th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

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

**1. CONSIDERATION OF A RESOLUTION (NO. 2019-073) APPROVING AN OFF-SITE PARKING AGREEMENT/LEASE FOR THE EXCLUSINVE USE OF EMPLOYEES OF THE UPSTAIRS RESTAURANT LOCATED AT 2721 CAHABA ROAD (EXHIBIT 1, APPENDIX 1)**

President Smith introduced the resolution in writing and invited questions or comments from the audience or elected officials.

City Planner Dana Hazen:

- Back in 2008, the Planning Commission waived 32 on-site parking spaces for this location
- The intent was that the restaurant would only serve dinner when parking in the vicinity was not an issue
- In consideration of the parking requirement waiver, the developer/business operator had to provide an employee-only off-site parking agreement which required approval by the City Council before a business license or certificate of occupancy would be issued
- The current proposal is for two restaurants but the development cannot proceed until the parking issue is resolved

Council President Pro Tempore Pritchard:

- The restrictions imposed back in 2008 were negotiated with the interest of neighboring property owners/businesses
- A year or so later, there was a proposal to relax the restrictions that was vehemently opposed by the surrounding businesses

City Planner Dana Hazen:

- Since 2008, the City has constructed a sidewalk along Hollywood that provides better access to nearby on-street parking
- To get the certificate of occupancy, the businesses have secured the attached parking agreements but may come back later to request that the covenants be modified
- The usage of the nearby businesses has changed since 2008 which has in turn changed the parking patterns

Council member Womack:

- Enforcement of the employee parking restrictions has always been problematic
- Signage may work but not legally enforceable

City Planner Dana Hazen:

- Today, the Council is being requested to approve the off-site employee parking agreements

Tripp Galloway representing the applicant:

- The Presbyterian church on Hollywood Boulevard is close to agreeing to the terms of an agreement pending resolution regarding the language
- A question has been raised whether the terms “rent” or “lease” in the agreement may jeopardize the church’s ad valorem tax exemption
- The City’s covenant requires a “lease” framework
- Once the parking agreement at the church is secured, the agreements presented today [which are not optimal from an accessibility perspective] will no longer be necessary
- Five spaces have been secured at Union Hill (on the opposite side of Highway 280) and ten spaces at the Union Carbide Building

There being no further comments or discussion. The City Council considered the request. After said resolution had been considered in full, Council President Pro Tempore Pritchard moved for the adoption of the resolution. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said resolution (No. 2019-073) is hereby adopted by a vote of 5–0 and evidence thereof she signed the same.

**2. CONSIDERATION: ORDINANCE (NO. 2047) REPEALING ORDINANCE NO. 2045 ADOPTED MAY 13, 2019, THAT AMENDED CHAPTER 30 OF THE CITY RELATING TO THE MUNICIPAL COURT (EXHIBIT 2, APPENDIX 2)**

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared the motion passed by a vote of 5–0.

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2047) is hereby adopted by a vote of 5—0 and evidence thereof she signed the same.

### 3. ANNOUNCEMENTS

The next regular meeting of the City Council will be Tuesday, May 28, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

### 4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:52 a.m.

### 5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council (Room A106) on May 24, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

\_\_\_\_\_  
 City Clerk

### EXHIBIT 1

### RESOLUTION NO. 2019-073

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the off-site parking agreements in attached Exhibit "A," in accordance with covenants recorded against the property at 2721 Cahaba Road for the exclusive use of employees of the upstairs restaurant at said location during the hours therein stated.

### APPENDIX 1

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

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 28th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

**1. Westchester Road parking situation—Police Chief Cook.**

The residents have complained again about high school students parking along their street. Recently, there were 26-27 student cars parked along the street. The situation occurs each spring as the newly licensed sophomore motorists start driving to school where there are no available parking spaces. The residents do not want the students parking along their street but don't want to restrict all parking either as residents need parking access. Next school year, the police department may install some covert cameras to identify students entering the campus through unauthorized entrances which can then be turned over to school officials for discipline. The suggested proposal is a residential parking permit currently under review by the City Attorney. This matter may be reintroduced at an upcoming meeting of the City Council.

**2. Request by Red Mountain Search Dog Association (RMSDA) to utilize some of our Public Works/Fire Tower area for Training—Kenny Powell**

The members of the City Council expressed their general agreement with the request provided the proper release and indemnification agreements are drafted by legal counsel. The City Manager shall serve as the primary point of contract for RMDSA and collect the necessary forms each time they schedule a training event.

**3. Poe Drive sidewalk update—Sam Gaston [The City's requested participation is \$20,000 for the Mountain Brook portion of the public improvements by the developer.]**

Mr. Kessler stated that the request has been discussed with Jeffrey Weissman, DMD (property owner on the corner of Overton Road and Poe Drive). Mr. Weissman has expressed no opposition but has not provided written consent either. The members of the City Council expressed their preference that the matter not be formally considered until Mr. Weissman has rendered his decision. Accordingly, this matter may be reintroduced on June 10, 2019 (or later).

**4. Review of the matters to be considered at the formal (7 p.m.) meeting**

**2. EXECUTIVE SESSION**

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss 1) good name and character and 2) a real estate negotiation. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council member Shelton. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0.

**3. ADJOURNMENT**

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:40 p.m.

**4. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on May 28, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

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City Clerk

**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
MAY 28, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 28th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

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

**1. CONSENT AGENDA**

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

Approval of the minutes of the May 13, 2019, regular meeting of the City Council

- |                 |  |                          |
|-----------------|--|--------------------------|
| <b>2019-074</b> | Appoint Jeffrey Brewer to the Mountain Brook City Board of Education, filling the unexpired term of Richard Murry IV and to serve without compensation, with a term of office to May 31, 2023  | Exhibit 1,<br>Appendix 1 |
| <b>2019-075</b> | CMAQ-3715(268) Zoo Sidewalk Connector from Poinciana Drive to 20th Place South, Along 20th Place South to Cahaba Road—granting ALDOT full access to existing streets for the construction of the project, not permit future encroachments upon the subject right-of-way nor impose speed limit restrictions contrary to those provided in Title 32, Chapter 5, Code of Alabama 1975, as amended, permit other than parallel parking in areas where parking is permitted or placement of signage, medians crossover, curb or pavement without prior approval of ALDOT and maintenance related thereto | Appendix 2               |
| <b>2019-076</b> | CMAQ-3715(268) Zoo Sidewalk Connector from Poinciana Drive to 20th Place South, Along 20th Place South to Cahaba Road— approving ALDOT’s installation of traffic control and/or street lighting  | Appendix 2               |
| <b>2019-077</b> | Authorize the execution of a contractor agreement between the City and Gray’s Tree Service for the removal of trees between Fields 2 and 3 at the Athletic Complex (Project No. C-2190516-514) subject to approval of the project by the Mountain Brook City Board of Education  | Exhibit 2,<br>Appendix 3 |

- 2019-078** Authorize the execution of a contractor agreement between the City and Morris-Shea Bridge Company for grading and drainage work at the Athletic Complex subject to approval of the project by the Mountain Brook City Board of Education
- Exhibit 3,  
Appendix 4

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. Council member Black announced that he shall recuse himself with respect to Resolution No. 2019-074. The minutes and resolutions were then considered by the City Council. Council member Womack 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, Council President  
William S. Pritchard III, Council President Pro Tempore  
Philip E. Black, with the exception of Resolution No. 2019-074  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-075 through 2019-078) are adopted by a vote of 5—0 and Resolution No. 2019-074 is adopted by a vote of 4—0 and as evidence thereof she signed the same.

**2. MAYORAL ANNOUNCEMENT (NO. 2019-079) (EXHIBIT 4)**

Mayor Welch announced his reappointment of Alice Williams to the Planning Commission to serve without compensation through May 15, 2025

**3. ANNOUNCEMENTS**

The next regular meeting of the City Council will be June 10, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

**4. ADJOURNMENT**

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

**5. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on May 28, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2019-080**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Rachel Barton is hereby appointed to the Jefferson County Intellectual and Developmental Disabilities Authority, Inc., to fill the unexpired term of Stacey Turner (Resolution No. 2014-164) and will serve without compensation through December 8, 2020.

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**JEFFERSON COUNTY INTELLECTUAL AND  
DEVELOPMENTAL DISABILITIES AUTHORITY, INC.**

529 Beacon Parkway West, Suite 214  
Birmingham, AL 35209  
(205) 945-9310 ext. 242, (205) 945-8527 Fax  
e-mail: keidson@jcidda.org

May 23, 2019

Stewart H. Welch, III  
Mayor, City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, Alabama 35213

Dear Mayor Welch:

On behalf of the Board of Directors of The Jefferson County Intellectual and Developmental Disabilities, Inc., we are respectfully requesting the appointment of Mrs. Rachel Barton to our Board of Directors. In our Board meeting of May 21, 2019, the nomination of Mrs. Barton as our representative for the City of Mountain Brook was approved. Mrs. Barton has expressed her willingness to serve if appointed.

Mrs. Barton resides at 3370 Hermitage Road, Mountain Brook, Alabama 35223. Mrs. Barton brings to our Board the valuable perspective of being the parent of a child with a disability and our Board feels as though her contribution will be paramount.

We appreciate your consideration of Mrs. Rachel Barton to fill the vacancy created by the resignation of Mrs. Stacey Turner. Should you have any questions, please contact our Executive Director, Kendra Eidson at 205-945-9310 extension 242 and she will be happy to assist you.

Respectfully,

  
John Norman  
Board President

**RESOLUTION NO. 2019-081**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the compensation for municipal court justices shall be \$575/[court] day effective July 1, 2019; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the hourly compensation rate for the municipal prosecutor shall be \$140 per hour (plus out-of-pocket expenses) effective July 1, 2019.

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



Steve Boone &lt;boones@mtnbrook.org&gt;

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**Re: City Prosecutor pay**

1 message

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**Steve Boone** <boones@mtnbrook.org>  
To: Sam Gaston <gastons@mtnbrook.org>

Tue, May 28, 2019 at 3:41 PM

See Red Below.

Homewood prosecutor: \$4,166/month divided by 28-40 hours/month equals \$149-\$104 hourly rate

Vestavia prosecutor: \$2,310/month divided 30-40 hours/month equals \$77-\$58 hourly rate

Jeff's memo suggests that \$148 is the market rate. That 2019 rate represents a 5% compound growth rate from 2013 when the rate was last established. That growth rate seems high but is what it is. I suggest we offer to increase the rate from \$110 to either \$140 or \$145 and increase by the across-the-board pay increase thereafter starting in October.

If we are going to increase the prosecutor's rate, the judges should be increased commensurately. Therefore, if we move from:

\$110 to \$140 the judges should move from \$900 to \$1,150/month  
\$110 to \$145 the judges should move from \$900 to \$1,200/month

And consider increasing the judges annually by the across-the-board pay increase.

My recommendation is \$140 for the prosecutor and \$1,150 for the judges. We should discuss in executive session at the next opportunity. They may want Steve Shaw to weigh in as he did in 2013.

On Tue, May 28, 2019 at 3:34 PM Sam Gaston <gastons@mtnbrook.org> wrote:

Did you have any recommendations tonight for Jeff's request?

Sam S.Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL. 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

--

**Steven Boone**  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, AL 35213-0009

**RESOLUTION NO. 2019-082**  
**A RESOLUTION CONSENTING TO THE PERSONNEL BOARD OF JEFFERSON COUNTY'S**  
**CREATION OF A NEW FIREFIGHTER MEDIC JOB CLASSIFICATION (05032)**  
**AND ADOPT AN MIGRATION/IMPLEMENTATION PLAN FOR RECLASSIFYING**  
**EMPLOYEES OF THE CITY THERETO**

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**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 10th day of June, 2019, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby consents to the creation of a new Firefighter Medic job class (job code 05032, Grade 19) by the Personnel Board of Jefferson County (PBJC) and the migration of qualifying City employees to the new job classification as follows:

- a) Current Firefighters who are licensed paramedics and whose base pay rate as of June 24, 2019, is at a step 10 of their assigned grade shall be migrated to the new job of Firefighter Medic effective June 24, 2019
- b) Firefighters who are licensed paramedics and who are below a base pay rate of step 10 of their assigned grade and have a merit increase date between the date of the adoption of this resolution and June 24, 2019 shall be migrated to the new job of Firefighter Medic effective June 24, 2019
- c) All other Firefighters who are licensed paramedics who are below a base pay rate of step 10 of their assigned grade and have a merit increase date after June 24, 2019, shall be migrated to the new job of Firefighter Medic on the employee's next merit date occurring after June 24, 2019

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



# Personnel Board of Jefferson County

The Foundation of Your Merit System Career

May 10, 2019

City of Mountain Brook  
City Manager Sam Gaston (VIA EMAIL: [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org))  
Fire Chief Mullins (VIA EMAIL: [mullinsc@mtnbrook.org](mailto:mullinsc@mtnbrook.org))

## **RE: New Firefighter Medic Job Class**

Mr. Gaston and Fire Chief Mullins:

We appreciate you meeting with us a few weeks ago to discuss the details of the Firefighter Medic job class and the process of implementation for your City. We are looking forward to working with you to ensure a smooth transition with the goal of helping your Fire Department staff in a manner that effectively meets its fire and rescue needs.

I am sending this letter to follow up on the issues we discussed and decisions that have been made since our meeting. The Personnel Board is proceeding with the implementation of the job of Firefighter Medic (Job Code 05032) within the timeframe outlined later in this letter; however, the (civilian) Paramedic job class that was being considered has been tabled indefinitely. The following provides information regarding various aspects of the implementation of the new Firefighter Medic job class.

### **Firefighter Medic Implementation Date**

- Your current Firefighters who you indicate are licensed paramedics and perform paramedic-level medical duties will be migrated to the job of Firefighter Medic. We are beginning the migration of individuals to Firefighter Medic for most departments starting June 24, 2019; however, based on our discussion there would be some financial impact for your department and we are willing to work to align the migration with the upcoming fiscal year. I have left the dates below to coincide with the implementation for most other departments, but please feel free to let me know if the desire is to move implementation back to October 1, 2019.
- The timing of their migration of individual Firefighters will depend on their current step and anniversary date.
  - Your current Firefighters who are licensed paramedics and are at a **base pay rate of step 10** will be migrated to Firefighter Medic on the first day of your pay period on or after June 24, 2019 (i.e., if your pay period begins June 24<sup>th</sup>, then the migration of these employees will occur on that date; if your pay period does not begin June 24<sup>th</sup>, then the migration will start at the first day of the next pay period).
  - For firefighters who are licensed paramedics and who are below a **base pay rate of step 10** as of the above referenced migration date, their transition will occur in conjunction with each employee's next merit date so that their upcoming step increase is not affected by the move to Firefighter Medic. For example, if you have a Firefighter who is a



2121 Rev. Abraham Woods, Jr., Blvd, Suite 100 Birmingham, Alabama 35203-2387  
(205)279-3500 or toll-free (866)241-9001  
[www.pbjcal.org](http://www.pbjcal.org)

Bessemer Birmingham Center Point Emergency Management Fairfield Fultondale Gardendale Homewood  
Hucyotown Irondale Jefferson County Commission Jefferson County Department of Health Leeds Midfield Mountain Brook  
Pleasant Grove Tarrant Trussville Vestavia Hills Warrior

licensed paramedic and is currently at a base pay rate of a step 6 and has an anniversary date of November 3, 2019, then that individual will receive his/her next merit increase to step 7 at the anniversary date and then the migration to Firefighter Medic will occur immediately following that merit increase.

#### **Finalizing the List of Employees to Migrate to Firefighter Medic and Further Communication**

- Personnel Board staff will handle the processing of the migration in coordination with your payroll coordinator. We are finalizing the information gathering on the list of firefighters that you indicated are performing Firefighter Medic duties and will use that list to guide the migration process. This list will be sent to you by the week of June 3<sup>rd</sup> for final review, though we may need to do an additional check as your delayed implementation date would draw nearer. Once we receive your final approval, then we will send individual letters to each affected employee informing him/her of the specifics of his/her migration, including the anticipated date of migration and anticipated placement step within the Grade 19 after migration.

#### **Firefighter Medic Job Posting**

- The Firefighter Medic (Grade 19) position is scheduled to be announced on June 2, 2019 and will remain *open continuously*. We anticipate Firefighter Medic eligible register available for use by July 6, 2019. This register will be used to fill future positions within the Merit System fire departments that are intended to handle paramedic-level medical responsibilities and firefighting responsibilities.

#### **Application to Firefighter Medic**

- Individuals who are on the above referenced list to be migrated to the Firefighter Medic job class will **not** have to submit an application in order to be migrated. The Personnel Board will process the change in coordination with your payroll coordinator using the employee's career profile within the Workday system. No actions will be necessary on the part of the affected employees to implement this change.
- It is important to note that any employees who are currently receiving paramedic and rescue unit premiums and are slated for migration to the Firefighter Medic job class will be *precluded from applying to the Firefighter Medic job class* when it is posted on June 2, 2019. Rule 9.5j prohibits an employee from applying for a job that they currently hold and, although not all of the affected employees will have migrated by the date that the Firefighter eligible register is established, we will have earmarked those employees for migration upon their upcoming anniversary date. By prohibiting these employees from applying to Firefighter Medic, we can minimize any disruption in service for your department that would be associated with these employees (who are slated to move to Firefighter Medic) applying and getting hired by another Merit System fire department during the implementation process.

#### **Pay Rate Following Implementation**

- The vast majority of your Firefighters who are licensed paramedics are currently paid at a Grade 17 with two premium pay steps added to their base pay step. Upon migration of a Firefighter to the Firefighter Medic job class, these individuals will be moved to a Grade 19 and *placed at the pay step that is equivalent to the hourly rate of pay (including the two paramedic-related premiums) that they were receiving prior to the migration*. For example, the aforementioned Firefighter who is a licensed paramedic and is currently at a base pay rate of a Grade 17 Step 6, will move to Grade 19 Step 7 base pay rate on or about the November 3, 2019 anniversary date. If that employee was receiving a paramedic premium (one step) and a riding the rescue unit premium (one step), after the November 3<sup>rd</sup> merit increase the employee in this example would



move to Grade 19 Step 7 with the paramedic premium and the assigned rescue unit premium *removed*. Any other premium step (i.e., other than the paramedic premium and the assigned rescue unit premium) that the employee was receiving prior to the move will be migrated over to the Firefighter Medic job class.

- Those Firefighters who are currently only receiving one of the two aforementioned premiums, will receive a slight increase (equivalent to one additional step) upon migration. It is due to this financial impact that we discussed the potential delay of the implementation for Mountain Brook to the start upcoming fiscal year.

### **Premium Pay Implications**

- As mentioned, the premiums for paramedic (Premium Code #9) and assigned rescue unit (Premium Code #5) will be removed from all affected employees after their migration to the Firefighter Medic job class. *These two premium codes will no longer be allowed for use for employees within the Firefighter job class or the Firefighter Medic job class.* The pay associated with these premiums has been included in the grading of the Firefighter Medic (hence the increase in grade to a Grade 19). After establishment of the eligible register, employment of any future firefighters who are licensed *and* who will perform paramedic-level medical duties should be filled within the Firefighter Medic class, which makes these two premium pay codes no longer applicable to the Firefighter job class. These two premiums will remain available to all other ranks within the Fire Department at the discretion of the Appointing Authority.
- As you are likely aware, there is a three-step limit (or cap) on premium pay that can be applied to the pay of any Merit System employee. Some of your current Firefighters who are licensed paramedics and currently receiving paramedic (one step) and assigned rescue unit (one step) premiums may also be receiving an additional step for another approved premium and/or possibly be eligible for other applicable premium(s). Removal of the two steps for paramedic and assigned rescue unit after migration impacts the premium limit or cap for those employees (i.e., where they currently only have one additional premium step allowable before reaching the cap, once those two premiums are removed, they will have potential for three additional steps before reaching the cap). As communicated during our meeting with you, the request for application of any premium step(s) is at the discretion of the Appointing Authority. No premium is required by the Personnel Board to be applied to any job; however, the Personnel Board does strive to ensure consistency in application of premium pay (assuming similar context and circumstances) to all employees within a given job class. Because the request for application of any premium step(s) is at your discretion, *I would strongly encourage you to consider placing a one-step premium pay limit on your Firefighter Medic employees.* Placing this limit on the Firefighter Medic job class will help ensure that this migration has minimal or no impact on your payroll expenses and will help maintain the integrity of the pay structure across the ranks within your department. Should you decide to restrict the Firefighter Medic job class to one step, I ask that you establish a policy indicating as such and file the policy with the Personnel Board so that we may appropriately respond to any questions regarding this issue.

### **Anniversary Date and Seniority Implications**

- The anniversary date of each employee will change when he/she is migrated to the Firefighter Medic job class. As you are likely aware, the employee's anniversary date drives his/her annual merit increase. It is because of this change to anniversary date that we are delaying migration of any employees below step 10 until their next anniversary date and merit increase. This will allow us to migrate the employee at a time that will not have any negative impact on his/her merit increase. The change to anniversary date does not have any substantive impact on individuals who are currently at the top step of the pay grade, which is why we will proceed with moving

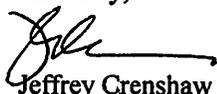


those employees to the Firefighter job class en masse on the start of the pay period after October 1, 2019.

- Although the anniversary date will change when an existing Firefighter is moved to the Firefighter Medic position during this initial implementation period, this change will *not* impact their seniority in the Merit System or seniority in job class. Seniority as a Firefighter for these affected employees will be counted toward their seniority as a Firefighter Medic. All Firefighters who are migrated to the Firefighter Medic job class during this implementation will have completed their probationary period in the Firefighter job by the time of their migration and will not have to serve an additional probationary period as a Firefighter Medic.

As previously mentioned, we plan to send you a list of your Firefighters who are slated for migration to the Firefighter Medic job class and the implementation changes including grade, step, increase and effective date of each employees migration the week of June 3<sup>rd</sup>. I would ask that you please thoroughly review the information provided in that list and, if necessary, have your payroll coordinator thoroughly review the information to ensure that we have fully accurate information. Shortly after providing you with the list of affected employees, we will send communication to each Firefighter affected by the change and explain what will occur, when it will occur and attempt to any questions they may have. We will continue to keep you updated on the implementation process. Please feel free to contact me if you have any questions.

Sincerely,



Jeffrey Greshaw  
Deputy Director, Personnel Board of Jefferson County

cc: Payroll Coordinator





# Personnel Board of Jefferson County

The Foundation of Your Merit System Career

---

February 12, 2019

VIA EMAIL

Appointing Authorities  
Jefferson County Merit System

**RE: New Paramedic Job Classes**

Appointing Authorities:

As you may be aware, the Personnel Board has been working with Fire Chiefs from across the Merit System to discuss options that could enhance the Fire Departments' ability to handle the volume of medical calls that are routinely received. To this end, all Fire Chiefs within the Merit System were invited to multiple meetings at the Personnel Board to discuss potential options designed to enhance your City's ability to effectively hire licensed paramedics needed to provide these medical services. Although each individual department has its own needs and sets of challenges, we were able to collectively work to identify job class changes that should assist the Personnel Board in recruiting and attracting licensed paramedics to the Merit System and, ultimately, the ability of the fire departments to staff in a manner that allows each city to effectively handle its fire and rescue needs. We are excited and confident that this new fire structure will allow the flexibility for you to meet your City's needs and wanted to make sure you were aware of our efforts and the next steps. Therefore, we have outlined the progress made as well as future activities in this letter.

In addition to obtaining information from the Fire Chiefs and other interested parties, the Board collected data from other fire and rescue departments in the region to determine what is commonly practiced in the industry and what the job market would support in relation to potential fire- and paramedic-related job classes. Based on the data and information collected from outside departments and the information shared by our Merit System fire personnel, the Personnel Board is **creating two new job classes: Firefighter Medic** (performing both firefighting and paramedic duties) and **Paramedic** (performing paramedic duties, but not certified firefighter duties) for the Merit System. The two new job classes were approved today at the February meeting of the Three-Member Board.

The goal of these job classes is to ensure the ability to employ a sufficient number of paramedics within your cities in a cost-neutral manner (i.e., not having any immediate impact on the cost to fill the positions and your overall budget). We collected relevant market data and the results indicate that we can effectively accomplish this goal. The pay grade structure and short description of the classes approved are as follows:

- **Firefighter – Grade 17**

The existing **Firefighter** job class remains mostly unchanged and would be intended as the position for hire of *non-paramedic firefighters*. This position would maintain firefighting responsibilities, station-related responsibilities, and responsibilities related to life support measures consistent with the scope of practice *allowable for EMTs* (consistent with their license level) under the Alabama EMS Patient Care Protocols. **Individuals who are licensed as Paramedics would no longer operate within this job class.**



2121 Rev. Abraham Woods, Jr., Blvd, Suite 100 Birmingham, Alabama 35203-2387  
(205)279-3500 or toll-free (866)241-9001  
[www.pbjcal.org](http://www.pbjcal.org)

Bessemer Birmingham Center Point Emergency Management Fairfield Fultondale Gardendale Homewood  
Hueytown Irondale Jefferson County Commission Jefferson County Department of Health Leeds Midfield Mountain Brook  
Pleasant Grove Tarrant Trussville Vestavia Hills Warrior

- **Paramedic (civilian position, not certified as a Firefighter) – Grade 17**  
The **Paramedic** job class includes responsibilities related to providing life support measures consistent with the scope of practice *allowable for Paramedics* under the Alabama EMS Patient Care Protocols, along with other *non-firefighting* station-related responsibilities. **Individuals within this class would be licensed paramedics, but not certified firefighters.**
- **Fire Medic (licensed paramedic and certified as a Firefighter) – Grade 19**  
The **Firefighter Medic** job class consists of individuals who are both licensed paramedics *and* certified firefighters (or working within their probationary period to become certified firefighters). These positions would maintain firefighting responsibilities, station-related responsibilities, and responsibilities related to life support measures consistent with the scope of practice *allowable for Paramedics* under the Alabama EMS Patient Care Protocols.

Implementation of this new job class structure within the fire departments will require movement of existing Firefighters who are licensed paramedics from the Firefighter class to the Fire Medic class. This should be a cost-neutral change, as current Paramedic and Rescue Unit premiums would be removed and the individuals would be placed at the step within Grade 19 that is consistent with their current rate of pay. We will work closely with appropriate staff to ensure a smooth and effective transition. We will include you on any correspondence related to implementation of this change within your City.

Additional work is still necessary to fully define the job descriptions for these positions and establish appropriate minimum qualifications. The Personnel Board will work with Merit System fire personnel to effectively finalize these documents within the coming weeks. Our current plan is to have these issues finalized and announce the new job classes for the acceptance of applications starting March 3, 2019 and establish active registers for use by Merit System agencies shortly thereafter.

We will keep you updated on next steps and the implementation process. Please feel free to contact me if you have any questions.

Sincerely,



Lorren Oliver  
Director, Personnel Board of Jefferson County

cc: Fire Chief  
City Clerk/Payroll Coordinator/HR Manager  
Jeffrey Crenshaw  
Kim Kinder  
Brian Bellenger  
Greg Gravlee  
Stacey Lange





**CITY OF MOUNTAIN BROOK**

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.2400  
[www.mtnbrook.org](http://www.mtnbrook.org)

---

To: Sam Gaston, City Manager  
From: Steven Boone  
Date: June 4, 2019  
Subject: Establishment of an investment account

The City has bank accounts with two financial institutions and investment accounts with two other financial institutions. All bank deposits are held in collateralized (S.A.F.E), interest-bearing, demand deposit checking accounts. The City's investments are generally held in bank certificates of deposit and U. S. treasury obligations with maturities of five years or less (consistent with the City's investment policy).

I am requesting that the City establish another investment account with an affiliate of its primary bank that will be used to purchase U. S. Treasury securities with excess cash currently held in its checking account. If approved, the investments will be laddered with maturities ranging from over-night, weekly, monthly up to 90 days [currently<sup>(1)</sup>]. The account and investments therein is highly liquid with access to cash within 24-hours. It is estimated that investing in such securities can generate an additional 0.55% return compared to the current interest rate of the checking account. The authorized officials on the new account will be the same as the demand deposit accounts.

---

<sup>(1)</sup>While the City's investment policy allows for investments up to two years for operating funds and five years for capital and debt service funds, investing in U. S. Treasuries beyond 90 days does not make sense based on current market conditions.

**RESOLUTION NO. 2019-083**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the establishment of an investment account with Iberiabank (doing business as Iberia Wealth Advisors) and the execution by either the Mayor, City Manager, and/or Assistant City Manager/Finance Director of such documents that may be determined necessary with respect thereto; and

**BE IT FUTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Assistant Manager/Finance Director to execute, for and on behalf of the City, the Investment Agency Agreement, in the form as attached hereto as Exhibit A, with respect to said Iberiabank (doing business as Iberia Wealth Advisors) investment account;

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the following individuals are authorized individually to sign on behalf of the City of Mountain Brook, Alabama and to make decisions regarding deposits and/or withdrawals to and from the Iberiabank (doing business as Iberia Wealth Advisors) Investment Account.

\_\_\_\_\_  
Stewart H. Welch, III Mayor, City of Mountain Brook

\_\_\_\_\_  
Samuel S. Gaston City Manager

\_\_\_\_\_  
Steven Boone Assistant City Manager/Finance Director

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## **INVESTMENT AGENCY AGREEMENT**

This Agreement dated the 10th day of June, 2019, between CITY OF MOUNTAIN BROOK, ALABAMA, (hereinafter referred to as the "Principal") and IBERIABANK and any successor thereto (hereinafter referred to as the "Agent"). Principal hereby constitutes and appoints Agent as the true and lawfully constituted agent and attorney in fact for the Principal and in the Principal's name and on the Principal's behalf, to act as follows:

1. To hold the funds and securities deposited with the Agent with the execution of this Agreement, together with such other property as it may subsequently acquire pursuant to the power and authority herein given to it, as well as any other monies or securities hereafter turned over to the Agent by the Principal, for the Principal's account, with full power to collect the income therefrom. Unless Principal shall otherwise direct, Agent may continue to hold property received by it as part of this Agreement so long as it deems appropriate. Agent is authorized to sign any declarations, affidavits, certificates of ownership or other documents which are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income on securities now or hereafter held or received for the account of Principal, and Principal agrees to reimburse, indemnify, protect, guarantee and hold Agent harmless of and from any liability, loss, claim, damage or expense which may arise or to which Agent may be subjected by reason of the execution of any such documents.

2. To invest and reinvest the account or any portion thereof in U. S. Treasury securities and other investments expressly allowed pursuant to Alabama Law and/or Principal's investment policy. As appropriate, the Agent may pay for services rendered by an affiliated company as an administrative expense of the assets held pursuant to this Agreement.

3. To sell at public or private sale, or otherwise dispose of all or any portion of the assets in such manner and upon such terms and conditions as the Agent may approve.

4. To trade securities using any broker at the discretion of the Agent, including brokerage offered by or through an affiliate of Agent, notwithstanding the fact that a portion of the brokerage charge may inure to the Agent.

5. To act on the Principal's instructions. Said instructions may be given by verbal or written communication, by email, text, or by fax. If given verbally, the Principal agrees to submit promptly thereafter written confirmation of such instructions when appropriate. Faxes, texts and emails shall be treated as written instructions for purposes of this Agreement. The Agent shall receive full protection for reliance upon such verbal or written instructions. Under no circumstances shall the Agent be responsible for such verbal or written instructions until the Agent has acknowledged receipt of such instructions and has agreed to act upon such instructions.

6. To render annual or more frequent statements as may be requested. The statements shall include a full and complete report and accounting of the Agent's actions hereunder including receipts and disbursements for the account and any inventory of the account held as of the last day of such reporting period. The Agent shall also furnish the Principal with data for the preparation of any federal and state tax returns or information as may be needed.

7. To execute, without necessity of consulting the Principal, any and all proxies on shares of stock for the Principal as the Agent deems to be in the Principal's best interests, unless otherwise directed.

8. To have any and all securities belonging to the Principal issued or registered in the name of the Agent or in the name of its nominee.

9. To appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, to treat as an expense of the Principal's account any compensation so paid, and as the Principal may from time to time approve.

10. To do any and all things reasonably necessary for the proper protection of the Principal's interests or rights in any manner whatsoever.

11. To have Investment Authority as designated below:

NO APPROVAL REQUIRED – The Agent is to have sole authority to make any transaction hereinabove provided for.

APPROVAL REQUIRED - Notwithstanding the provisions hereinabove, the Agent shall obtain the Principal's approval prior to making any transaction hereinabove provided for, unless the Principal is then incapacitated; provided, however, that no approval from the Principal shall be necessary for the Agent to make temporary investments in interest bearing securities and notes or to purchase and sell fractional shares and subscription rights to which the account may become entitled.

12. With regard to securities held in the Agent's nominee's name, Securities Exchange Act of 1934 Rule 14b-2(c) requires the Agent to supply any requesting company the Principal's name, address and security position of securities in that company unless the Principal directs the Agent otherwise. The information requested may only be used for "corporate communication" purposes.

The Principal directs as follows:

NO - do not release this information

YES - release this information

13. Banking regulations provide for delivery of a written confirmation of each security transaction within five days unless waived.

The Principal directs as follows with respect to waiver:

NO - provide confirmations and security advices for each security transaction

X   YES - do not send confirmations and security advices for each security transaction and instead provide this information in a customary statement

14. The Principal hereby agrees that the Agent shall be entitled to compensation for its services in the performance of this Agreement in accordance with its current schedule of fees as adopted by the Agent from time to time.

The powers herein granted shall not be affected by the Principal's disability, incompetency, or incapacity. These powers shall continue in force until the Agent shall be notified by the Principal in writing of the revocation of the same. The right is likewise hereby reserved to the Agent to terminate this Agreement by serving written notice to that effect upon the Principal. The Principal recognizes that for a period of time the Agent might be unaware of the termination of this Agreement if such termination occurs by operation of law due to the Principal's death. As a further consideration for its acceptance of its appointment hereunder, the Principal hereby waives (and bind its heirs, assigns and personal representative to such waiver) any and all claims which the Principal or its heirs, or assigns, or personal representatives may have against the Agent for any action it takes in good faith after such termination, pursuant to the terms of this Agreement or of any instructions given it by the Principal.

The powers herein granted shall continue in force until the Principal's death, or until the Agent shall be notified by the Principal in writing of the revocation of the same. The right is also reserved to the Agent to terminate this Agreement by serving written notice to that effect upon the Principal.

The Principal and Agent agree that the Law of Trust will govern.

IN WITNESS WHEREOF, the Principal and Agent have executed this Agreement under seal as of the date first above written.

PRINCIPAL:

Witness:

\_\_\_\_\_  
STEVEN BOONE  
ASSISTANT CITY MANAGER  
FINANCE DIRECTOR

ATTEST:

AGENT:  
IBERIABANK

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

ITS: Authorized Officer

ITS: \_\_\_\_\_

**Client Investment Strategy**

Date 6/10/2019

Account Name IBERIABANK AS AGENT FOR THE CITY OF MOUNTAIN BROOK, ALABAMA

Account No.

Client CITY OF MOUNTAIN BROOK

Phone 205-802-3825

Address 56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213

Email BOONES@MTNBROOK.ORG

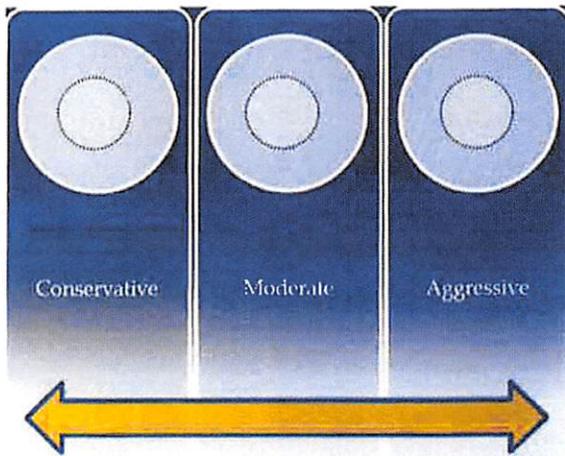
**Client Service Team**

WA: TODD HOFFPAUIR

PM: MIKE SMITH

PB:

**Risk Tolerance**



**Investment Authority**

- Sole
- Joint with Institution
- Joint with Individual
- Joint with Institution and Individual
- None

**Distribution Provisions**

- Net Income
- Fully Discretionary
- Discretionary with Co-Trustee Approval
- None/Not Applicable

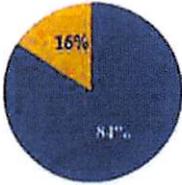
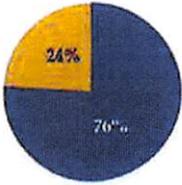
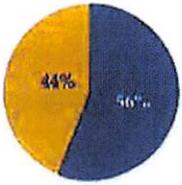
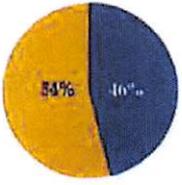
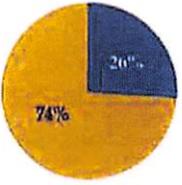
Comments

**Goals (check all that apply)**

- Accumulate wealth      or       Preserve wealth
- Fund retirement
- Charitable legacy
- Education
- Other (please describe) \_\_\_\_\_
- Leave legacy to my heirs/beneficiaries
- Support family



## Client Investment Objective - Neutral Allocations

<p><b>Aggressive Growth NA</b> <input type="checkbox"/> NA</p>	 <p>■ Stocks ■ Bonds</p>	<p><b>Allocation Range</b> Stocks: 70% to 100% Bonds: 0% to 30%</p>
<p><b>Growth NA</b> <input type="checkbox"/> NG</p>	 <p>■ Stocks ■ Bonds</p>	<p><b>Allocation Range</b> Stocks: 60% to 90% Bonds: 10% to 40%</p>
<p><b>Balanced NA</b> <input type="checkbox"/> NB</p>	 <p>■ Stocks ■ Bonds</p>	<p><b>Allocation Range</b> Stocks: 35% to 80% Bonds: 20% to 65%</p>
<p><b>Conservative Growth NA</b> <input type="checkbox"/> NC</p>	 <p>■ Stocks ■ Bonds</p>	<p><b>Allocation Range</b> Stocks: 30% to 65% Bonds: 35% to 70%</p>
<p><b>Conservative NA</b> <input type="checkbox"/> NI</p>	 <p>■ Stocks ■ Bonds</p>	<p><b>Allocation Range</b> Stocks: 10% to 40% Bonds: 60% to 90%</p>
<p> <input type="checkbox"/> 100% Equity (NE)                      <input type="checkbox"/> Multi-Account Allocation (MA)  <input checked="" type="checkbox"/> 100% Fixed Income (NF)            <input type="checkbox"/> Other (O1), Please describe below         </p>		

Comments

U.S. Treasuries

Initialed By  
Client

*S. Boone*

**RESOLUTION NO. 2019-084**  
**A RESOLUTION AUTHORIZING 5% PREMIUM/INCENTIVE PAY FOR POLICE**  
**PERSONNEL HOLDING A CURRENT SMALL UNMANNED AIRCRAFT SYSTEMS (SUAS)**  
**CERTIFICATION AND ASSIGNED TO SAID DUTY BY THE CHIEF OF POLICE**

\_\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 10th day of June, 2019, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby authorizes a 5% premium/incentive pay effective June 24, 2019, for up to seven (7) police personnel holding a current Small Unmanned Aircraft Systems (SUAS) certification and assigned to said duty by the Chief of Police (said premium/incentive pay adjustment shall be subject to approval by the Personnel Board of Jefferson County).

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



Steve Boone &lt;boones@mtnbrook.org&gt;

## Fwd: Professional Premium Pay Certification

1 message

**Ted Cook** <cookt@mtnbrook.org>

Wed, May 22, 2019 at 1:58 PM

To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>

Cc: Greg Hagood <hagoodg@mtnbrook.org>, Jason Carmack <carmackj@mtnbrook.org>

Sam and Steve,

Please review the attached letter/request for Premium Pay Code #27 status. I would like to start paying the Certified Officers this Premium if you approve. I have the supporting documentation available.

Thank you

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



 Image result for City of Mountain Brook Logo

----- Forwarded message -----

From: **Gravlee, Greg** <greg.gravlee@pbjcal.org>

Date: Wed, May 22, 2019 at 9:15 AM

Subject: RE: Professional Premium Pay Certification

To: Ted Cook <cookt@mtnbrook.org>, Sam Gaston <gastons@mtnbrook.org>

Cc: Greg Hagood <hagoodg@mtnbrook.org>, Jason Carmack <carmackj@mtnbrook.org>, Evans, Leonette <Leonette.Evans@pbjcal.org>, Bush, Bryant <bryant.bush@pbjcal.org>, Kinder, Kim <Kim.Kinder@pbjcal.org>

Chief Cook. I've reviewed what you provided and see no reason why we would deny this premium. Please send the supporting information referenced by Lieutenant Carmack, and we will retain for our reference.

To have these requests approved through the expiration of the license, please submit individually, via Workday, and attach a copy of the license for each person who will be getting this premium. If you need help, please let Leonette Evans know. She can walk you through the process.

Respectfully,

**Greg Gravlee**

Manager | Classification and Compensation | Personnel Board of Jefferson County

(p) 205.279.3664 | [greg.gravlee@pbjcal.org](mailto:greg.gravlee@pbjcal.org) | <http://www.pbjcal.org>

THE FOUNDATION OF YOUR MERIT SYSTEM CAREER

**From:** Ted Cook [mailto:[cookt@mtnbrook.org](mailto:cookt@mtnbrook.org)]  
**Sent:** Wednesday, May 22, 2019 7:34 AM  
**To:** Kinder, Kim <[Kim.Kinder@pbjcal.org](mailto:Kim.Kinder@pbjcal.org)>; Gravlee, Greg <[greg.gravlee@pbjcal.org](mailto:greg.gravlee@pbjcal.org)>; Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)>  
**Cc:** Greg Hagood <[hagoodg@mtnbrook.org](mailto:hagoodg@mtnbrook.org)>; Jason Carmack <[carmackj@mtnbrook.org](mailto:carmackj@mtnbrook.org)>  
**Subject:** Re: Professional Premium Pay Certification

Kim and Greg,

I sent this question/request earlier this month when Kim was out of the office. I am just circling back to see if someone at the Personnel Board would review this Premium Pay request prior to going through the approval steps at the City.

Thank you for your consideration.

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

[ ] Error! Filename not specified. [ ]

[ ]

On Tue, May 7, 2019 at 7:50 AM Ted Cook <[cookt@mtnbrook.org](mailto:cookt@mtnbrook.org)> wrote:

Kim,

Would you please review this request for premium Pay code #27?

If this meets eligibility I will work through the City Manager and Council for approval here at the City. I am attaching the letter, but have supporting documentation in hand should it be necessary.

Or, am I out of sequence and should get City approval first then reviewed by you at the PBJCAL?

Thank you

**Chief Ted Cook**

**Mountain Brook Police Department**

**101 Tibbett St.**

**Mountain Brook, AL 35213**

**(205) 802-3852**

[ ] Error! Filename not specified. [ ]

[ ]

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 **Premium Pay for Drone Pilots request 5-7-19.pdf**  
1200K



Mountain Brook Police Department  
Chief Ted Cook  
101 Tibbett Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802.2414  
Fax: 205.802.2415  
www.mtnbrook.org

April 23, 2019

Deputy Chief Hagood

I respectfully request that those personnel selected by the Mountain Brook Police Department Administration and licensed by the Federal Aviation Administration as remote pilots with a sUAS (drone) rating as defined in 14 CFR Part 107 be considered and approved by the Appointing Authority as meeting the requirements for Professional Certification Premium pay (Premium Code #27) as outlined in the Salary Administration Guide and Pay Plan of the Merit System of Jefferson County.

Section VII PREMIUM/INCENTIVE PAY PROGRAMS states, "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."

*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 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.*

For our newly implemented sUAS program to be a successful one, we must adhere not only to internal policies and procedures but also to state and federal law, in particular to FAA regulations. The FAA mandates that the Department's pilots have remote pilot certificates (licenses) with sUAS ratings. In order to obtain this license, our officers must pass an aeronautical knowledge test administered by the FAA. Officers must take and pass the aeronautical knowledge test every other year to maintain their licenses. In addition to the knowledge test, pilots must take a quiz once per year in conjunction

with the appropriate waiver to operate a sUAS at night. Pilots must keep their license with them and be able to produce it when flying and or operating a sUAS. The following comprises the material and subject matter in which officers must be proficient to pass the knowledge test:

*§ 107.73 Initial and recurrent knowledge tests.*

*(a) An initial aeronautical knowledge test covers the following areas of knowledge:*

- (1) Applicable regulations relating to small unmanned aircraft system rating privileges, limitations, and flight operation;*
- (2) Airspace classification, operating requirements, and flight restrictions affecting small unmanned aircraft operation;*
- (3) Aviation weather sources and effects of weather on small unmanned aircraft performance;*
- (4) Small unmanned aircraft loading;*
- (5) Emergency procedures;*
- (6) Crew resource management;*
- (7) Radio communication procedures;*
- (8) Determining the performance of small unmanned aircraft;*
- (9) Physiological effects of drugs and alcohol;*
- (10) Aeronautical decision-making and judgment;*
- (11) Airport operations; and*
- (12) Maintenance and preflight inspection procedures.*

*(b) A recurrent aeronautical knowledge test covers the following areas of knowledge:*

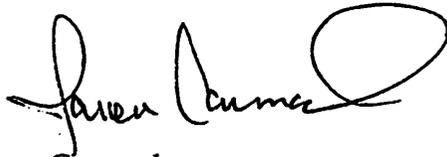
- (1) Applicable regulations relating to small unmanned aircraft system rating privileges, limitations, and flight operation;*
- (2) Airspace classification and operating requirements and flight restrictions affecting small unmanned aircraft operation;*
- (3) Emergency procedures;*
- (4) Crew resource management;*
- (5) Aeronautical decision-making and judgment;*
- (6) Airport operations; and*
- (7) Maintenance and preflight inspection procedures.*

FAA licensing is directly related to these officers' profession and is a prerequisite for having a sUAS program. Licensing and mastery of aeronautical knowledge is especially critical due to our location within controlled airspace. Close proximity to the Shuttlesworth International Airport necessitates that our officers/pilots adhere to all applicable laws and best practices. Licensing is mandated, controlled and administered by the FAA, a government oversight body that sets the standard in the field. The knowledge required to successfully obtain and maintain a remote pilot certificate with a sUAS rating and the ability to operate a sUAS in the field is technical expertise not normally associated with or required to be a police officer. However, drones are quickly becoming an efficient and cost effective tool used by many police departments to complete a variety of missions. sUAS programs are worthwhile ventures that require exactly the type of certification specified in Section VII of the Salary Administration Guide and Pay Plan of the merit system.

To support this request, I've attached the following material:

- Advisory Circular Defining 14 CFR Part 107 (and its requirements to which pilots must adhere)
- Remote Pilot - Small Unmanned Aircraft Systems (Certification and Recurrent Knowledge Testing) Airman Certification Standards
- Remote Pilot Knowledge Test Guide
- Night Time Operation Quiz
- Sample Aeronautical Knowledge Test Questions Packets

The officers we've selected as pilots have successfully obtained their licenses. The subject matter is technical in nature and by nature difficult. Each and every one of them has spent hours and weeks studying for the aeronautical knowledge test. They will do this every other year to maintain their licenses in addition to participating in quarterly training. Therefore I humbly request that they receive premium pay for their efforts and technical expertise. Thank you for consideration in this matter.

A handwritten signature in black ink, appearing to read "Jason Carmack". The signature is fluid and cursive, with a large loop at the end.

Lieutenant Jason Carmack  
Patrol Division Commander  
Mountain Brook Police Department

**RESOLUTION NO. 2019-085**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a license agreement between the City and Red Mountain Search Dog Association, in the form as attached hereto as Exhibit A, subject to such minor revisions as may be recommended by legal counsel.

**ADOPTED:** This 10th day of June, 2019.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 2019.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 10, 2019, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## LICENSE AGREEMENT

This **License Agreement** (the "Agreement") between the **City of Mountain Brook, Alabama** ("City") and **Red Mountain Search Dog Association** ("Licensee") is entered effective as of the date last signed below by a party (the "Effective Date").

WHEREAS, the City owns that certain real property located on East Street in the City of Mountain Brook, Jefferson County, Alabama on which it regularly conducts training activities for its public safety employees (the "Facility");

WHEREAS, the Facility contains a variety of structures, obstacles and different types of terrain that simulate conditions that may be encountered by public safety workers;

WHEREAS, Licensee is a non-profit association that trains search dogs that track and trail missing persons, assist in locating persons in catastrophic circumstances and otherwise serve the public in event of emergencies;

WHEREAS, Licensee desires to use the Facility on a periodic basis to conduct training activities for search dogs and their handlers at times that will not interfere with the City's use of the Facility (the "K-9 Training Activities" or "Activities"); and

WHEREAS, pursuant to the terms and conditions below, the parties desire that Licensee receive and use the License for the purposes contemplated herein

### NOW WITNESSETH

For one dollars (\$1.00) paid by Licensee, the mutual covenants herein and other good and valuable consideration between the parties, the receipt and sufficiency of which is acknowledged, the parties agree as follows;

1. Grant of License. Subject to the conditions herein, City grants Licensee a license to use the Facility solely for the purpose of K-9 Training Activities (the "License"). Licensee acknowledges that this Agreement grants it a revocable license, not any interest, title, permanent right or estate in land. The grant made hereunder is personal to the Licensee, and does not run with the land.

2. Nature of Use. Licensee will use fire tower, the rubble pile and culverts on the Facility and the land thereon for K-9 Training Activities. Licensee agrees to not use ~~out~~ the firing range or burned cars on the Facility in connection with the permitted Activities.

3. Times of Use. Licensee anticipates conducting K-9 Training Activities at the Facility on weekends in late afternoon or early evening hours, with those Activities ending at sunset.

4. Agreement Representatives. The parties each will appoint a representative to coordinate and agree on the dates and times at which Licensee will use the Facility, and otherwise administer matters related to this Agreement. The City's representative will be its Fire

Chief (or his/her designee). Notices contemplated herein will be deemed given when hand delivered, emailed or sent by first class mail to a party representative.

5. Conditions for Use. Licensee accepts the following responsibilities and shall comply with the following conditions related to its use of the Facility:

- (a) Licensee may not enter or conduct Activities at the Facility without first scheduling that use with the City Agreement Representative;
- (b) Before any K-9 handler, trainer, observer, official or other person associated with or representing Licensee (collectively a "Licensee Representative") enters the Facility to conduct Activities, Licensee will require each such License Representative to execute the Release, Waiver & Indemnification Agreement that is attached as Exhibit A. Copies of such executed documents shall be provided to the City Agreement Representatives;
- (c) No person under 19 years of age may enter or participate in Activities at the Facility unless that person ~~has a NASAR SARTECH II Certification is a certified K-9 trainer~~ and is accompanied by their parent (or guardian) during the training session;
- (d) Indemnification. Licensee agrees to indemnify, defend and hold harmless the City of Mountain Brook, Alabama and its officials, employees, agents or representatives (the "City Representatives", the City and City Representatives being collectively referenced hereinafter as the "Indemnitees") from any and all losses, expenses (including reasonable attorney fees and court costs), damages, liability or claims (collectively, "Claims") which may be asserted against the City (or the City Representatives) by any third person (including any Licensee Representative) that arise from, relate to or are attributable to any of the following: (i) Licensee's use of the Facility or the K-9 Training Activities; or (ii) the failure by Licensee to perform its obligations under this Agreement; (iii) any defects or other conditions in or about the structures, buildings or property on or comprising the Facility; Representative may enter or encounter in performing their services and operations; and (iv) any negligent act, omission or conduct by the Licensee or any Licensee Representative that arises from or relates to the use of the License. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Licensee to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.
- (e) Insurance. Licensee shall maintain the following insurance for the Term of this Agreement and for limits not less than stated below:
  - General Liability: This insurance shall cover all operations performed by or on behalf of the Licensee, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$1,000,000 combined single

limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence; This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to property and persons caused by or resulting from the negligent acts, operations or omissions of the Licensee, and any Licensee Representative, in performing the operations contemplated in the Agreement. Before the commencing Activities, Licensor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

6. Term/Early Termination. This Agreement and the period of the License shall commence on the Effective Date and continue in effect for one year (the "Term"). Thereafter, it may be extended for up to four (4) successive periods of twelve (12) months each on written agreement of the agreement representatives of both parties. The initial term and any renewal period(s) may be collectively referenced hereinafter as the "Term."

Notwithstanding, either party may terminate the Agreement before its expiration effective on providing thirty (30) days advance written notice to the other.

7. No License Fee. Provided Licensee performs its obligations in this Agreement, the City will not charge Licensee a license fee during the Term.

8. No Assignment. Licensee may not assign this Agreement, the License or any of its rights or obligations hereunder to any third party without the advance written consent of the City, which consent may be withheld for any reason.

9. Miscellaneous. This Agreement (i) reflects all of the terms and conditions between the parties concerning the License, the Licensee's use of the Facility and the other matters herein, (ii) may not be amended except in a writing signed by both parties, (iii) is entered by the undersigned, duly authorized representatives of the respective parties, and (iv) may be executed in multiple counterparts which shall be construed together as a single original instrument and, when executed, each counterpart shall be binding upon and inure to the benefit of the parties whether reproduced in photographic, digital, computer, or other electronic form.

*(Signature Page Follow)*

**RED MOUNTAIN SEARCH DOG ASSOCIATION (Licensee)**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**CITY OF MOUNTAIN BROOK, ALABAMA (City)**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**EXHIBIT A – RELEASE, WAIVER & INDEMNIFICATION AGREEMENT**

See attached.

**RELEASE, WAIVER & INDEMNIFICATION AGREEMENT – CITY OF MOUNTAIN  
BROOK PUBLIC SAFETY EMPLOYEE TRAINING FACILITY – EAST STREET  
MOUNTAIN BROOK, AL (FACILITY)**

I will be entering the above Facility in connection K-9 Training Activities conducted by the Red Mountain Search Dog Association (the “Activities”). I understand and agree with each of the following:

- (a) I am physically and medically capable to perform the Activities;
- (b) The Facility, and the structures, buildings, and grounds thereon are not normally open to or used by the public, and are not intended for the Activities;
- (c) The City of Mountain Brook, Alabama is not undertaking any responsibility for my safety while I am at the Facility, or is not sponsoring or participating in the Activities;
- (d) There may be conditions or defects (both latent and patent) on the Facility that create inherent risks of injury to me that cannot be eliminated regardless of the care taken to avoid or minimize them; and
- (e) The types of risks I may encounter at the Facility during the Activities will vary from one activity to another, but I may be injured there by falling, tripping, or other conditions. The injuries I incur from the Activities could range from minor (i.e., scratches, bruises, and sprains) to major (joint or back injuries, heart attacks, and concussions), or even be catastrophic (loss of limb, paralysis or even death);

Notwithstanding the risks that are inherent in my participation in Activities at the Facility, I further agree as follows:

- 1. My participation in the Activities is voluntary and that I knowingly assume all risks associated with them.
- 2. I, for myself and my heirs and assigns, agree to RELEASE, WAIVE, covenant not to sue, and INDEMNIFY AND HOLD HARMLESS the City of Mountain Brook, Alabama (and its officials, employees, and agents, the “City Representatives”) from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, (including attorney’s fees) that arise or may be brought against them related to participation in the Activities and my use of the Facility, and to reimburse the City for any such expenses incurred in connection with those matters.
- 3. This Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing below, I acknowledge that I have read this Agreement, fully understand its terms, and understand that by signing it I am giving up substantial legal rights, but still voluntary enter it by executing below.

Participant: \_\_\_\_\_ (Print)

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

Signature of Parent (or Guardian) if Minor

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

**ORDINANCE NO. 2048**

**AN ORDINANCE PERMITTING AND REGULATING THE SALE OF  
ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY**

---

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

**Section 1. Sunday alcohol sales.**

Amendment. Pursuant to the provisions of §28-3A-25 of the Code of Alabama (1975), as amended by Alabama Act 2019-100, and as further authorized by Act of Alabama 2019-217, it shall be lawful for businesses licensed to sell alcoholic beverages for on-premises or off-premises consumption, or both, to commence such sales starting at 10 a.m. on Sundays (formerly noon).

Penalty. Any violation of this ordinance shall be a misdemeanor punishable by a fine or imprisonment to be determined at the discretion of the court or judge as provided in §28-3A-25 of the Code of Alabama (1975), as amended.

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

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

**Section 4. Effective Date.** This section shall become effective immediately upon adoption and publication as provided by law.

**ADOPTED:** This 10th day of June, 2019.

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Council President

**APPROVED:** This 10th day of June, 2019.

---

Mayor

## **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook,, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on June 10, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 13, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

---

City Clerk

1 HB168  
2 197284-2  
3 By Representative Ingram  
4 RFD: Economic Development and Tourism  
5 First Read: 19-MAR-19



1 nine o'clock p.m. of any Saturday and two o'clock a.m. of the  
2 following Monday, except as provided in Section 28-3A-6(h)(1).

3 "(2) For any wholesaler or the servants, agents, or  
4 employees of the wholesaler to sell alcoholic beverages, to  
5 other than wholesale or retail licensees or others within this  
6 state lawfully authorized to sell alcoholic beverages, or to  
7 sell for export.

8 "(3) For any person, licensee, or the board either  
9 directly or by the servants, agents, or employees of the same,  
10 or for any servant, agent, or employee of the same, to sell,  
11 deliver, furnish, or give away alcoholic beverages to any  
12 person under the legal drinking age, as defined in Section  
13 28-1-5, or to permit any person under the legal drinking age,  
14 as defined in Section 28-1-5, to drink, consume, or possess  
15 any alcoholic beverages on any licensee's premises.

16 "(4) For any person to consume alcoholic beverages  
17 on the premises of any state liquor store or any off-premises  
18 licensee, or to allow alcoholic beverages to be consumed on  
19 the premises of any state liquor store or any off-premises  
20 licensee, except as specifically allowed by law for the  
21 tasting of alcoholic beverages.

22 "(5) For any licensee to fail to keep for a period  
23 of at least three years, complete and truthful records  
24 covering the operation of his or her license and particularly  
25 showing the date of all purchases of alcoholic beverages, the  
26 actual price paid therefor, and the name of the vendor, or to  
27 refuse the board or any authorized employee of the board

1 access to the records or the opportunity to make copies of the  
2 records when the request is made during business hours.

3 "(6) For any licensee or the servants, agents, or  
4 employees of the same to refuse the board, any of its  
5 authorized employees, or any duly commissioned law enforcement  
6 officer the right to completely inspect the entire licensed  
7 premises at any time the premises are open for business.

8 "(7) For any person to knowingly sell any alcoholic  
9 beverages to any person engaged in the business of illegally  
10 selling alcoholic beverages.

11 "(8) For any person to manufacture, transport, or  
12 import alcoholic beverages into this state, except in  
13 accordance with the reasonable rules and regulations of the  
14 board. This subdivision shall not prohibit the transportation  
15 of alcoholic beverages through the state or any dry county so  
16 long as the beverages are not for delivery therein, if the  
17 transportation is done in accordance with the reasonable rules  
18 and regulations of the board.

19 "(9) For any person to fortify, adulterate,  
20 contaminate, or in any manner change the character or purity  
21 of alcoholic beverages from that as originally marketed by the  
22 manufacturer, except that a retail licensee on order from a  
23 customer may mix a chaser or other ingredients necessary to  
24 prepare a cocktail or mixed drink for on-premises consumption.

25 "(10) For any person licensed to sell alcoholic  
26 beverages to offer to give any thing of value as a premium for  
27 the return of caps, stoppers, corks, stamps, or labels taken

1 from any bottle, case, barrel, or package containing the  
2 alcoholic beverages, or to offer to give any thing of value as  
3 a premium or present to induce the purchase of the alcoholic  
4 beverages, or for any other purpose whatsoever in connection  
5 with the sale of the alcoholic beverages. This subdivision  
6 shall not apply to the return of any moneys specifically  
7 deposited for the return of the original containers to the  
8 owners of the containers.

9 "(11) For any licensee or transporter for hire,  
10 servant, agent, or employee of the same, to transport any  
11 alcoholic beverages except in the original container, and for  
12 any transporter for hire to transport any alcoholic beverages  
13 within the state, unless the transporter holds a permit issued  
14 by the board.

15 "(12) For any manufacturer, importer, or wholesaler,  
16 servant, agent, or employee of the same, to deliver any  
17 alcoholic beverages, except in vehicles bearing such  
18 information on each side of the vehicle as required by the  
19 board.

20 "(13) For any person to sell alcoholic beverages  
21 within any dry county or county where the electors have voted  
22 against the sales, except in wet municipalities or as  
23 authorized by Section 28-3A-18.

24 "(14) For any person, firm, corporation,  
25 partnership, or association of persons as the terms are  
26 defined in Section 28-3-1, including any civic center  
27 authority, racing commission, fair authority, airport

1 authority, public or quasi-public board, agency, or  
2 commission, any agent thereof, or otherwise, who or which has  
3 not been properly licensed under the appropriate provisions of  
4 this chapter to sell, offer for sale, or have in possession  
5 for sale, any alcoholic beverages. Any alcoholic beverages so  
6 possessed, maintained, or kept shall be contraband and subject  
7 to condemnation and confiscation as provided by law.

8 "(15) For any manufacturer, distiller, producer,  
9 importer, or distributor of alcoholic beverages to employ and  
10 maintain any person, who is not a full-time bona fide  
11 employee, as a resident sales agent, broker, or other like  
12 representative, for the purpose of promoting a sale, purchase,  
13 or acquisition of alcoholic beverages to or by the state or  
14 the board, or for any person who is not a full-time bona fide  
15 employee to act as an agent, broker, or representative of any  
16 manufacturer, distributor, producer, importer, or distiller  
17 for that purpose.

18 "(16) For any person to sell, give away, or  
19 otherwise dispose of taxable alcoholic beverages within this  
20 state on which the required taxes have not been paid as  
21 required by law.

22 "(17) For any wholesaler or retailer, or the  
23 servant, agent, or employee of the same, to sell, distribute,  
24 deliver, or to receive or store for sale or distribution  
25 within this state any alcoholic beverages unless there first  
26 has been issued by the board a manufacturer's license to the  
27 manufacturer of the alcoholic beverages or its designated

1 representative or an importer license to the importer of the  
2 alcoholic beverages.

3 "(18) For any person under the legal drinking age,  
4 as defined in Section 28-1-5, to attempt to purchase, to  
5 purchase, consume, possess, or to transport any alcoholic  
6 beverages within the state; provided, however, it shall not be  
7 unlawful for a person under the legal drinking age, as defined  
8 in Section 28-1-5, to be an employee of a wholesale licensee  
9 or an off-premises retail licensee of the board to handle,  
10 transport, or sell any beer or table wine if the person under  
11 the legal drinking age is acting within the line and scope of  
12 his or her employment while so acting. There must be an adult  
13 licensee, servant, agent, or employee of the same present at  
14 all times a licensed establishment is open for business.

15 "(19) For any person, except where authorized by a  
16 local act or general act of local application or pursuant to  
17 Section 2 of this act, to buy, give away, sell, or serve for  
18 consumption on or off the premises, or to drink or consume any  
19 alcoholic beverages in any cafe, lunchroom, restaurant, hotel  
20 dining room, or other public place on Sunday after the hour of  
21 two o'clock a.m.

22 "(20) Except where authorized by a local act or  
23 general act of local application or pursuant to Section 2 of  
24 this act, for the proprietor, keeper, or operator of any cafe,  
25 lunchroom, restaurant, hotel dining room, or other public  
26 place to knowingly permit any person to give away, sell, or  
27 serve for consumption on or off the premises, or to drink or

1 consume any alcoholic beverages on the premises of the cafe,  
2 lunchroom, restaurant, hotel dining room, or other public  
3 place on Sunday after the hour of two o'clock a.m.

4 "(21) For a person under the age of 21 years to  
5 knowingly use or attempt to use a false, forged, deceptive, or  
6 otherwise nongenuine driver's license to obtain or attempt to  
7 obtain alcoholic beverages within this state.

8 "(b) (1) Any violation of subdivisions (1) through  
9 (17) of subsection (a) shall be a misdemeanor punishable by a  
10 fine of not less than one hundred dollars (\$100) nor more than  
11 one thousand dollars (\$1,000), to which, at the discretion of  
12 the court or judge trying the case, may be added imprisonment  
13 in the county jail or at hard labor for the county for not  
14 more than six months for the first conviction; and, on the  
15 second conviction of a violation of the subdivisions, the  
16 offense shall, in addition to the aforementioned fine, be  
17 punishable by imprisonment or at hard labor for the county for  
18 not less than three months nor more than six months to be  
19 imposed by the court or judge trying the case; and, on the  
20 third conviction and every subsequent conviction of a  
21 violation of the subdivisions, the offense shall, in addition  
22 to a fine within the limits abovenamed, be punishable by  
23 imprisonment or at hard labor for the county for not less than  
24 six months nor more than 12 months.

25 "(2) Any violation of any provision of subdivisions  
26 (18), (19), (20), and (21) of subsection (a) shall be a  
27 misdemeanor punishable by a fine of not less than fifty

1 dollars (\$50) nor more than five hundred dollars (\$500), to  
2 which, at the discretion of the court or judge trying the  
3 case, may be added imprisonment in the county jail or at hard  
4 labor for the county for not more than three months.

5 "(c) In addition to the penalties otherwise provided  
6 for a violation of subdivisions (18) and (21) of subsection  
7 (a), upon conviction, including convictions in juvenile court  
8 or under the Youthful Offender Act, the offender's license to  
9 operate a motor vehicle in this state shall be surrendered by  
10 the offender to the judge adjudicating the case for a period  
11 of not less than three months nor more than six months. The  
12 judge shall forward a copy of the order suspending the license  
13 to the Alabama State Law Enforcement Agency for enforcement  
14 purposes."

15 Section 2. ~~(a)~~ In (a)(1) Subject to subdivision (2),  
16 in any wet county, the county commission, by resolution, may  
17 permit and regulate the sale of alcoholic beverages on Sunday  
18 after the hour of two o'clock a.m., for on-premises or  
19 off-premises consumption, or both, as determined by the county  
20 commission or as specified in the referendum, if applicable,  
21 by retail licensees of the Alcoholic Beverage Control Board.

22 (2) The county commission of any wet county, by  
23 resolution, may require a referendum to be held to determine  
24 whether Sunday sales of alcohol shall be permitted in the  
25 county. Upon passage of a resolution by the county commission,  
26 the county shall hold the referendum and if a majority of the  
27 voters voting thereon vote in favor of the question, then the

1 sale of alcoholic beverages shall be permitted and regulated  
2 as specified in the referendum.

3 ~~(b)~~ In (b) (1) Subject to subdivision (2), in any wet  
4 municipality, the local governing body or as specified in the  
5 referendum, if applicable, by ordinance, may permit and  
6 regulate the sale of alcoholic beverages on Sunday after the  
7 hour of two o'clock a.m., for on-premises or off-premises  
8 consumption, or both, as determined by the local governing  
9 body, by retail licensees of the Alcoholic Beverage Control  
10 Board.

11 (2) The governing body of any wet municipality, by  
12 ordinance, may require a referendum to be held to determine  
13 whether Sunday sales of alcohol shall be permitted in the  
14 municipality. Upon passage of a resolution by the governing  
15 body, the municipality shall hold the referendum and if a  
16 majority of the voters voting thereon vote in favor of the  
17 question, then the sale of alcoholic beverages shall be  
18 permitted and regulated as specified in the referendum.

19 Section 3. This act shall become effective on the  
20 first day of the third month following its passage and  
21 approval by the Governor, or its otherwise becoming law.

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House of Representatives

Read for the first time and re-  
ferred to the House of Representa-  
tives committee on Economic Devel-  
opment and Tourism..... 19-MAR-19

Read for the second time and placed  
on the calendar..... 03-APR-19

Read for the third time and passed  
as amended..... 04-APR-19

Yeas 63, Nays 26, Abstains 7

Jeff Woodard  
Clerk