

**MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

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

OCTOBER 28, 2019, 7:00 P.M.

1. American Indian Heritage Month proclamation
2. Approval of the minutes of the October 14, 2019, regular meeting of the Mountain Brook City Council.
3. Consideration: Resolution recommending to the ABC Board the issuance of a 070 – Retail Table Wine (Off Premises Only) license to Phoenix Wines, LLC (Trade name Finch Fine Wines) located at 2737 Highway 280, Suite 144, Mountain Brook, AL 35223.
4. Consideration: Resolution authorizing the execution of an agreement with the Birmingham-Jefferson County Transit Authority (BJCTA or MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2020.
5. Consideration: Resolution authorizing the execution of a contract between the City and Strengths Consulting, Inc., with respect to a city-wide employee engagement survey and related manager training.
6. Announcement: There will be a public hearing on Tuesday, November 12, 2019, to consider an ordinance adopting the 2018 building codes and 2017 electrical code.
7. Announcement: The next regular meeting of the City Council is Tuesday, November 12, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
8. Comments from residents.
9. Adjourn.

PROCLAMATION

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

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

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

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

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

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

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

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

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

Stewart H. Welch III, Mayor

2019-157

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 14, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 14th day of October, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Alice B. Womack

Absent: Philip E. Black
Stewart Welch III, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Discussion on employee parking and 3-hour versus 4-hour parking in Mountain Brook Village—and Rozetha Burrow (Appendix 1)

After some discussion regarding the Council's desire to encourage employees in each of the villages to park in designated all-day parking areas, it was announced that this matter shall not be brought up for formal discussion pending further inquiry of the Mountain Brook Village merchants as to whether further regulations were desired with respect to employee parking. Officer Burrow was asked to make such inquiries and report back at a later date. The Council also invited comments and suggestions from the audience regarding safety concerns such as a perceived need for additional street lighting that may be warranted in area.

2. Three Board of Zoning Adjustment appointments. Resolution Nos. 2019-154 through 156 were added to the formal meeting agenda.
3. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss strategy in preparation for negotiations between the governing body and a group of public employees. The motion was seconded by Council President Smith. 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
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the motion passed by a vote of 4—0 and then adjourned the pre-meeting at approximately 6:40 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on October 14, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

Approved by City Council October 28, 2019

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 14, 2019**

The City Council of the City of Mountain Brook, Alabama and met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 14th day of October, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Alice B. Womack

Absent: Philip E. Black
Stewart Welch III, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. 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 September 23, 2019, regular meeting of the City Council

Approval of the minutes of the October 1, 2019, special meeting (concerning the September 24, 2019, 10-mill educational ad valorem tax increase special election canvass) of the Mountain Brook City Council

2019-143	Mayoral [re]appoint of Rob Walker to the Planning Commission, to serve without compensation through October 1, 2025	Exhibit 1
2019-144	Declare certain personal property surplus and authorizing its sale at public Internet auction or disposal for such items not sold at auction	Exhibit 2
2019-145	Ratify the right-of-way acquisition in conjunction with the Dunbarton Road sidewalk construction project	Exhibit 3, Appendix 1
2019-146	Authorize the execution of professional services agreement between the City and ECS Southeast, LLP for geotechnical subsurface consulting and evaluation of Smyer Road	Exhibit 4, Appendix 2
2019-147	Set a public hearing on Tuesday, November 12, 2019, to consider an ordinance adopting the 2018 building codes and 2017 electrical code	Exhibit 5
2019-148	Authorize the execution of a service agreement between the City and All In Mountain Brook	Exhibit 6, Appendix 3

2019-149	Authorize the execution of a service agreement between the City and Birmingham Zoo, Inc.	Exhibit 7, Appendix 4
2019-150	Authorize the execution of a service agreement between the City and Birmingham Botanical Society	Exhibit 8, Appendix 5
2019-151	Authorize the execution of a service agreement between the City and Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 9, Appendix 6
2019-152	Authorize the execution of a service agreement between the City and Prescott House	Exhibit 10, Appendix 7
2019-153	Expression of gratitude to Alice McSpadden Williams for her service on the Planning Commission	Exhibit 11
2019-154	Appoint Rhett Loveman to the Board of Zoning Adjustment (BZA), to serve without compensation through September 22, 2020	Exhibit 12
2019-155	Appoint Gerald Gardner as a supernumerary member of the Board of Zoning Adjustment (BZA), to serve without compensation through September 13, 2022	Exhibit 13
2019-156	Appoint Scott Boomhover as a supernumerary member of the Board of Zoning Adjustment (BZA), to serve without compensation through October 14, 2022	Exhibit 14

Thereupon, the foregoing minutes, Mayoral appointment to the Planning Commission and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Womack. The minutes, Mayoral appointment to the Planning Commission and resolutions were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes, Mayoral appointment to the Planning Commission and resolutions. Council member Womack announced that she will abstain from voting on Resolution No. 2019-145. 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
Lloyd C. Shelton
Alice B. Womack (except for Resolution No. 2019-145 upon which she abstained)

Nays: None

Council President Smith thereupon declared that said minutes, Mayoral appointment to the Planning Commission (No. 2019-143) and resolutions (Nos. 2019-144, and 2019-146 through 2019-156) are adopted by a vote of 4—0 and that Resolution No. 2019-145 is adopted by a vote of 3—0 and as evidence thereof she signed the same.

2. ANNOUNCEMENTS

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

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

3. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:08 p.m.

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on October 14, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council October 28, 2019

EXHIBIT 1

MAYORAL APPOINTMENT 2019-143

Mayor Welch announced his reappointment of Rob Walker to the Planning Commission to fill to serve without compensation through October 1, 2025.

EXHIBIT 2

RESOLUTION NO. 2019-144

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

- Description**
- Stihl FS131R
- Husqvarna 372PT5S pole saw
- Stihl HL100 trimmer
- Stihl FS240R
- Stihl HL100 trimmer
- Stihl HL100 trimmer
- Stihl HL94
- Stihl FS131R
- Husqvarna 580BTS

RESOLUTION NO. 2019-158

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

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

ADOPTED: This 28th day of October, 2019.

Council President

APPROVED: This 28th day of October, 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 special meeting held on October 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** \$150.00 **County:** \$75.00

Type License: **State:** **County:**

Trade Name: FINCH FINE WINES **Filing Fee:** \$50.00

Applicant: PHOENIX WINES LLC **Transfer Fee:**

Location Address: 2737 HWY 280 ; SUITE 144 MOUNTAIN BROOK, AL 35223

Mailing Address: 2 20TH ST N ; SUITE 860 BIRMINGHAM , AL 35203

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 2019023794

Date Incorporated: 03/18/2019 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 03/18/2019 **Alabama State Sales Tax ID:** R010485477

Federal Tax ID: 84-1944877

Name:	Title:	Date and Place of Birth:	Residence Address:
SARAH ELIZABETH STINEBAUGH 8074321 - AL	MEMBER	05/07/1992 DOTHAN, AL	116 E STONEHAVEN CIRCLE PELHAM, AL 35124
EDWIN WISON FINCH III 2200927 - AL	MEMBER	07/06/1945 MINNEAPOLIS, MN	2405 HENRIETTA RD BIRMINGHAM , AL 35223

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SARAH STINEBAUGH

Business Phone: 205-328-3098

Fax:

Home Phone: 334-590-3339

Cell Phone: 334-590-3339

E-mail: SSTINEBAUGH@FHLCAPITAL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

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

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

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

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE 144 IN SHOPPING CENTER



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191017101029780

Initial each

Signature page

SS

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

SS

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

SS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

SS

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

SS

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

SS

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

SS

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

SS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

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

SS

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

Applicant Name (print): *Sarah Stinebaugh*

Signature of Applicant: *Sarah Stinebaugh*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson* Commission expires: *4/22/22*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

October 29, 2019

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

Facsimile: (205) 942-2101

Dear Ms. Johnson:

Attached is a copy of a resolution passed at the October 28, 2019, City Council meeting recommending the issuance of a 070 – Retail Table Wine (Off Premises Only) licenses as follows:

Phoenix Wines LLC
Trade name Finch Fine Wines
2737 Highway 280, Suite 144
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

c: Sarah Stinebaugh
[sstinebaugh@fhlcapital.com](mailto:ssstinebaugh@fhlcapital.com)

RESOLUTION NO. 2019-159

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

ADOPTED: This 28th day of October, 2019.

Council President

APPROVED: This 28th day of October, 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 October 28, 2019, as same appears in the minutes of record of said meeting.

City Clerk

**BUS SERVICE AGREEMENT
FY 2020**

by and between

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY d/b/a MAX
(BJCTA)**

and

CITY OF MOUNTAIN BROOK

relating to providing bus service in Mountain Brook, Alabama

October 1, 2019

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
TRANSIT SERVICES AGREEMENT**

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

Recitals:

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

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

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

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

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

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

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

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

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

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by BJCTA, as set forth and described in paragraph 5 below.

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

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

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

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

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

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

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

4. **TERMINATION.**

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

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

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

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

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

6. **PAYMENT FOR BUS SERVICE.** The City agrees to pay the BJCTA **\$139,032** for providing transit services for the forthcoming fiscal year beginning October 1, 2019 through September 30, 2020. This sum represents **1,688** service hours of transit services, as requested, at a rate of **\$82.36** per hour of operation. This annual amount shall be paid monthly at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15th day of the month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

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

Attest:

CITY OF MOUNTAIN BROOK

By CITY OF MOUNTAIN BROOK, MAYOR
OR AUTHORIZED OFFICIAL

By: _____
(Signature of Authorized Official)

Date: _____

**BIRMINGHAM-JEFFERSON COUNTY
TRANSIT AUTHORITY**

By: _____
FRANK T. MARTIN
Executive Director/Chief Executive Officer

Date: _____

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

FUSTON, PETWAY & FRENCH

By: _____
G. Courtney French, Esq., Partner

Mt. Brook

43 Zoo

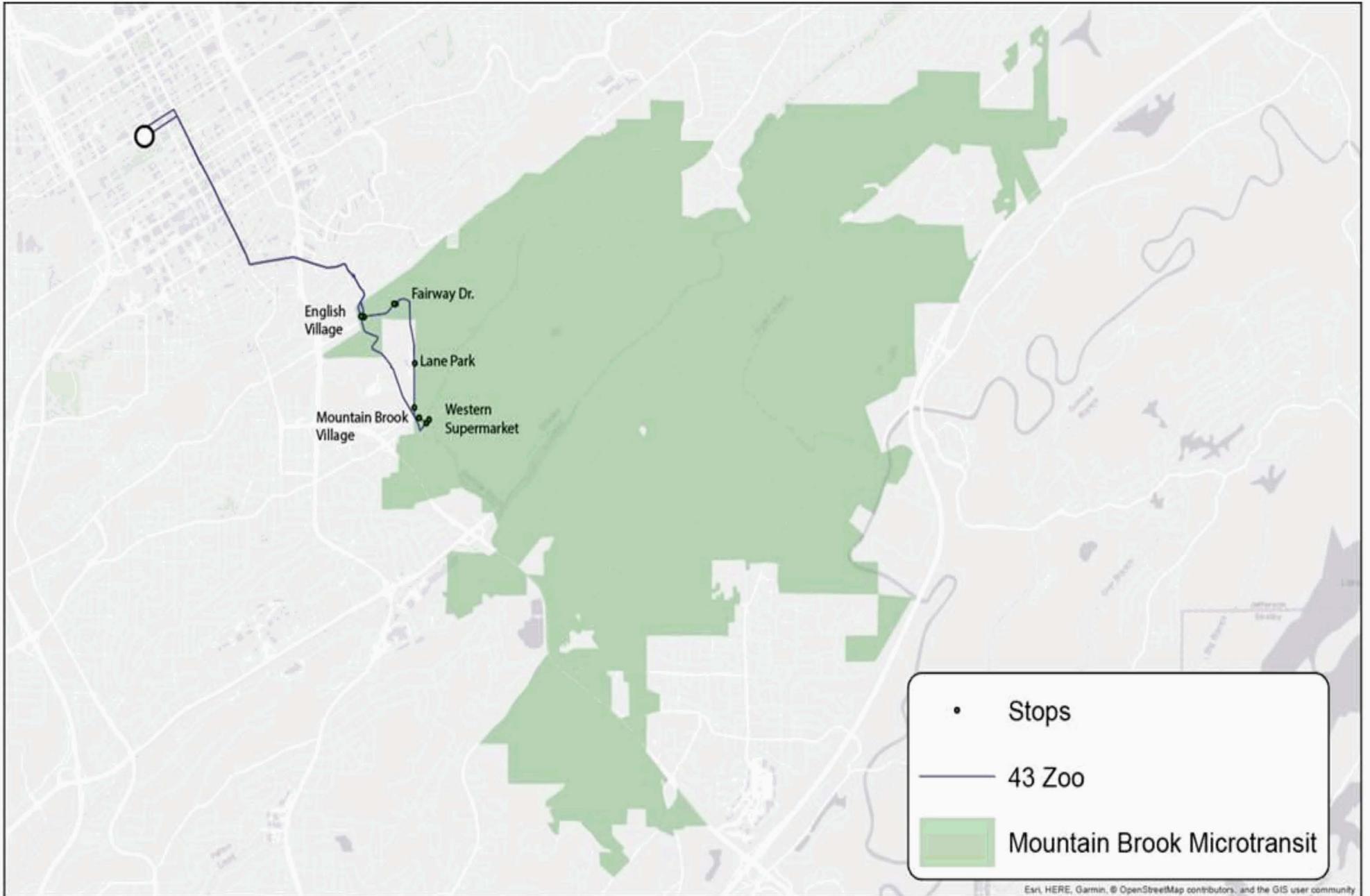
Weekday
Effective November 2019

Outbound

Inbound

Central Station	20th St & 11th Ave S	Mt. Brook Western		Mt. Brook Western	20th St & 11th Ave S	Central Station
700 AM	711 AM	720 AM		725 AM	734 AM	745 AM
750 AM	801 AM	810 AM		815 AM	824 AM	835 AM
840 AM	851 AM	900 AM		905 AM	914 AM	925 AM
930 AM	941 AM	950 AM		955 AM	1004 AM	1015 AM
1020 AM	1031 AM	1040 AM		1045 AM	1054 AM	1105 AM
1110 AM	1121 AM	1130 AM		1135 AM	1144 AM	1155 AM
1200 PM	1211 PM	1220 PM		1225 PM	1234 PM	1245 PM
1250PM	101PM	110 PM		115 PM	124 PM	135 PM
140 PM	151 PM	200 PM		205 PM	214 PM	225 PM
230 PM	241 PM	250 PM		255 PM	304 PM	315 PM
320 PM	331 PM	340 PM		345 PM	354 PM	405 PM
410 PM	421 PM	430 PM		435 PM	444 PM	455 PM
500 PM	511 PM	520 PM		525 PM	534 PM	545 PM

Mountain Brook Microtransit and Zoo



RESOLUTION NO. 2019-160

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

ADOPTED: This 28th day of October, 2019.

Council President

APPROVED: This 28th day of October, 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 October 28, 2019, as same appears in the minutes of record of said meeting.

City Clerk



City of Mountain Brook Contract for Employee Engagement Survey and Training October 18, 2019

Scope of work.

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

About Strengths Consulting, Inc.

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

Why measure and monitor engagement?

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



City of Mountain Brook
Contract Cost Summary
October 15, 2019

GALLUP Q12 CODES FOR A STAND ALONE SURVEY

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

SUPPORT AND TRAINING BASED ON # OF EMPLOYEES

SURVEY SETUP & ADMINISTRATION

RESULTS REVIEW - UP TO 8 HRS

@ \$50 \$10,500

ENGAGEMENT TRAINING WORKSHOPS***

(4) 20 RESOURCE KITS FOR MANAGERS

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

Subtotal \$13,650

OTHER POTENTIAL OUT OF POCKET COSTS:

MISCELLANEOUS SUPPLIES, RESOURCES.....

TBD est \$250-\$750

OPTIONAL but STRONGLY RECOMMENDED:

QUARTERLY FOLLOWUP (8-16 HRS @ \$200)

\$2,000 - \$4,000

CONSULTING OUTSIDE THE SCOPE ABOVE:

\$200/Hr

* GALLUP PRICING SUBJECT TO CHANGE

** COST PER PERSON VARIES ON GROUP SIZE

CONTRACT TERMS AND CONDITIONS:

PRICING

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

_____ Client Initial

CANCELLATION OR RESCHEDULING

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

_____ Client Initial

SCOPE CHANGES

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

_____ Client Initial

INDEMNIFICATION

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

_____ Client Initial

NON-DISCLOSURE

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

_____ Client Initial

GENERAL PAYMENT TERMS

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

_____ Client Initial

PAYMENT PLAN:

- 1.) \$2,500 Retainer to be billed once this contract is signed:
- 2.) Cost of Q12 Codes, approximately \$3,150 to be paid prior to code purchase.
- 3.) \$2,000 upon the completion of each workshop with the remaining due once all workshops are complete.

CONCLUSION:

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

Client Signature: _____

Print Client Name/Title: _____

Date: _____

Katherine Houston

October 18, 2019

Katherine Houston – Strengths Consulting Inc.

Date