

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

SEPTEMBER 26, 2022, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 09262022).

1. Down Syndrome Awareness Month Proclamation
2. Board of Education update-Superintendent Richard Barlow
3. Approval of the minutes of the September 12, 2022, regular meeting of the City Council.
4. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
5. Consideration: Resolution increasing the salary schedule for all classified, unclassified and part-time employees by four and one-half percent (4.5%) effective October 11, 2022, and increasing the compensation for contract security services for the City's Public Works facilities, the City Prosecutor, and Municipal Judges by four and one-half percent (4.5%) effective October 1, 2022.
6. Consideration: Resolution recommending to the ABC Board the issuance of a 020-Restaurant Retail Liquor license to Real and Rosemary Crestline LLC (doing business as Real and Rosemary) located at 75 Church Street, Mountain Brook, AL 35213
7. Consideration: Resolution authorizing the execution of an engagement letter for the financial and compliance audit of the City as of and for the year ended September 30, 2022.
8. Consideration: Resolution authorizing the execution of an engagement letter for the retiree medical other post-employment benefit (OPEB) plan
9. Consideration: Resolution authorizing the execution of an agreement between the City and Alabama Power Company with respect to the City's use of APCO facilities for License Plate Recognition services in the interest of public safety
10. Consideration: Resolution authorizing the execution of a service agreement with Jefferson Blount St. Clair Mental Health Authority
11. Consideration: Ordinance adopting the City's budget for the fiscal year beginning October 1, 2022 and ending September 30, 2022.
12. Consideration: Ordinance increasing the salary of the City Manager by four and one-half percent (4.5%) effective October 11, 2022, and amending the related employment agreement.
13. Consideration: Ordinance amending Chapter 14 of the City Code with respect to the business license tax issue fee.
14. Comments from residents and attendees.
15. Announcement: The next regular meeting of the City Council is October 10, 2022 at 7:00 p.m.
16. Adjourn.

PROCLAMATION DOWN SYNDROME AWARENESS

WHEREAS, Down syndrome is the most frequently occurring chromosomal disorder and is the leading cause of intellectual and developmental delay in the United States; people with Down syndrome deserve fundamental human and civil rights; and

WHEREAS, approximately one in every 691 children are born with Down syndrome, representing an estimated 5,000 births per year in the United States with approximately 85 of those annual births occurring here in Alabama, there are approximately 250,000 individual citizens with Down syndrome in the United States; and

WHEREAS, today through the efforts of parents, activists, advocacy organizations, and self-advocates; people with Down syndrome are offered early intervention services, attend school, procure appropriate health care, choose to live at home or independently; receive transition services and vocational training; have meaningful relationships, volunteer opportunities, maintain a job, experience a life of inclusion and rewarding maturity; and

WHEREAS, yet despite significant increases in lifespan and intellectual opportunities over the past decade, there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research, employment and support for people with Down syndrome; and

WHEREAS, through public awareness, the City of Mountain Brook supports the initiatives of organizations working to ensure people with Down syndrome have adequate services, are valued by society, and can lead fulfilling and productive lives in our community.

NOW, THEREFORE, I Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim

**October 1st as DOWN SYNDROME AWARENESS DAY and
October as NATIONAL DOWN SYNDROME AWARENESS MONTH**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 26th day of September of the year of our Lord 2022 and of the Independence of the United States of America, the 246th.

Stewart H. Welch III, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 12, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 12th day of September, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Change order for Field #1 at the Athletic Complex

Dale Brasher-GMC

- Change order submitted by Morris-Shea for \$873,000
- This change order is different because the work has already been completed

Bill Shea-Morris-Shea

- Overview of events:
- When work began, noticed the field was designed smaller than original field (due to the way the field was orientated in the space)
- Original field had 285 foot fence all around predominately for 7th & 8th graders which is appropriate size field for kids of that age
- What was drawn up was a good bit shorter with 250 foot fence in one corner, 260 in another, 279, 274 in another corner and 270 in center
- A lot of work was done on grading, pushing dirt out, cutting hillside out, rotating, and resurveying
- This resulted in a field that was 10 and ½ percent bigger than what was in drawings (275 in corners and 285 in alleys and center field) This is a more appropriate field for 7th and 8th graders
- Did a lot on regrading hillside and retaining walls to make overall area bigger (not just field)
- Shaved hillside back further that allows people to walk all around the field
- The whole left field area was a rock excavation which is very expensive and time consuming
- A question was asked (in the addendum when job was bid) about what happens if they hit rock, the answer was to submit a change order for rock excavating

- When he hit rock he had two choices-1. stop work and give an estimate of what the cost would be or 2. keep going and keep up with the totals. The decision was made to keep going to stay on schedule to get field turned over
- 1/3 of field was rock excavation, which brought on having to fill in rock to get sub grade back level
- Added additional filler and hauling rock off site which is very expensive and time consuming

Lloyd Shelton-Council Member

- It is standard to submit change orders before proceeding forward
- This is unusual in that the work is already done
- Typically on change orders, conversations are had before work is completed

Bill Shea

- A lot of stuff was done “on the fly”
- Had dozens of renditions of where to place the field
- Had a full time surveyor for two months
- At any point of time could have stopped work until it was all agreed upon but would not have come up with a finite amount of rock to excavate
- A lot of things were added as they were doing it “on the fly” that added up to the amount on this change order such as: rock and plumbing for concession stand
- Did tweaks that made sense and gave the City a better product such as: laying a more expensive pipe for water and sewer as opposed to regular PVC pipe
- Cage built has a lot more square footage underneath
- There are some drainage issues that they are looking into
- This change order is so they can be made whole from expenses incurred
- The completed project is better and has a larger field than original field
- Agreement was if made the field bigger, Morris-Shea would cover the cost of additional turf

Virginia Smith-Council President

- The concern is the amount of the change order
- Would like to meet in a smaller meeting with council member Pritchard to discuss further

2. 751 Bentley Drive next steps

Sam Gaston-City Manager

- Received e-mails from the neighbors of 751 Bentley Drive and they want the City to proceed with demolition
- Neighbors were concerned with delays, repairs, and contractors backing out if demolition was delayed

Virginia Smith-Council President

- In favor of following through with Resolution No. 2022-121 to demolish the structure at 751 Bentley Drive

Sam Gaston

- Need to authorize a contract for the demolition subject to legal council approval

Virginia Smith

- Item added to the formal agenda (Motion 2022-137)

3. Stop sign request for Sherwood Road and Brookwood Road

Sam Gaston-City Manager

- Received a request for this stop sign
- Richard Caudle looked at the location and recommended a 3-way stop sign

Virginia Smith-Council President

- Saw the issue was line of sight, suggested removing the shrubbery by the street sign
- Wants to have Richard Caudle look at it again after shrubbery has been removed
- Will discuss again at next council meeting

4. Conditional Use application for MPower located at 2419 Canterbury Road

Tyler Slaten-Senior Planner

- Mrs. Curtain revised her proposal since last meeting
- Current proposal before the council has the group class to end at 11:10 a.m.
- Proposal also includes one group class from 1:30 p.m. to 2:20 p.m.
- Revised request to allow 6 clients and 2 personal trainers (opposed to 3 clients and 1 personal trainer) during the 10:30-4:30 window

Virginia Smith-Council President

- Met with Mrs. Curtain and Council Member Womack to discuss concerns (largely music)
- In favor of allowing 10:20 a.m.-11:10 a.m. and not allow the group class from 1:30 p.m. to 2:20 p.m.

Alice Womack-Council Member

- Liked that the proposal was changed to have group class end at 11:10 a.m.
- Concern is music from 10:30-11:10

Billy Pritchard-Council President Pro Tempore

- In favor of the revised proposal

Gerald Garner-Council Member

- In favor of the revised proposal

Emma S. Curtain-Owner of MPower Fitness

- Feels the village is empty at 1:30
- Everyone leaves the village after lunch

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-138)

5. Conditional Use application for a lunchtime operation for Rougaroux located at 2716 Culver Road

Jay Freeman-Owner of 2716 Culver Road building

- Based on feedback from last council session, narrowed request to not use patio seating during conditional use (lunchtime operation) hours
- Working with building officials and the Fire Marshal on the pick-up window
- Asking council to approve lunchtime service in dining room and lunchtime service from pick-up window with Fire Marshall approval

Lee Rhudy-Fire Marshall

- Concerns: congestion of area, obstructions (cars) and electrical lines

Jay Freeman

- Requesting the conditional use approval to know if they can serve lunch. If approved, then the architect will design the plans

Andrew Taylor-Architect

- There is room in the ally if everyone parks legally; however, cars are parked illegally

Gerald Garner-Council Member

- In favor of the conditional use
- Want businesses to open for lunch

Lloyd Shelton-Council Member

- In favor of the conditional use
- The request before the council is pending approval from the Fire Marshall

Billy Pritchard-Council President Pro Tempore

- Wants to get approval from the Fire Marshall before approving the conditional use

Jay Freeman

- The biggest concern is the conditional use to serve lunch, without the approval, the project does not move forward
- In terms of the courtyard and design in the back, they will work with the Fire Marshall

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-139)

6. Dogs on Crestline Field

Billy Pritchard-Council President Pro Tempore

- Received several reports that individuals are still not picking up after dogs
- Current ordinance prohibits dogs ½ hour before, during and ½ hour after events
- Dogs need to be prohibited (at very least until November)
- There are several dog parks in Mountain Brook
- Leash laws are not being followed

Gerald Garner-Council Member

- Biggest concern was health risk
- Tried “self-police” but it is not working

Shanda Williams-Parks and Recreation Superintendent

- The problems are dog feces and dogs digging holes

Jaye Loggins-Police Chief

- Asked animal control officer to change schedule and to pay more attention to the dogs on the fields

Virginia Smith-Council President

- This has been an on-going problem for years
- Banning dogs from the fields is not an action that any of the council members want to make
- If approved, may look at putting some kind of fenced in area for dogs in Crestline

Valerie Williams-120 Camellia Drive

- Want a compromise because the field is not always in use
- The dog park in Mountain Brook elementary is all dirt and is very small
- This community should have a compromise where everyone gets what they want
- Want to enforce the laws in place that prohibit dogs during events and the leash law instead of banning dogs completely
- The dogs are not the only ones digging holes in the field. Kids dig holes as well
- Kids also litter on the field but there is nothing that states they cannot be there

Thomas Blasey-703 Euclid Avenue

- Lived in Mountain Brook since 2015
- The field has been such a blessing for his family and dog
- Connected to community through taking his dog to the field
- Passing an Ordinance banning dogs is not a solution to the issue
- Thinks the field should be shared with the community

Valerie Williams

- Inquired how this Ordinance will be enforced if passed

Virginia Smith

- Enforcement may be difficult, it will be up to the Police Department on enforcing the Ordinance
- Item added to the formal agenda (Ordinance No. 2129)

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

2. ADJOURNMENT

There being no further matters for discussion Council President adjourned the pre-meeting at approximately 7:22 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on September 12, 2022, 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 September 26, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
SEPTEMBER 12, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:24 p.m. on the 12th day of September, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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 Chairman, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

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

1. MEDAL OF VALOR PROCLAMATION NO. 2022-130-JOHN MICHAEL CHAN-DASH (EXHIBIT 1)

Stewart Welch-Mayor

- Presented the Medal of Valor Proclamation to John Michael Chan-Dash

Chris Mullins-Fire Chief

- Mr. Chan-Dash's actions saved the occupant's life
- Very proud of Mr. Chan-Dash and view him as a hero
- Presented Mr. Chan-Dash with a challenge coin

Jaye Loggins-Police Chief

- Commended Mr. Chan-Dash on his actions
- Presented Mr. Chan-Dash with a challenge coin

Nelda Pugh-3723 Brookwood Road

- Owes her life to Mr. Chan-Dash
- She was asleep when her house caught fire and he was knocking on her door

John Michael Chan-Dash

- Thanked the Fire Department
- Thanked God he was able to intervene

2. CONSTITUTION WEEK PROCLAMATION NO. 2022-131 (EXHIBIT 2)

Stewart Welch-Mayor

- Presented Ms. Nelda Pugh of the Sumter Chapter, Ms. Halcyann Badham of the Cahawba Chapter, Ms. Stephanie Byrne of the Old Elyton Chapter, Ms. Jessie Schniper of the Princess Seho Chapter, Ms. Ellen Tucker of the General Sumter Chapter and Ms. Carolyn Long of the John Parke Custis Chapter of the Daughters of the American Revolution with the Proclamation

Jessie Schniper-regend of the Princess Seho Chapter

- “Presented bells to the council members”
- A bell ringing will be on Saturday the 17th at 3:PM CST to celebrate the signing of the constitution

3. CONSENT AGENDA

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

- Approval of the minutes of the August 8, 2022, regular meeting of the City Council
- Approval of the minutes of the August 22, 2022, regular meeting of the City Council
- Approval of the minutes of the August 30, 2022, special meeting (election canvass) of the City Council
- Approval of the minutes of the September 1, 2022, special meeting of the City Council

2022-130 Proclamation	Medal of Valor Proclamation–John Michael Chan-Dash	Exhibit 1, Appendix 1
2022-131 Proclamation	Constitution Week Proclamation	Exhibit 2, Appendix 2
2022-132	Authorize the sale or disposal of surplus property (Library and Vehicles)	Exhibit 3, Appendix 3
2022-133	Accept the proposal submitted by Wright Construction Company and execute a construction contract with respect to the Old Leeds Road Sidewalk Project	Exhibit 4, Appendix 4
2022-134	Accept the professional services proposal submitted by the Barrett Architecture Studio, LLC with respect to the professional design services for the Mountain Brook Fire Station No. 2 project currently located at 3785 Locksley Drive	Exhibit 5, Appendix 5
2022-135	Accept the proposal submitted by K&K Systems with respect to the installation of crosswalk warning signs with LED flashing lights at Montrose Road and Mountain Park Drive	Exhibit 6, Appendix 6
2022-136	Execute a contractor agreement with Civil & Structural Solutions LLC with respect to the roof repairs on the Parks and Recreation building	Exhibit 7, Appendix 7
2022-137 MOTION	Authorize the development of a contract with Bearden Services LLC for the abatement of 751 Bentley Drive	Exhibit 8, Appendix 8

Thereupon, the foregoing minutes, proclamations, motion and resolutions (Nos. 2022-132 through 2022-136), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamations, motion and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamations, motion 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
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamations, motion and resolutions (Nos. 2022-132 through 2022-136) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. CONSIDERATION OF RESOLUTION NO. 2022-1378 FOR THE CONDITIONAL SERVICE USE FOR MPOWER LOCATED AT 2419 CANTERBURY ROAD (EXHIBIT 9, APPENDIX 9)

Council President Pro Tempore Pritchard made a motion to approve the resolution approving the conditional service use for MPower located at 2419 Canterbury Road.

Thereupon, the resolution was then considered by the City Council. Council Member Shelton seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III
Gerald A. Garner
Lloyd C. Shelton

Nays: Virginia C. Smith
Alice B. Womack

Council President Smith thereupon declared that said resolution is adopted by a vote of 3—2.

5. CONSIDERATION OF RESOLUTION NO. 2022-139 FOR CONDITIONAL USE APPLICATION (LUNCHTIME OPERATION) FOR ROUGAROUX LOCATED AT 2716 CULVER ROAD (EXHIBIT 10, APPENDIX 10)

Council Member Garner made a motion to approve the resolution approving the conditional use application (lunchtime operation) for Rougaroux located at 2716 Culver Road.

Thereupon, the resolution was then considered by the City Council. Council Member Shelton seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
 Alice B. Womack
 Gerald A. Garner
 Lloyd C. Shelton

Nays: William S. Pritchard III

Council President Smith thereupon declared that said resolution is adopted by a vote of 4—1.

6. CONSIDERATION OF ORDINANCE NO. 2128 AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 (EXHIBIT 11)

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Shelton and was unanimously carried, as follows:

Ayes: Virginia C. Smith
 William S. (“Billy”) Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith
 William S. (“Billy”) Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2128) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

7. CONSIDERATION OF ORDINANCE NO. 2129 AMENDING CHAPTER 6 OF THE CITY CODE “ANIMAL CONTROL ORDINANCE” (EXHIBIT 12)

Council President Smith introduced the ordinance in writing. It was then moved by council Member Garner that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be

waived. The motion was seconded by Council President Pro Tempore Pritchard and was unanimously carried, as follows:

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2129) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

8. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is September 26, 2022, 7:00p.m.

9. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss potential litigation and that the City Council will not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President 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
 Gerald A. Garner
 Alice B. Womack

Lloyd C. Shelton

Nays: None

President Smith adjourned the meeting at approximately 7:47p.m.

10. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on September 12, 2022, 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 September 26, 2022

EXHIBIT 1 PROCLAMATION NO. 2022-130

WHEREAS, the Medal of Valor is the highest civilian award that recognizes private citizens who perform an act of heroism or sacrifice, with voluntary risk to their personal safety in the face of danger; and

WHEREAS, on August 29, 2022 at approximately at 9:20 p.m., a house fire started at 3723 Brookwood Road that is located within the fire protection of the Mountain Brook Fire Department; and

WHEREAS, the occupant of the residence is an elderly woman who suffers from hearing loss; and

WHEREAS, John Michael Chan-Dash after leaving his grandparents' home noticed the smell of smoke and saw flames coming out of the roof of the said residence; and

WHEREAS, Mr. Chan-Dash immediately took action and quickly ran to the front door where he began knocking in an attempt to alert the occupant. After approximately 3-5 minutes of knocking, the occupant came to the door confused and disoriented from the dense smoke. Mr. Chan-Dash stayed with the occupant after the Mountain Brook Fire Department arrived and even put his shoes on her feet to prevent any injuries.

NOW, THEREFORE, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook in the State of Alabama, do hereby award John Michael Chan-Dash the Medal of Valor for his outstanding bravery he displayed on August 29, 2022.

RESOLUTION NO. 2022-141

**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 equipment and vehicles, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

ADOPTED: This 26th day of September, 2022.

Council President

APPROVED: This 26th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 meeting held on September 26, 2022, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Book Cart – 2

36" L (42" with handles) x 42" H x 20" W. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Toolbox - 1

19" L x 26.5" H x 13" W (30" when opened). The library does not have a loading deck, and staff are not available to assist with moving/loading.



File Cabinet - 1

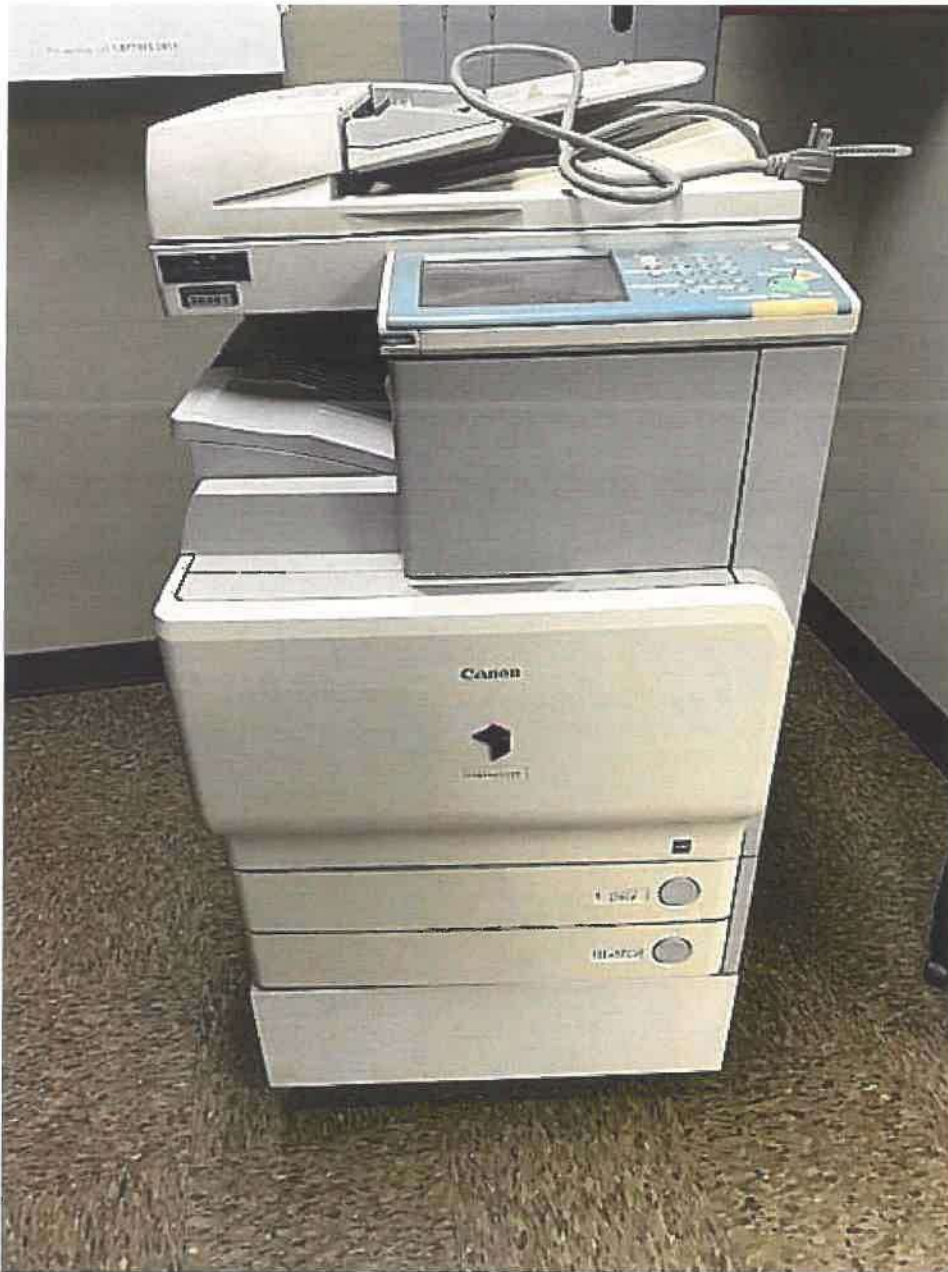
The files cabinet is 25 3/4"H x 15"W x 21.5"D. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Magazine Boxes - 2

Magazine boxes are 10 1/4"H x 11 5/8"W x 7 3/4"D. The library does not have a loading deck, and staff are not available to assist with moving/loading.

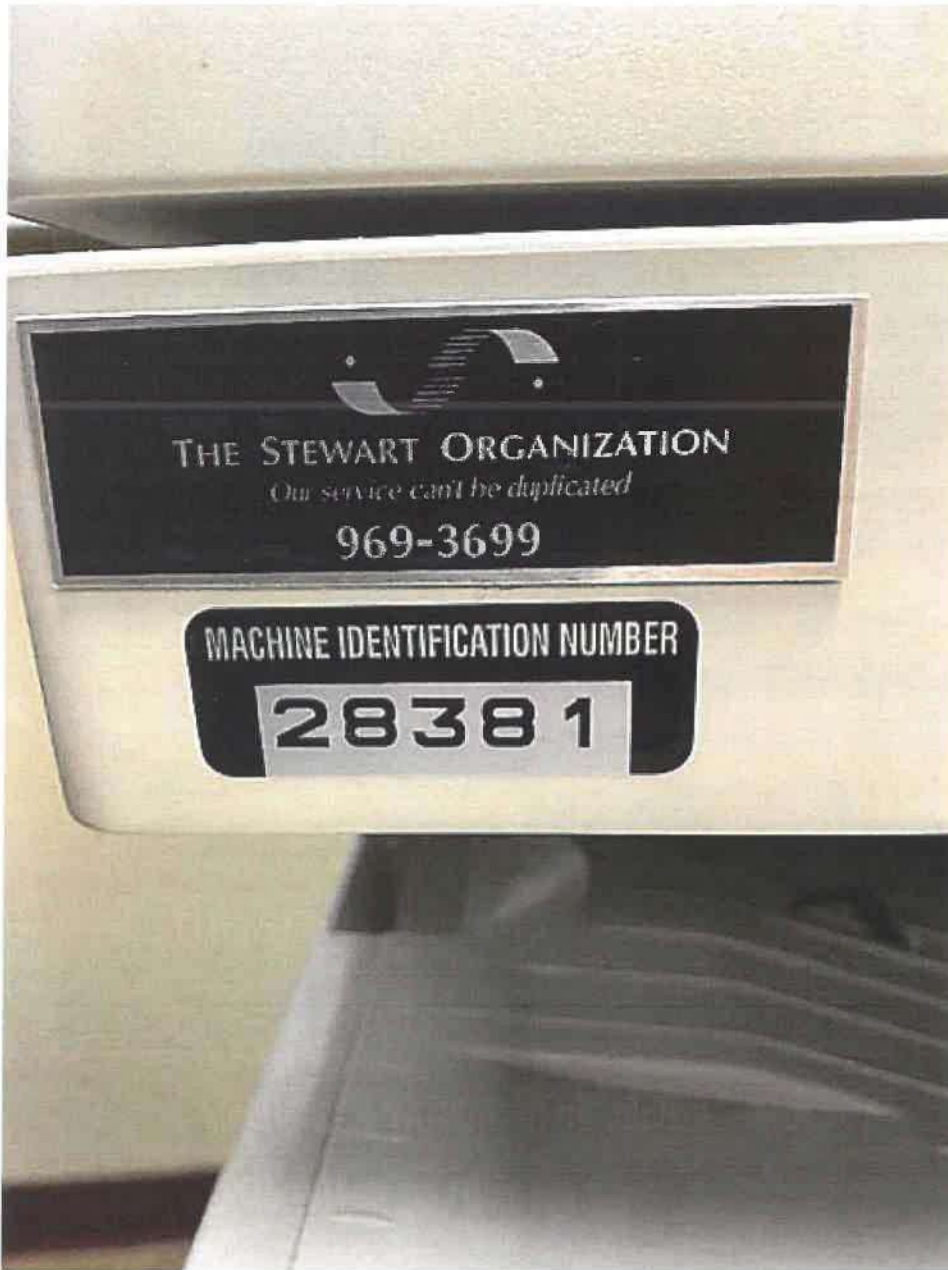




Canon



Color
imageRUNNER
C2880



RESOLUTION NO. 2021-142

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 11, 2022, the salaries of all employees (classified and unclassified/full-time and part-time) of the City of Mountain Brook, Alabama, including employees of The O’Neal Library Board, Parks and Recreation Board shall be increased by four and one-half percent (4.5%) over the current salary schedule.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 1, 2022, the following shall also be increased by four and one-half percent (4.5%):

- 1) The compensation for contract security services for the City’s Public Works facilities, as previously authorized upon the adoption of Resolution No. 2013-146 on October 14, 2013.
- 2) The compensation rate of the City Prosecutor shall be \$152.00 per hour (plus out-of-pocket expenses). (Last updated September 27, 2021, Resolution No. 2021-142, \$145.62/hour).
- 3) The compensation rate of the Municipal Judges shall be \$1,250.00 (Last updated September 27, 2021, Resolution No. 2021-142, \$1,196.20/month).

ADOPTED: The 22nd day of September, 2022.

Council President

APPROVED: The 22nd day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 September 22, 2022, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2022-143

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 020 – Restaurant Retail Liquor license to Real and Rosemary Crestline LLC, (trade name: Real and Rosemary), 75 Church Street, Mountain Brook, AL 35213.

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

ADOPTED: This 26th day of September, 2022.

Council President

APPROVED: This 26th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 September 26, 2022, 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: 20220909133146328

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**
Type License: **State:** **County:**
Trade Name: REAL AND ROSEMARY **Filing Fee:**
Applicant: REAL AND ROSEMARY CRESTLINE LLC **Transfer Fee:** \$50.00
Location Address: 75 CHURCH STREET MOUNTAIN BROOK, AL 35213
Mailing Address: 75 CHURCH STREET MOUNTAIN BROOK, AL 35213
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 2017103638
Do you sell Draft Beer?:
Date Incorporated: 10/02/2017 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority: 10/02/2017
Federal Tax ID: 823062365 **Alabama State Sales Tax ID:** R009812965

Name:	Title:	Date and Place of Birth:	Residence Address:
RYAN NATHANAEL CARLSON 7628134 - AL	MEMBER	11/08/1988 BIRMINGHAM ALABAMA	1809 MAYFAIR DRIVE HOMEWOOD, AL 35209
JENNIFER TRAYWICK CARLSON 6688583 - AL	MEMBER	08/11/1981 SAN ANTONIO TEXAS	1809 MAYFAIR DRIVE HOMEWOOD, AL 35209

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? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JENNIFER CARLSON **Home Phone:** 205-789-7670
Business Phone: 205-789-7670 **Cell Phone:** 205-789-7670
Fax: **E-mail:** JENNIFER@REALANDROSEMARY.COM

PREVIOUS LICENSE INFORMATION: **Previous License Number(s)**
Trade Name: OLLIE IRENE **License 1:** 010910437
Applicant: SHARECROPPER LLC **License 2:**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20220909133146328

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **A CAITLIN CADE IV 205-226-8636**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **900** Display Square Footage:
 Building seating capacity: **60** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: **0** Nearest: **0**
 Nearest school: Nearest church: Nearest residence: **0 miles**
 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: 20220909133146328

Initial each

Signature page

JC

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

JC

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

XJC

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.

XJC

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

X

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

JC

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

JC

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.

JC

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.

JC

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): Jennifer Carlson

Signature of Applicant: *J. Carlson*

Notary Name (print): Douglas Spradley

Notary Signature: *Douglas Spradley*

Commission expires: 3/14/2022



Application Taken: App. Inv. Completed:
Submitted to Local Government: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20220909133146328

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

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: REAL AND ROSEMARY HOMEWOOD, REAL AND ROSEMARY SUMMIT, CAVEAT COFFEE



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**
Confirmation Number: 20220909133146328



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SHARECROPPER LLC
Address: 75 CHURCH ST
MOUNTAIN BROOK, AL 35213
Telephone: 202-277-7692

NEW APPLICANT:
REAL AND ROSEMARY CRESTLINE LLC
Address: 75 CHURCH STREET
MOUNTAIN BROOK, AL 35213
Telephone: 205-789-7670

Current License No: 010910437

LICENSED PREMISES ADDRESS: 75 CHURCH STREET MOUNTAIN BROOK, AL 35213

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 16th day of SEPTEMBER, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

Anna Newsome

Print Name: ANNA NEWSOME
Title: MANAGER / OWNER

NEW LICENSEE (APPLICANT)

Jennifer Carlson

Print Name: Jennifer Carlson
Title: manager



Kevin B Carlisle



Douglas Spradley

Receipt Confirmation Page

Receipt Confirmation Number: 20220909133146328

Application Payment Confirmation Number: 86539162

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: REAL AND ROSEMARY
Applicant Name: REAL AND ROSEMARY CRESTLINE LLC
Location Address: 75 CHURCH STREET
MOUNTAIN BROOK, AL 35213
Mailing Address: 75 CHURCH STREET
MOUNTAIN BROOK, AL 35213
Contact Person: JENNIFER CARLSON
Contact Home Phone: 205-789-7670
Contact Business Phone: 205-789-7670
Contact Fax:
Contact Cell Phone: 205-789-7670
Contact Email Address:
Contact Web Address:

RESOLUTION NO. 2021-144

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, the audit engagement letter, in the form attached hereto as Exhibit A, with respect to the City's annual independent financial audit.

ADOPTED: This 26th day of September 2022.

Council President

APPROVED: This 26th day of September 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 meeting held on September 26, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

September 14, 2022

To the Mayor and City Council of
City of Mountain Brook, Alabama
56 Church Street
Mountain Brook, AL 35213

We are pleased to confirm our understanding of the services we are to provide for the City of Mountain Brook (the "City") for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Schedule of Changes in the Net Pension Liability and Related Ratios
- 4) Schedule of Employer Contributions – Pension
- 5) Schedule of Changes in OPEB Liability and Related Ratios
- 6) Schedule of Employer Contributions – OPEB
- 7) Schedule of Investment Returns
- 8) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will

provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and individual fund statements and schedules
- 2) Schedule of general fund revenues by source
- 3) Comparative statements for individual funds
- 4) Schedule of expenditures of federal awards
- 5) Notes to Supplementary Information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud.
- Management override of controls.
- Nature of the estimates and judgements used in determining the Net Pension and OPEB liabilities.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the OMB data collection form based on information provided by you. This nonaudit service does not constitute an audit under *Government Auditing Standards* and such service will not be conducted in accordance with *Government Auditing Standards*. We will perform the service in accordance with applicable professional standards. The other services are limited to the preparation of the OMB data collection form and any other nonaudit service that we may provide. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the preparation of the OMB data collection form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the OMB data collection form and that you have reviewed and approved the OMB data collection form prior to its submission and have accepted responsibility for it. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified

including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an

alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION FROM THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including forum non conveniens.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information,

if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason Harpe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$55,000 for the City's audit and \$8,000 for a Single Audit when required under OMB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Mountain Brook. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the

entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Carr, Riggs & Ingram, LLC.

RESPONSE:

This letter correctly sets forth the understanding of the City of Mountain Brook.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 2022-145

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, the engagement letter, in the form attached hereto as Exhibit A, with respect to the retiree medical other post-employment benefit (OPEB) plan.

ADOPTED: This 26th day of September 2022.

Council President

APPROVED: This 26th day of September 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 September 26, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Fontenot Benefits & Actuarial Consulting

www.FBACLLC.com

September 14, 2022

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

Re: Government Accounting Standards Board (GASB)
Statements 75 Calculations on Other Postemployment Benefits (OPEB)

I am writing this engagement letter for providing the necessary actuarial calculations as required by the published GASB 75.

This engagement would involve the following steps:

1. Preparation of a written actuarial valuation report setting forth results of the calculations and the information required by GASB Statement 75.
2. Assist in the development of the required financial statement reports and assumptions required by GASB 75 for two years.
3. Complete an actuarial review of assumptions.

Our annual professional fee for this engagement will be \$3,000 for the GASB 75 valuation and footnotes for September 30, 2022 and 2023.

ACCEPTANCE:

The terms and conditions for this engagement letter correctly state the scope of work to be performed and are accepted by us.

Accepted By:
Title

Date:

Louisiana 448 Julia Street, Suite 301 New Orleans, LA 70130
Alabama One Perimeter Park South, Suite 100N Birmingham, AL 35243
Florida 495 Grand Boulevard, Suite 206 Miramar Beach, FL 32550
Mailing P.O. Box 6765 Metairie, LA 70009 Email ScottF@FBACLLC.com

RESOLUTION NO. 2022-146

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 the Master Contract for Public Safety Services (Surveillance - Governmental), in the form as attached hereto as Exhibit A, between the City and Alabama Power Company with respect to the use of APCO facilities for license plate recognition services.

ADOPTED: This 26th day of September, 2022.

Council President

APPROVED: This 26th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 September 26, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

FLOCK Cameras Agreement 2nd Phase

Jaye Loggins <logginsj@mtnbrook.org>

Mon, Sep 19, 2022 at 3:50 PM

To: Heather Richards <richardsh@mtnbrook.org>

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

Attached is an agreement for the new FLOCK cameras. Last time, it was signed by Mayor Welch and after a resolution was done. I have also attached the previous one as well for reference. Can we get this on next week's agenda for a resolution to enter the agreement and then complete?

Jaye Loggins
Chief of Police
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213

Office Px: 205-802-3855
e-mail: logginsj@mtnbrook.org

2 attachments

 **20200630 Final Agreement.pdf**
6102K

 **20220919 Master Agreement - Flock LPR - City of Mountain Brook - Phase 2.pdf**
177K

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Mountain Brook (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title; Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. **Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of this service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.**

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. **Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC.** Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. **Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function.** Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. **Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.**

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("**Content**") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for twenty-four (24) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "**Initial Term**"). After the **Initial Term**, this Agreement automatically renews for an additional twenty-four (24) months, in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in **Section 17** below) at least thirty (30) days before the desired termination date.

9. Payment.

a. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by the Alabama Public Service Commission (the "**Commission**") at the time of billing. Alabama state law and the rules, regulations, and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations, and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.

b. **Subscription/Communication/Software Costs.** APC reserves the right to apply an annual increase in the Service Cost of up to 3% if needed to reflect increases in costs from subscription, software, and communications providers. These costs represent pass through costs for APC, and APC will not apply more than 3% to the Service Cost regardless of the increased costs from these providers.

c. **Payment and Invoices.** APC will invoice the Customer per the terms stated in the Premises Exhibit. Customer agrees to pay the monthly amount, (subject to increases as described in 9(a) and 9(b) above, and the Exhibits below) by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

d. **Payment Default.** Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees), collect APC costs incurred (including, but not limited to removal costs,

remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of the Services, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "**APC Activity**"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

a. **Customer Provided Equipment.** APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), the Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

c. **Unforeseen Condition.** The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

d. **Use of Right-of-Way.** To the extent that the APC Activities may require the use of the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

e. **Operation During Construction and Installation.** Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized, access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

15. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

16. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

If to Customer:

Attn:
Email:

17. Taxes. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

18. Immigration Law Compliance.

- a. APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act").
- b. APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "Effective Date").

20. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

21. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

22. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Mountain Brook

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company ("APC") and the City of Mountain Brook (the "Customer") agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) ("Agreement") shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the "Premises Exhibit Effective Date").

1. **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
2. **Deliverables:** APC's Services provided to the Customer shall include the following Deliverables:
 - Install and maintain Fourteen (14) Flock Safety License Plate Recognition (LPR) cameras, necessary data subscriptions/fees, 30-day cloud storage and associated equipment
 - Install and maintain Thirteen (13) Flock Safety Solar Panels for power for LPR camera
 - Install and maintain Eight (8) 14' black, metal pole for LPR camera

3. **Payment Schedule:**

Months **	Service Cost	Estimated Regulated Cost *	Monthly Cost *
1-24	\$3,208.38	\$31.00	\$3,239.38

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above. In addition, APC reserves the right to apply an annual increase in the Service Cost of up to 3% to reflect increases in provider costs as described in Section 9(a) and 9(b) above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

4. **Content.** Cloud storage has been selected to store the license plate recognition camera content. The Customer will be able to view content from an internet connected device and web browser.
5. **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other sub vendors:
 - a. **Flock Safety (SaaS Provider)**
6. **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment will result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Mountain Brook

Alabama Power Company

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

RESOLUTION NO. 2022-147

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Jefferson–Blount–St. Clair Mental Health Authority, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 26th day of September 2022.

Council President

APPROVED: This 26th day of September 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 meeting held on September 26, 2022, as same appears in the minutes of record of said meeting.

City Clerk



City of Mountain Brook

Heather Richards <richardsh@mtnbrook.org>

Fwd: FY23 Contract

1 message

Steve Boone <boones@mtnbrook.org>
To: Heather Richards <richardsh@mtnbrook.org>

Tue, Sep 6, 2022 at 1:17 PM

This can be added to the 9/26/2022 agenda. This should be the same form as last year. The contract fee of \$2,100 is included in the 2023 budget. Save Kathy Belcher's contact for future reference.

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

From: **Kathy Belcher** <kbelcher@jbsmha.com>
Date: Tue, Sep 6, 2022 at 10:17 AM
Subject: FY23 Contract
To: Steve Boone <boones@mtnbrook.org>

Good morning,

Attached, please find document; once all the necessary signatures have been obtained, please return to me via this e-mail.

Please confirm receipt of this transmittal...

Thx...
KVTB

—
Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org
<http://mtnbrookcity.blogspot.com/>

 **MTN BROOK FY23.pdf**
1031K

JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY

940 Montclair Road Suite 200 Birmingham, Alabama 35213 www.jbsmha.com
Telephone: (205) 595-4555 Voice Mail: (205) 380-6460 Fax: (205) 592-3539 TDD: 1-800-545-1833 ext. 516

Executive Committee of the Board

Margie Sanford
President

Lois Scott
First Vice-President

Lamar Kelly
Second Vice-President

Donna Burgess
Secretary

J. Marvin Thornton
Treasurer

Jansen Voss
Asst. Secretary / Treasurer

Cathy Irvin
Member-At-Large

Marianne Sharbel
Member-At-Large

Cindy Smith
Member-At-Large

September 06, 2022

Sam Gaston
City Manager
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

Dear Mr. Gaston:

Enclosed please find the FY2023 Contract for Local Funds. As always, we hope that you will be able to provide funding for our mental health services for your area as we look forward to continuing our relationship with you. Please review, sign and send back to my attention. *Please retain a copy for your records.* If you have any questions or comments, you may contact me at 205-443-2211.

Sincerely,

Kathy VT Belcher
Contracts Administrator

Encl.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 10th day of September 2022, by and between the City of Mountain Brook (hereinafter referred to as “City”) and the Jefferson – Blount – St. Clair Mental Health Authority (hereinafter referred to as “Contractor”):

WHEREAS, municipalities in the State of Alabama are authorized to promote the public health, safety, morals, security, prosperity, contentment and the general welfare of the community;

WHEREAS, Jefferson – Blount – St. Clair Mental Health Authority, is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing mental health services to residents of the City of Mountain Brook;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set

out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/100 (\$2,100.⁰⁰) Dollars, for performing the services herein provided for the period beginning October 1, 2022 through September 30, 2023.

2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement for all such monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

- a. Provide relief for residents who are in need of crisis stabilization for uninsured mentally ill persons;
- b. Provide medication and outpatient therapy for mentally ill persons;
- c. Provide housing and treatment for mentally ill persons;
- d. Provide in – home therapy for at – risk youths who are in danger of being removed from their homes;
- e. Provide case management to access housing and other supports to avoid unnecessary admissions to state hospitals;
- f. Provide social work assistance to families; and
- g. Contractor agrees to provide any all personnel, supplies, equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places accounting for the expenditure of funds granted herein.

4. The Contractor shall not transfer or assign this contract or the license or any of the rights

and privileges granted herein without the prior written consent of the City.

5. The Contractor agrees that upon violation of any covenants and agreements herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.

6. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, 3 days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook: City Manager
 City of Mountain Brook
 P.O. Box 130009
 Mountain Brook, AL 35213

To Contractor: Jefferson – Blount – St. Clair Health Authority
 Yvonne Gallman, Associate Director
 940 Montclair Road, Suite 200
 Birmingham, AL 35213

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as party has provided in this paragraph.

No verbal agreement or conversation with any officer, agent, employee, or consultant of the City either before or after execution of this Agreement, will affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation will be considered as unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____

day of _____, 2022.

**CITY OF MOUNTAIN BROOK,
A Municipal Corporation**

BY: _____
Stewart Welch
Mayor, City of Mountain Brook

WITNESSED:

BY: _____

**JEFFERSON – BLOUNT – ST. CLAIR
MENTAL HEALTH AUTHORITY**



BY: Yvonne Gallman
Its Authorized Agent
Print name: Yvonne Gallman
Title: Associate Director

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Edith Ann Craig a notary public in and for said County in said State,
hereby certify that Yvonne Salmon whose name as Authorized Agent of the
JEFFERSON – BLOUNT – ST. CLAIR MENTAL HEALTH AUTHORITY, a nonprofit
corporation, is signed to the foregoing instrument and who is known to me, acknowledged before
me on this day that, being informed of the contents of the instrument, he/she, as such officer and
with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of September, 2022


NOTARY PUBLIC

My Commission Expires

My Commission Expires: February 6, 2025

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK,
ALABAMA, AMENDING THE BUDGET (ORD. NO.) FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2022, and ending September 30, 2023:

	General Operations	Park Board	Library Board	Capital Projects	Other Governmental	All Other
	<u>(100)</u>	<u>(115)</u>	<u>(70X)</u>	<u>(417/428/441)</u>	<u>(5XX/600)</u>	<u>(132/14X/153)</u>
Funds Available:						
Revenues:						
Taxes	\$ 40,043,500	\$ 0	\$ 0	\$ 0	\$ 478,800	\$ 0
Licenses and permits	5,176,980	0	0	0	0	0
Intergovernmental	384,000	141,547	0	0	0	53,450
Charges for services	570,300	147,357	7,000	0	421,500	53,450
Fines and forfeitures	322,000	0	6,000	0	120,200	0
Grants	0	0	17,500	3,462,880	0	0
Investment Earnings	(176,000)	500	0	(719,250)	(3,091)	4,300
Miscellaneous	280,000	3,000	4,000	0	203,000	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	25,000	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	5,463,856	1,716,112	0
Park Board	0	0	0	396,000	0	0
Library Board	0	0	0	132,000	0	0
Other (14X/153)	(53,452)	0	0	0	0	0
E-911	0	0	0	0	0	0
Operating transfers in-component unit	0	0	137,500	0	0	0
Donations	8,020	0	72,400	400,000	0	0
(Surplus) deficit	<u>(105,199)</u>	<u>0</u>	<u>(21,400)</u>	<u>7,825,253</u>	<u>(299,922)</u>	<u>(54,301)</u>
Total Fund Available	\$ 46,450,149	\$ 292,404	\$ 223,000	\$ 16,985,739	\$ 2,636,599	\$ 56,899
Expenditures:						
Legislation and management	\$ 3,056,159	\$ 0	\$ 0	\$ 48,000	\$ 0	\$ 0
Planning, Building & Sustainability	568,144	0	0	3,200	0	0
Intergovernmental	1,164,500	0	0	0	0	0
Unassigned benefits	1,811,200	0	0	0	0	0
Finance	2,076,118	0	0	301,500	379,714	0
Fire	8,817,289	0	0	2,627,832	0	0
Inspection Services	603,828	0	0	0	0	0
Police	8,930,401	0	0	1,128,325	758,403	0
Street and Sanitation	7,555,817	0	0	9,622,032	777,532	0
Parks and Recreation	0	1,431,684	0	2,444,900	0	160,351
Library	0	0	3,913,395	89,000	0	0
Debt service payments	0	0	0	0	720,950	0
Operating transfers-out:						
General Fund	0	0	0	0	0	(53,452)
Capital Projects	5,991,856	0	0	0	0	0
E911	232,775	0	0	0	0	0
Special Revenue	462,387	0	0	0	0	0
Debt Service (Other)	300,000	0	0	720,950	0	0
Other funds (Other)	50,000	0	0	0	0	(50,000)
Park Board	1,139,280	(1,139,280)	0	0	0	0
Library Board	3,690,395	0	(3,690,395)	0	0	0
Total Expenditures	\$ 46,450,149	\$ 292,404	\$ 223,000	\$ 16,985,739	\$ 2,636,599	\$ 56,899

BE IT FURTHER ORDAINED by the City Council of the City of Mountain Brook, Alabama that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the City in the normal course of municipal, public safety, and recreational operations.

ADOPTED: The 26th of September, 2022.

Council President

APPROVED: The 26th of September, 2022.

Mayor

CERTIFICATION

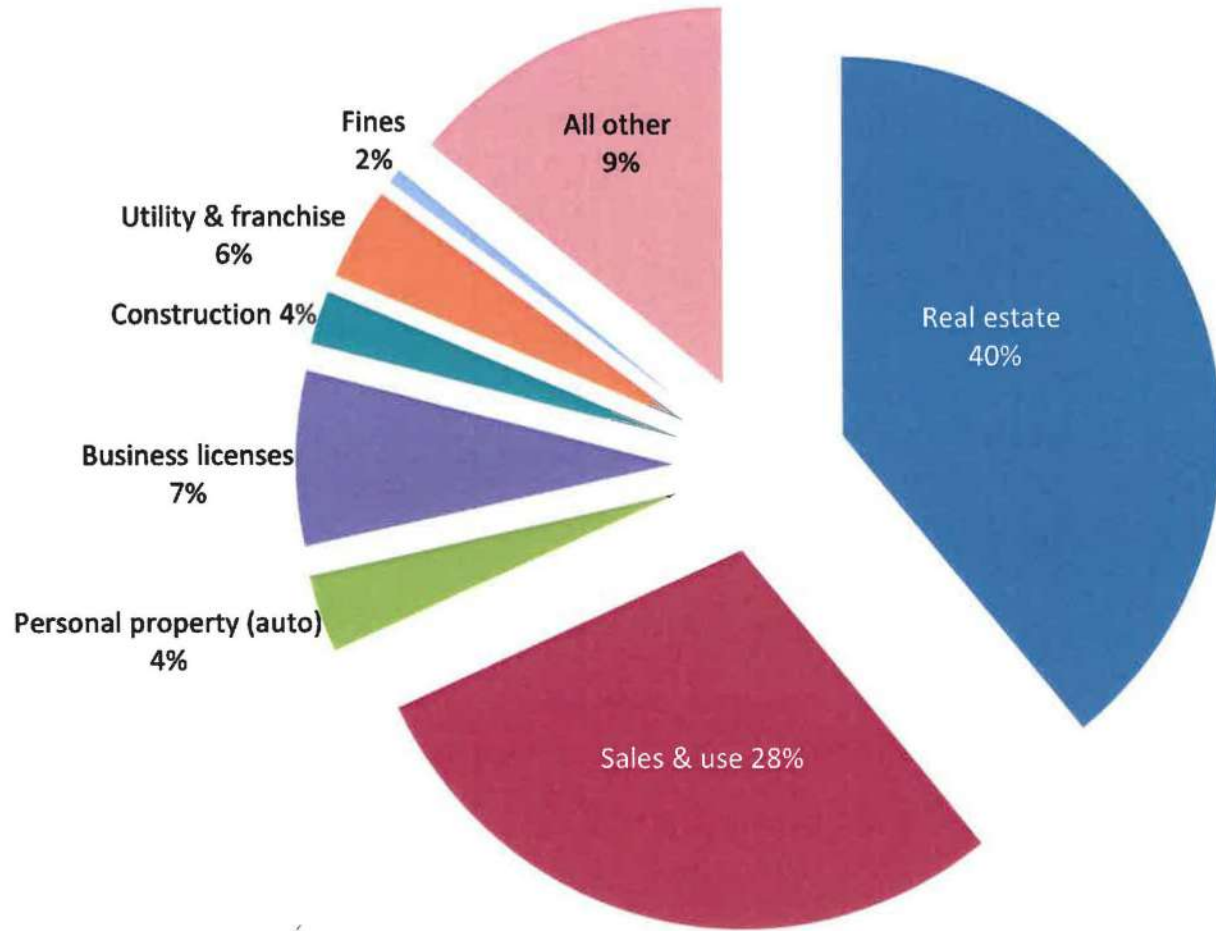
I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook at its meeting held on September 26, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereon on September 27, 2022, at the following public places as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

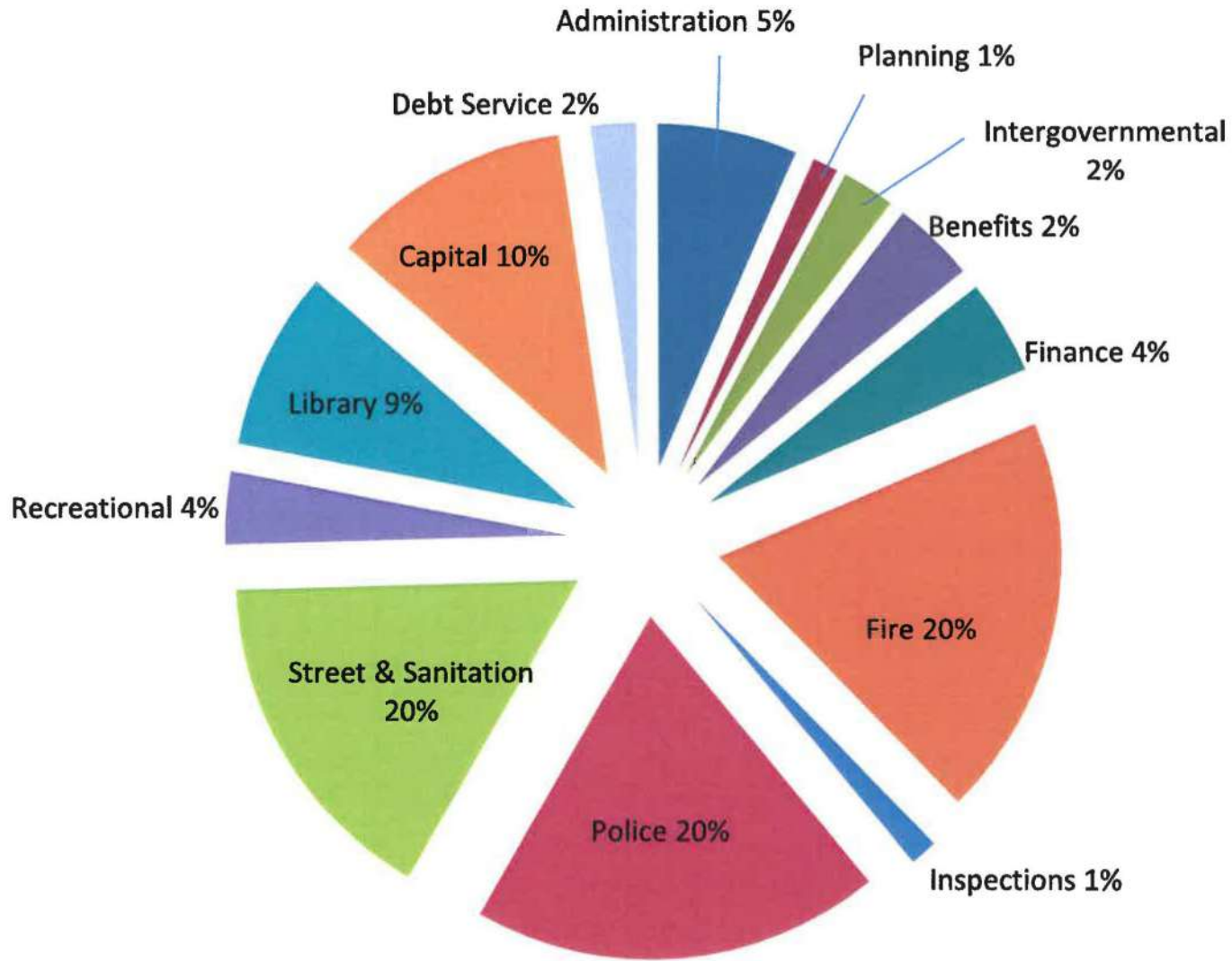
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

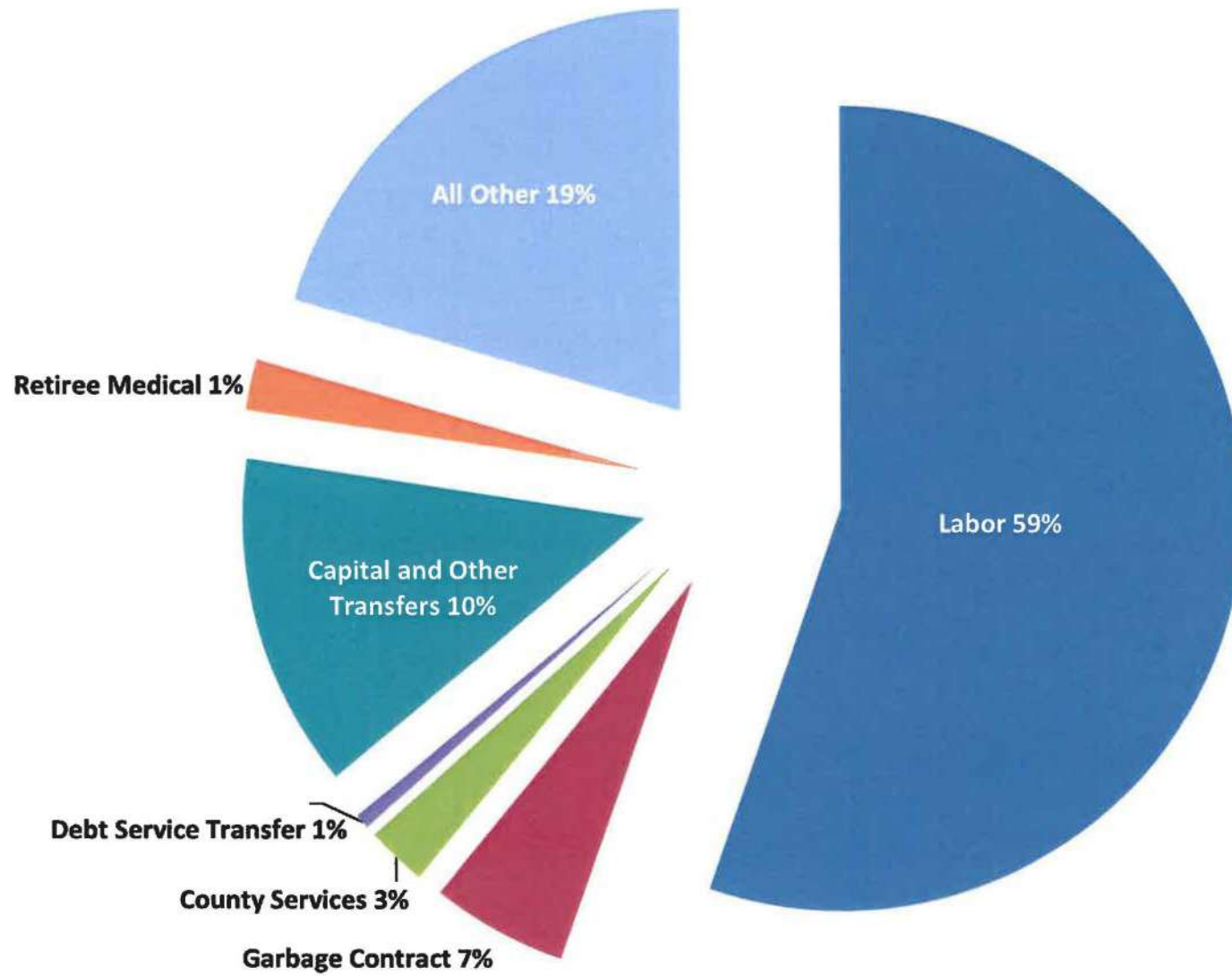
2023 General Fund Revenue Budget



2023 General Fund Expenses by Department



2023 General Fund Expenses by Function



Statement of Budgeted Revenues, Expenditures, and Changes in Fund Balance (Fund Financial Statements)
City of Mountain Brook, Alabama
Year Ended

	2023						
	General	Capital	Debt Service	Other	Total Governmental Funds		
	Fund	Projects		Funds	Budget	Budget	Actual
	1XX, 7XX	4XX	6XX	5XX	2023	2022	2021
Revenues:							
Taxes	\$ 40,043,500	\$ 0	\$ 0	\$ 478,800	\$ 40,522,300	\$ 38,249,068	\$ 37,659,032
Licenses and permits	5,176,980	0	0	0	5,176,980	4,504,370	5,139,061
Intergovernmental	578,997	0	0	0	578,997	1,161,737	920,695
Charges for services	778,107	0	0	421,500	1,199,607	1,178,947	1,163,700
Fines and forfeitures	328,000	0	0	120,200	448,200	552,400	593,215
Grants	17,500	3,462,880	0	0	3,480,380	6,529,172	2,636,757
Investment Earnings	(171,200)	(719,250)	(3,240)	149	(893,541)	(27,149)	34,824
Miscellaneous	287,000	0	0	203,000	490,000	498,500	523,860
Total Revenues	47,038,884	2,743,630	(3,240)	1,223,649	51,002,923	52,647,045	48,671,144
Expenditures:							
General government	8,676,121	352,700	1,200	378,514	9,408,535	8,489,730	8,092,831
Public safety	18,351,518	3,756,157	0	758,403	22,866,078	23,192,354	17,105,541
Street & sanitation	7,555,817	9,622,032	0	777,532	17,955,381	14,553,681	7,783,616
Recreational	1,592,035	2,444,900	0	0	4,036,935	5,302,012	1,315,376
Library	3,913,395	89,000	0	0	4,002,395	3,841,727	2,875,797
Capital Outlay ⁽²⁾	0	0	0	0	0	0	6,341,328
Debt service	0	0	720,950	0	720,950	262,000	209,180
Total Expenditures	40,088,886	16,264,789	722,150	1,914,449	58,990,274	55,641,504	43,723,669
Excess (deficiency) of revenues over expenditures	6,949,998	(13,521,159)	(725,390)	(690,800)	(7,987,351)	(2,994,459)	4,947,475
Other Financing Sources (Uses):							
Proceeds from the issuance of debt	0	0	0	0	0	0	4,000,000
Operating transfers in	0	5,991,856	1,020,950	695,162	7,707,968	9,579,517	10,660,399
Operating transfers (out)	(6,987,018)	(720,950)	0	0	(7,707,968)	(9,579,517)	(10,660,399)
Proceeds from the sales of assets	0	25,000	0	0	25,000	25,000	87,202
Donations-Mountain Brook Library Four	137,500	0	0	0	137,500	112,000	104,434
Donations	80,420	400,000	0	0	480,420	304,400	64,856
Total Other Financing Sources	(6,769,098)	5,695,906	1,020,950	695,162	642,920	441,400	4,256,492
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	180,900	(7,825,253)	295,560	4,362	(7,344,431)	(2,553,059)	9,203,967
Fund balance, beginning of year	18,695,000	29,464,822	3,206,323	961,976	52,328,121	(1) 48,570,187	39,366,220
FUND BALANCES, END OF YEAR	\$ 18,875,900	\$ 21,639,569	\$ 3,501,883	\$ 966,338	\$ 44,983,690	\$ 46,017,128	\$ 48,570,187
	6 mos reserve target \$	20,044,000					

(1) 2023 beginning fund balance calculated using 2022 projected surpluses.

General Operations (Fund 100) Budget Summary
City of Mountain Brook, Alabama
Year Ended

	<u>Actual</u> <u>2021</u>	<u>Budget</u> <u>2022</u>	<u>Projected</u> <u>2022</u>	<u>Budget</u> <u>2023</u>
Revenues	\$ 43,950,035	\$ 43,618,738	\$ 45,869,751	\$ 46,608,800
Expenses and Intrafund Transfers:				
General Government	17,039,363	16,066,229	18,402,448	17,778,666
Legislation & Management	3,317,988	3,244,480	3,278,323	3,562,559
Planning	459,465	563,546	549,188	568,144
Intergovernmental	933,275	1,067,500	1,134,049	1,164,500
Benefits (Unassigned)	1,531,066	1,583,200	1,707,460	1,811,200
Intrafund Transfers-Park Board	1,272,458	1,427,636	1,277,153	1,535,280
Intrafund Transfers-Library Board	3,194,630	3,584,535	3,450,340	3,822,395
Intrafund Transfers-All Other	4,345,484	2,519,808	4,866,951	3,010,470
Finance	1,984,997	2,075,524	2,138,984	2,304,118
Administration	614,399	832,987	884,274	954,230
Revenue	585,520	436,491	449,812	494,329
Accounting	291,487	296,452	299,924	306,486
Network Administration	493,591	509,594	504,974	549,073
Public Safety	18,341,883	19,455,619	18,971,893	20,449,118
Fire	8,511,185	9,165,188	9,071,921	9,657,289
Administration	1,198,870	1,390,564	1,406,126	1,544,100
Training & Safety	193,981	211,969	212,458	225,097
Prevention	294,784	322,504	314,723	347,700
EMS Transportation	457,676	494,862	482,812	525,364
Suppression	6,365,874	6,745,289	6,655,802	7,015,028
Inspections	519,648	556,022	554,023	618,228
Police	9,311,050	9,734,409	9,345,949	10,173,601
Administration	3,062,770	2,839,531	2,542,636	2,835,182
Training	105,981	158,000	145,500	186,875
Patrol	4,526,918	4,812,564	4,932,041	5,230,953
Detectives	953,527	1,230,429	1,049,319	1,196,340
School Resource Officers	661,854	693,885	676,453	724,251
Public Works	7,400,518	7,916,324	8,053,297	8,275,817
Administration	1,301,642	1,417,620	1,410,285	1,638,042
Gargage & Trash Contract	2,847,373	3,053,000	3,050,000	2,600,000
Heavy Construction	1,056,429	1,122,128	1,183,093	1,333,165
Traffic & Right-of-Way	2,028,944	2,113,667	2,185,080	2,475,895
Fleet Maintenance	166,130	209,909	224,839	228,715
Total Expenses and Transfers	<u>42,781,764</u>	<u>43,438,172</u>	<u>45,427,638</u>	<u>46,503,601</u>
Surplus (Deficit)	\$ <u>1,168,271</u>	\$ <u>180,566</u>	\$ <u>442,113</u>	\$ <u>105,199</u>

Schedule of Historical General Fund Revenues by Source
City of Mountain Brook, Alabama
Year Ended September 30,

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Budget</u> <u>2022</u>	<u>2023</u>
Taxes								Audited	Budget	Projected	Budget
Real property	\$ 13,867,794	\$ 13,994,315	\$ 14,443,548	\$ 15,155,623	\$ 15,570,510	\$ 16,179,118	\$ 16,776,932	\$ 17,609,603	\$ 18,150,000	\$ 17,857,000	\$ 18,393,000
Sales and use	9,808,223	10,158,557	10,285,530	10,656,090	10,703,490	11,041,853	10,612,050	12,427,680	12,497,763	13,732,000	13,664,000
Utility	1,288,163	1,325,088	1,283,444	1,253,385	1,266,010	1,362,195	1,410,584	1,268,828	1,287,900	1,344,600	1,371,500
Personal property	1,217,199	1,306,732	1,392,583	1,382,497	1,286,922	1,269,323	1,329,488	1,433,142	1,434,000	1,563,000	1,579,000
Road and bridge	550,686	596,475	604,774	627,182	646,115	671,896	700,189	738,707	720,000	783,000	806,000
Other	1,127,178	1,238,322	1,506,051	1,810,442	2,069,420	2,615,515	3,072,941	3,609,679	3,680,605	4,148,492	4,230,000
Total taxes	27,859,243	28,619,489	29,515,930	30,885,219	31,542,467	33,139,900	33,902,184	37,087,639	37,770,268	39,428,092	40,043,500
Licenses and permits											
Business	2,531,307	2,679,512	2,815,615	3,046,371	2,991,535	2,995,790	2,859,211	2,809,295	2,766,000	3,335,900	3,503,000
Construction permits	1,347,583	1,143,394	1,119,259	1,076,879	1,160,304	1,501,218	1,162,500	1,695,728	1,070,000	1,347,000	1,078,000
Cable TV franchise fees	389,500	423,068	432,600	412,824	396,782	392,537	357,263	311,696	342,000	306,000	303,000
Waterworks Board	192,875	215,518	208,099	254,138	219,051	237,503	259,856	257,268	261,100	221,100	224,500
Other	65,154	63,674	65,373	65,909	66,127	69,850	62,456	65,073	65,270	68,480	68,480
Total licenses and permits	4,526,419	4,525,166	4,640,946	4,856,121	4,833,799	5,196,898	4,701,286	5,139,060	4,504,370	5,278,480	5,176,980
Intergovernmental	85,443	92,199	92,199	185,943	189,926	160,291	478,274	920,694	561,737	512,278	578,997
Charges for services											
Garbage fees	34,086	33,890	29,175	30,977	29,948	32,395	28,883	31,190	30,500	31,700	31,700
Other	730,347	695,790	688,534	678,795	628,736	735,008	633,726	675,429	680,147	747,235	746,407
Total charges for services	764,433	729,680	717,709	709,772	658,684	767,403	662,609	706,619	710,647	778,935	778,107
Fines and forfeitures - court	577,844	643,492	575,406	586,293	514,978	461,595	348,810	429,909	386,000	323,259	328,000
Grants	100,187	53,653	18,438	111,679	29,486	96,880	919,163	1,733,006	3,405,692	3,344,292	17,500
Other operating revenue											
Investment earnings	69,522	150,668	170,543	109,328	183,834	575,961	402,465	32,813	(291,300)	(421,078)	(171,200)
Other	311,374	296,044	316,717	269,692	363,255	294,378	279,000	313,827	295,500	292,085	287,000
Total other operating revenue	380,896	446,712	487,260	379,020	547,089	870,339	681,465	346,640	4,200	(128,993)	115,800
Total Revenues	\$ 34,294,465	\$ 35,110,391	\$ 36,047,888	\$ 37,714,047	\$ 38,316,429	\$ 40,693,306	\$ 41,693,791	\$ 46,363,567	\$ 47,342,914	\$ 49,536,343	\$ 47,038,884

**Combining Statement of Budgeted Capital Project Funds Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended**

	2023 Budget			
	Capital Projects Total	Infrastructure Projects 417	Grant Funded 428	Capital 441
Revenues:				
Taxes	\$ 0	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0
Intergovernmental	0	0	0	0
Charges for services	0	0	0	0
Fines and forfeitures	0	0	0	0
Grants	3,462,880	0	3,450,000	12,880
Investment Earnings	(719,250)	25,000	500	(744,750)
Miscellaneous	0	0	0	0
Total Revenues	2,743,630	25,000	3,450,500	(731,870)
Expenditures:				
General government	352,700	0	0	352,700
Public safety	3,756,157	0	0	3,756,157
Street & sanitation	9,622,032	4,225,106	3,810,000	1,586,926
Recreational	2,444,900	2,158,000	0	286,900
Library	89,000	0	0	89,000
Debt service	0	0	0	0
Total Expenditures	16,264,789	6,383,106	3,810,000	6,071,683
Excess (deficiency) of revenues over expenditures	(13,521,159)	(6,358,106)	(359,500)	(6,803,553)
Other Financing Sources (Uses):				
Proceeds from the issuance of debt	0	0	0	0
Operating transfers in	5,991,856	1,073,556	359,500	4,558,800
Operating transfers (out)	(720,950)	(720,950)	0	0
Operating transfers in-component unit	0	0	0	0
Proceeds from the sale of assets	25,000	0	0	25,000
Donations	400,000	400,000	0	0
Total Other Financing Sources	5,695,906	752,606	359,500	4,583,800
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	(7,825,253)	(5,605,500)	0	(2,219,753)
Fund balance, beginning of year	29,464,822	12,286,583	1,860,142	15,318,097
FUND BALANCES, END OF YEAR	\$ 21,639,569	\$ 6,681,083	\$ 1,860,142	\$ 13,098,344

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**Combining Statement of Budgeted Other Governmental Funds Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended**

	2023 Budget								
	Other Governmental Funds Total	10¢	Gasoline Tax Funds				E-911 District	Corrections Fund	Debt Service
	510	521	522	523	524	531	554	600	
Revenues:									
Taxes	\$ 478,800	\$ 102,400	\$ 58,900	\$ 192,600	\$ 120,700	\$ 4,200	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0	0	0
Charges for services	421,500	0	0	0	0	0	381,500	40,000	0
Fines and forfeitures	120,200	0	0	0	0	0	1,600	118,600	0
Grants	0	0	0	0	0	0	0	0	0
Investment Earnings	149	60	4	20	9	1	25	30	(3,240)
Miscellaneous	203,000	0	0	203,000	0	0	0	0	0
Total Revenues	1,223,649	102,460	58,904	395,620	120,709	4,201	383,125	158,630	(3,240)
		13%	8%	63%	15%	1%			
Expenditures:									
General government	378,514	0	0	0	0	0	0	378,514	1,200
Public safety	758,403	0	0	0	0	0	615,900	142,503	0
Street & sanitation	777,532	58,000	59,672	510,340	145,140	4,380	0	0	0
Recreational	0	0	0	0	0	0	0	0	0
Library	0	0	0	0	0	0	0	0	0
Debt service	0	0	0	0	0	0	0	0	720,950
Total Expenditures	1,914,449	58,000	59,672	510,340	145,140	4,380	615,900	521,017	722,150
Excess (deficiency) of revenues over expenditures	(690,800)	44,460	(768)	(114,720)	(24,431)	(179)	(232,775)	(362,387)	(725,390)
Other Financing Sources (Uses):									
Proceeds from the issuance of debt	0	0	0	0	0	0	0	0	0
Operating transfers in	695,162	0	0	100,000	0	0	232,775	362,387	1,020,950
Operating transfers (out)	0	0	0	0	0	0	0	0	0
Operating transfers in-component unit	0	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0	0
Total Other Financing Sources	695,162	0	0	100,000	0	0	232,775	362,387	1,020,950
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	4,362	44,460	(768)	(14,720)	(24,431)	(179)	0	0	295,560
Fund balance, beginning of year	961,976	124,486	(83,185)	416,556	44,752	7,919	451,448	0	3,206,323
		33%	-16%	78%	4%	2%			
FUND BALANCES, END OF YEAR	\$ 966,338	\$ 168,946	\$ (83,953)	\$ 401,836	\$ 20,321	\$ 7,740	\$ 451,448	\$ 0	\$ 3,501,883

**Statement of Changes in Fiduciary Net Position
Other Post-Employment Benefits Trust Fund
Year Ended September 30**

	<u>Actual 2021</u>	<u>Budget 2022</u>	<u>Projected 2022</u>	<u>Budget 2023</u>
ADDITIONS				
Contributions				
215-3408-4810 Employer	\$ 792,658	\$ 825,000	\$ 921,000	\$ 976,000
215-3407-4231 Plan members	188,303	140,000	133,000	140,000
215-3407-4400 Investment earnings	587,508	20,000	200,000	200,000
TOTAL ADDITIONS	1,568,469	985,000	1,254,000	1,316,000
DEDUCTIONS				
Benefits				
215-1115-6130	677,961	763,000	788,000	864,000
215-1100-6*** Administrative expense	24,990	5,000	5,000	5,000
TOTAL DEDUCTIONS	702,951	768,000	793,000	869,000
NET INCREASE	865,518	217,000	461,000	447,000
Net position held in trust for other post-employment benefits, beginning of year	3,671,202	4,536,720	4,536,720	4,997,720
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS, END OF YEAR	\$ 4,536,720	\$ 4,753,720	\$ 4,997,720	\$ 5,444,720

Note:

Effective October 1, 2006, GASB 45 required local governments to account for their other post-employment benefit plans (OPEB) similar to its method of accounting for its defined benefit pension plans. The City's OPEB plan includes retiree medical insurance. On July 27, 2009, the City Council authorized the creation of an Internal Revenue Code Section 115 trust (Resolution No. 09-101) and began depositing funds into the trust to offset its obligation for retiree medical benefits. Following is a summary of the City's deposits into the Sec. 115 trust since its creation, and trust balances, actuarial accrued liability (AAL) and unfunded actuarial accrued liability (UAAL) as of September 30 :

	September 30						Funded
	Trust Deposit	Net Premiums	Total Expense	Trust Balance	AAL	UAAL	%
2022 Budgeted	\$ 300,000	\$ 676,000	\$ 976,000	\$ 5,444,720	\$ (6,263,000)	\$ (818,280)	86.9%
2021 Projected	300,000	354,303	921,000	4,997,720	(6,324,000)	(2,904,202)	53.6%
2020	200,000	407,708	607,708	4,536,720	(6,321,764)	(1,785,044)	71.8%
2019	300,000	354,303	654,303	3,352,445	(6,256,647)	(2,904,202)	53.6%
2018	300,000	348,392	648,392	2,886,328	(5,824,487)	(2,938,159)	49.6%
2017	300,000	332,140	632,140	2,598,720	(5,173,695)	(2,574,975)	50.2%
2016	300,000	311,433	611,433	2,301,227	(4,392,295)	(2,091,068)	52.4%
2015	300,000	358,063	658,063	1,900,232	(3,865,805)	(1,965,573)	49.2%
2014	300,000	359,756	659,756	1,571,336	(3,992,253)	(2,420,917)	39.4%
2013	320,000	350,923	670,923	1,260,448	(3,560,421)	(2,299,973)	35.4%
2012	300,000	354,828	654,828	925,335	(3,155,271)	(2,229,936)	29.3%
2011	200,000	364,016	564,016	613,573	(3,249,729)	(2,636,156)	18.9%
2010	200,000	322,671	522,671	403,024	(3,473,472)	(3,070,448)	11.6%
2009	180,000	35,118	215,118	196,320	(2,859,543)	(2,663,223)	6.9%
	<u>\$ 3,800,000</u>	<u>\$ 4,929,654</u>	<u>\$ 8,996,351</u>				

ORDINANCE NO. 2131

**AN ORDINANCE TO INCREASE THE SALARY OF THE
CITY MANAGER OF THE CITY OF MOUNTAIN BROOK, ALABAMA**

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

Section 1. Effective October 11, 2022, the salary of the City Manager of the City of Mountain Brook shall be increased to seven thousand four hundred thirteen dollars and 23/100 dollars (\$7,413.23) bi-weekly.

Section 2. The Mayor is hereby authorized to execute an [amended] employment agreement to reflect the revised base salary described in Section 1 above, in the form as attached hereto as Exhibit A, between the City and City Manager.

Section 3. All ordinances and resolutions concerning the salary and employment agreement of the City Manager which have been adopted previously are hereby repealed.

Section 4. This ordinance shall become effective when published by posting the same as required by law.

ADOPTED: The 26th day of September, 2022.

Council President

APPROVED: The 26th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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, as its meeting held on September 26, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on September 27, 2022, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made by and between SAM GASTON ("Gaston") and the CITY OF MOUNTAIN BROOK, ALABAMA ("City").

WHEREAS, Gaston has satisfactorily served as City Manager for the City since June 1993; and

WHEREAS, Gaston and the City have agreed that the terms and conditions of Gaston's continued employment should be memorialized and set forth in a formal contract of employment in order to promote clarity and avoid misunderstanding;

PREMISES CONSIDERED, Gaston and the City agree to the following terms and conditions:

1. Appointment as City Manager; Duties. Gaston shall serve as City Manager of the City of Mountain Brook, Alabama, and, in such capacity, shall perform such tasks and duties as may be prescribed and/or directed by the governing body or by applicable ordinance or statute. Gaston shall devote all of his productive time, ability and attention to the business of the City during the term of his appointment and shall not engage in any other employment or pursuit that would conflict or interfere with his duties and responsibilities as City Manager, without Council approval.
2. Term of Appointment. The term of Gaston's appointment shall be as provided by law.
3. Cancellation; Notice. Gaston's appointment and the City's obligations hereunder may be terminated by (i) operation of law; (ii) termination thereof by the governing body without cause during his term of appointment; (iii) termination thereof by the governing body for cause during his term of appointment; and (iv) Gaston's voluntary resignation.

The City may at its option terminate Gaston's appointment at any time for cause. For purposes of this Agreement, termination "for cause" shall include, but not be limited to, viz: (i) any act of theft, embezzlement, immoral conduct, sexual harassment, use of illicit drugs, or intoxication while acting as an employee of the City; (ii) the conviction for any crime involving moral turpitude; (iii) the willful neglect by Gaston of his duties hereunder; or (iv) the continued breach of any material term or condition of this Agreement by Gaston after written notice. Upon any such termination by the City for cause, Gaston shall only be entitled to the compensation and benefits provided in this Agreement (including accrued but unused vacation and sick leave) computed on a prorated basis up to and including the date of such termination, and shall be entitled to no further compensation subsequent to said date except as may be required by law. Any termination for cause by the City shall not prejudice its rights to seek any other redress or remedy to which it may be entitled under the law.

The City may also, at its option, terminate this Agreement at any time without cause. In the event of any termination by the City of this Agreement without cause prior to the expiration of Gaston's term as provided by law, the City shall be fully obligated to pay to Gaston his full salary and fringe benefits, including but not limited to any accrued but unused vacation and sick leave, only for the four (4) month period immediately following said date of termination. In exchange for said payments by the City, Gaston agrees to make himself available to provide consulting services to the City as may be reasonably requested during said four (4) month period.

Gaston shall provide the City at least sixty (60) days' advance written notice of his resignation. Upon termination of his employment, Gaston shall be paid for any accrued but unused sick leave and/or unused vacation days in accordance with generally applicable city policy.

4. Compensation and Benefits; Evaluation. Gaston shall receive as base compensation the sum of one hundred ninety-two thousand seven hundred forty-three and 98/100 dollars (\$192,743.98) per annum, which shall be paid in regular increments according to the payroll system and schedule then in effect for the City. Gaston shall also receive and be eligible for the same across-the-board raises and fringe benefits (including but not limited to health, dental, disability, and life insurance, longevity pay, vacation, and sick leave) as are accorded or made available to city employees generally; provided, however, that nothing herein shall be construed to confer merit or civil service status on Gaston. Gaston's job performance shall be evaluated periodically at the discretion of the City Council. Upon receipt of a satisfactory performance evaluation, Gaston shall be entitled to such increase in basic compensation for the duration of the term of his appointment as the governing body may deem appropriate.

In addition to the foregoing, and in keeping with past practice, the City shall furnish to Gaston an automobile that may be used by Gaston for city-related functions, activities, and purposes, and for transportation between work location(s) and his personal residence. The City shall pay or provide for all gasoline, oil, maintenance, and insurance expenses associated with operation of the automobile. The City shall also pay for or reimburse Gaston for all actual and reasonable out-of-pocket expenses, dues, or fees incurred by Gaston in performing or attending city-related functions and activities, including but not limited to membership in and attendance at annual or semi-annual conferences sponsored by the ACCMA, the APA, and the ICMA.

5. Notice. All notices, consents, requests, approvals, and other communications provided for herein shall be validly given, made, or served if in writing and delivered personally or sent by registered or certified mail, postage prepaid, as follows, viz:

TO GASTON:	Sam S. Gaston 5312 Mountain Park Circle Indian Springs, AL 35124
TO CITY:	City of Mountain Brook c/o The Mayor P. O. Box 130009 Mountain Brook, AL 35213-0009

6. Modification. This Agreement cannot be changed, modified, or amended in any respect except by a written instrument signed by both parties.

7. Entire Agreement. This Agreement supersedes all other agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements, as all prior agreements are hereby merged into this Agreement.

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

9. Controlling Law. In the event of a conflict between the terms of this Agreement and applicable state or federal law, said law(s) shall control, and this Agreement shall be construed with reference to and in accordance with applicable law.

10. Effective Date. This Agreement shall be effective upon approval of an ordinance adopting or ratifying same.

DATED this 26th day of September, 2022.

CITY MANAGER

CITY OF MOUNTAIN BROOK

Sam Gaston

By:

Stewart Welch III, Mayor

ORDINANCE NO. 2132

AN ORDINANCE AMENDING SEC. 26-207(3) AND SEC. 14-1 OF THE CITY CODE WITH RESPECT TO BUSINESS LICENSE ISSUE FEES IN THE CITY

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

Section 1. Sec. 26-207(3) of the City Code, “**License term; minimums**”, is hereby amended as follows:

(3) “*Issue fee.* For each license issued there shall be an issue fee collected as set forth in Chapter 14 and said issue fee shall be collected in the same manner as the license tax.”

Section 2. Sec. 14-1 of the City Code, “**Fees**”, is hereby amended to include the following under Chapter 26:

“26-207(3) Business license tax issue fee \$14.00”

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 26th day of September, 2022.

Council President

APPROVED: This 26th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 this 26th day of September, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on September 27, 2021, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk



Heather Richards <richardsh@mtnbrook.org>

RFW

Jack Bankston <bankstonj@mtnbrook.org>

Tue, Sep 13, 2022 at 8:37 AM

To: Ernie Aschermann <ernie@emgovpower.com>, Bill Apodaca <bill@emgovpower.com>

Cc: Steve Boone <boones@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

RFW

The interest rate formula for sales tax needs to be changed effective Oct 1.

I have attached the formula that is to be used.

Jack L Bankston
Senior Revenue Examiner
City of Mountain Brook
205-802-3808 Direct line
bankstonj@mtnbrook.org



Sales tax interest rate.docx

15K

Interest Rates by Calendar Quarter

(As Established by 26 USCA 6621, According to Section 40-1-44, Code of Alabama 1975)

1st Qtr 2nd Qtr 3rd Qtr 4th Qtr

2022	4%	4%	5%	6%
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(Formula example: $6\% \div 365 =$ daily rate x No. of days late x tax = interest due)