

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JULY 10, 2023, 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 07102023).

1. Jim Crego with Jefferson Blount St. Clair Mental Health Authority to address the elected officials concerning its FY2024 budget request.
2. Approval of the minutes of the June 26, 2023, regular meeting of the City Council.
3. Consideration: Resolution ratifying the purchase agreement with International Fire Protection for the repair and upgrade of the Library sprinkler system.
4. Consideration: Resolution authorizing the 2nd amendment to the facility use agreement with the Mountain Brook Athletics, Inc.
5. Consideration: Resolution authorizing the execution of a cost sharing agreement with Birmingham with respect to the Lane Park Road paving project.
6. Consideration: Resolution recommending to the ABC Board the issuance of a 140- Special Events Retail license to TRO Inc. (Trade name Otey's Fest) for its special event to be held July 15th, 2023.
7. Consideration: Resolution accepting the Public Safety Salary Implementation Plan.
8. Consideration: 2nd reading of the amendments to the Storm Water Detention Ordinance.
9. Comments from residents and attendees.
10. Announcement: The next regular meeting of the City Council is July 24, 2023 at 7:00 p.m.
11. Adjourn.

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

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 26th day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference-1 virtual attendee). Council President Smith called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

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

Lindsay Gardner- Library Director

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

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

Mark Simpson-Schoel Engineering

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

Billy Pritchard-Council President Pro Tempore

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

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

Graham Smith-Council Member

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

Virginia Smith-Council President

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

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

Jaye Loggings-Police Chief

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

Lloyd Shelton-Council Member

- Inquired as to what funds are available

Steve Boone-Finance Director

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

Jaye Loggings

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

Virginia Smith-Council President

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

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

Whit Colvin-City Attorney

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

Virginia Smith-Council President

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

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

Dana Hazen-Director of Planning, Building, and Sustainability

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

John Placey-3045 Cambridge Road

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

Virginia Smith-Council President

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

7. Board of Landscape Design Appointments (3)

Dana Hazen-Director of Planning, Building, and Sustainability

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

Virginia Smith-Council President

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

8. Request to open a retirement window for eligible employees

Steve Boone-Finance Director

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

Virginia Smith-Council President

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

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

2. EXECUTIVE SESSION

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

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

Nays: None

3. ADJOURNMENT

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

4. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on June 26, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council July 10, 2023

MINUTES OF THE REGULAR MEETING OF THE

**CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 26, 2023**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 26th day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: None

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

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

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

David Silverstein-County Commission Candidate

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

2. INTRODUCTION OF SPECIAL GUEST-BOY SCOUT

Russell Chambliss with troop 53

- Working on Communication Merit Badge

3. MOUNTAIN BROOK SRO PROCLAMATION

Stewart Welch-Mayor

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

Jaye Loggings-Police Chief

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

Lloyd Shelton-Council Member

- Inquired as to the program geared towards special needs citizens

Jaye Loggings

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

4. PRESENTATION: CITIZEN SURVEYS RESULTS

Jason Morado-ETC Institute

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

5. CONSENT AGENDA

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

Approval of the minutes of the June 12, 2023, regular meeting of the City Council

2023-095 SRO Proclamation

Exhibit 1

2023-096	Accept the additional services proposal with Gresham Smith for the Bridge replacement on Old Brook Trail bridge project	Exhibit 3, Appendix 2
2023-097	Authorize the installation of on (1) standard open bottom street light in the vicinity of 32-33 Country Club Boulevard	Exhibit 4, Appendix 3
2023-098	Authorize the last two (2) parking spaces on the Northern side of Montevallo Road leaving the city limits of Mountain Brook at/near Hollywood Boulevard as “Compact Car”	Exhibit 5, Appendix 4
2023-099	Ratify change order No. 1 for the Cherry Street, Euclid Avenue, Lorena Lane and Fairmont Drive drainage improvement project (B-20230109-838)	Exhibit 6, Appendix 5
2023-100	Authorize the creation of one (1) Police Officer position for the Police Department for the purpose of back-filling positions to be assigned as School Resource Officers (SRO) for the Mountain Brook Board of Education	Exhibit 7, Appendix 6
2023-101	Accept the proposal submitted by Cotton State Media LLC (DBA Focus Creative Birmingham) and execute a social media and communications contract with Focus Creative Birmingham	Exhibit 8, Appendix 7
2023-102	Authorize the purchase of one (1) TruNarc Analyzer and two (2) cameras with accessories to be used by the Police Department using the Opioid Settlement Fund	Exhibit 9, Appendix 8
2023-103	Authorize the execution of a license agreement between the city and Canterbury United Methodist Church (CUMC)	Exhibit 10, Appendix 9
2023-104	Re-appoint Brooks Sanders to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 11, Appendix 10
2023-105	Re-appoint David Lyles to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 12, Appendix 11
2023-106	Re-appoint Andrew Hicks to the Board of Landscape Design, to serve without compensation, with the term of office to end June 26, 2026	Exhibit 13, Appendix 12
2023-107	Offer to eligible City employees continuing health insurance benefits (Retirement Window for City employees)	Exhibit 14, Appendix 13

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-096 through 2023-107), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Garner. The minutes, proclamation, and resolutions were then considered by the City Council. Council President Pro Tempore seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith

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

Nays: None

Abstained: None

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

6. 2ND READING OF THE AMENDMENTS TO THE STORM WATER DETENTION ORDINANCE

Virginia Smith-Council President

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

7. CONSIDERATION: ORDINANCE NO. 2144 AMENDING SECTION 50-113 OF THE MOUNTAIN BROOK CITY CODE (PARKING OF OVERSIZED VEHICLES-COMPACT CAR) (EXHIBIT 15, APPENDIX 14)

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

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

Nays: None

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

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

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

Nays: None

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

8. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

9. ANNOUNCEMENT

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

10. ADJOURNMENT

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

11. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on June 26, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council July 10, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-095

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

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

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

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

RESOLUTION NO. 2023-108

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

ADOPTED: This 10th day of July, 2023.

Council President

APPROVED: This 10th day of July, 2023.

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 July 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

**PURCHASE AGREEMENT
CITY OF MOUNTAIN BROOK (“BUYER”)**

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

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

1. **ACCEPTANCE.** This Purchase Order may be accepted by (i) Seller beginning to perform the services set forth on the face of this Purchase Order, or (ii) the delivery of the goods ordered on the face of this Purchase Order, or (iii) Seller’s commencement of work which is the subject to this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the front and back hereof. Any proposal for additional or different terms or any attempt by Seller in Seller’s acceptance to vary, to any degree, any of the terms of this offer is hereby objected to and rejected. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to acceptance of the express terms contained herein. Any additional or different terms, including terms contained in a prior quote or bid from the Seller, or any attempt by Seller to alter, amend, or change the terms of this Purchase Order shall be deemed material and are objected to and rejected.

2. **DELIVERY/PERFORMANCE.** Time is of the essence in the delivery of goods, in the performance of services, and in any other performance required of Seller hereunder. Unless otherwise set forth on the front of this Purchase Order, goods shall be shipped F.O.B. to Buyer’s facility.

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

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

5. **WARRANTIES.** Seller represents and warrants that all goods and/or services will conform to all written proposals and descriptions as well as to any drawings or specifications furnished by Buyer or furnished by Seller and approved by Buyer. Seller further represents and warrants (i) that title to all goods sold and services supplied shall be unencumbered; (ii) that all goods shall be merchantable and fit for their intended purposes and shall be new, not refurbished or reconditioned, and of a good quality, free from defects in workmanship, material and design and (iii) that all services shall be free from defects in workmanship and shall be rendered in a good and workmanlike manner by skilled personnel qualified in their respective trades. All costs in connection with defective or nonconforming goods,

services, or related items, including, without limitation, cost to transport from Buyer to Seller and return shipment to Buyer, will be borne by Seller. If Seller fails to repair or replace the nonconforming goods, services or related items within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods, services, or related items at Seller's expense. These warranties shall not be deemed waived by either Buyer's receipt or acceptance of, nor payment for, the goods and/or services delivered hereunder. Such remedy for warranty defect is in addition to all other remedies at law or equity.

6. INVOICES/AUDIT. Buyer shall have no obligation to pay for any item until a proper invoice for the item is received. Seller may not send its invoice to Buyer until delivery of the applicable goods or completion of the applicable services. Unless otherwise agreed by the parties in writing, payment terms are net forty-five (45) days from receipt of proper invoice or receipt of products and completed services, whichever occur later.

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

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

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

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

11. **GENERAL.** Seller shall not assign or transfer this purchase Order to subcontract this Purchase Order without the prior written consent of Buyer, which consent shall not be unreasonably withheld. This Purchase Order shall not be amended, altered, or modified except by a single instrument signed by representatives of Seller and Buyer, which instrument must expressly state that it undertakes to amend, alter, or modify this Purchase Order. Except as otherwise specifically set forth herein, this Purchase Order is the entire agreement between the parties about the goods and/or services described herein and there are no other written or oral agreements that cover the subject matter of this Purchase Order. All remedies of Buyer are cumulative, and any remedies stated in this Purchase Order are in addition to and do not exclude any remedies allowed by law. No waiver of any default by either party shall act as a waiver of a subsequent or different default. In interpreting this Purchase Order, no presumption or inference shall be deemed to arise for or against either party due to the preparation of this document. This Purchase Order shall be governed by the laws of the State of Alabama, without regard to its conflicts or laws principles. The parties agree that for any dispute arising under or relating to this Purchase Order exclusive jurisdiction and venue shall be in the state courts in the Jefferson County, Alabama, and the Federal District Court for the Northern District of Alabama. Any provisions of this Purchase Order found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Purchase Order.

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

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

CITY OF MOUNTAIN BROOK (“BUYER”)

By: Steven Boone

Printed Name: Steven Boone

Title: Assistant City Manager/Finance Director

Date: June 27, 2023

INTERNATIONAL FIRE PROTECTION, INC. (“SELLER”)

By: Kim M. Gray

Printed Name: Kim M Gray

Title: Corporate Risk and Safety Director

Date: June 27, 2023



June 15, 2023

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

Re: 5 year and Repair

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

Scope of Work:

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

Total: \$ 4,745.00

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

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

Excluded:

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

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

Special Conditions:

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



INTERNATIONAL
FIRE PROTECTION INC.

POWERED BY *API Group*

EXHIBIT B

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

ONEAL LIBRARY

June 13, 2023

FIRE ALARM REPLACEMENT



**FIRE ALARM
ADDRESSABLE UPGRADE**

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

SCOPE OF WORK:

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

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

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

EXCLUDED:

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

INSPECTION AND ACCEPTANCE:

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

Bid Documents & notes:

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

SPECIAL CONDITIONS:

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

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

Escalation Clause Notice:

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

Proposed Price:
(\$40,630.00)

PAYMENT TERMS:

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

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

Accepted by: _____
(Print Name)

Signature: _____

Title: _____

Date: _____

Sincerely,

Jared Devine

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

RESOLUTION NO. 2023-109

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

ADOPTED: This 10th day of July, 2023.

Council President

APPROVED: This 10th day of July, 2023.

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 July 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

SECOND AMENDMENT TO FACILITY USE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOUNTAIN BROOK ATHLETICS, INC.

By: [Signature]
Its President

ATTEST:

[Signature]

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Stewart H. Welch, III
Mayor

ATTEST:

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

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



[Signature]
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand and official seal, this the ____ day of _____, 2023.

Notary Public

RESOLUTION NO. 2023-110

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Agreement for Cost Sharing between the City of Mountain Brook and City of Birmingham, in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to the Lane Park Road paving project.

ADOPTED: This 10th day of July, 2023.

Council President

APPROVED: This 10th day of July, 2023.

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 July 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR COST SHARING

Lane Park Road Paving Project

The **CITY OF BIRMINGHAM, ALABAMA** (“Birmingham”), a municipal corporation and the **CITY OF MOUNTAIN BROOK, ALABAMA** (“Mountain Brook”), a municipal corporation, enter into this **AGREEMENT FOR COST SHARING** (“Agreement”) as of the 26th day of June, 2023. Mountain Brook and Birmingham individually may be referred to herein as a “Party” and collectively as “Parties.”

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

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

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

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

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

WHEREAS, pursuant to the Intergovernmental Agreement Laws, the Parties desire to work cooperatively with respect to the Project through an arrangement under which Mountain Brook will undertake and administer the Project, which will consist of milling and resurfacing Lane Park Road by milling the top one and ½ inches of pavement, overlaying new pavement consisting of one and ½ inches of asphalt seal wearing surface, restriping the road using striping patterns that are in place currently and providing ADA curb ramps, if required; and

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. MISCELLANEOUS.

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

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

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

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.

k. As between the Parties, the Parties shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither Party shall be liable to the other for any liability resulting from the acts and/or omissions of the other Party's employees, officers, directors, agents and contractors. The Parties and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other Party or its respective officers and employees.

l. Mountain Brook agrees to cause its general contractor release, save, hold harmless and indemnify the Parties, and their respective elected officials, officers, agents, servants and employees, from and against any and all claims, loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons arising from the construction of the Project, arising from breach or default in the performance of any obligation of the construction contract and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action against the Parties, or their respective elected officials, officers, agents, servants and employees, by reason of any such claim. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Parties and their respective elected officials, officers, agents, servants and employees, against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the Project. The foregoing indemnity obligation shall survive the completion of the Project.

m. Nothing contained herein shall be construed to waive the necessity of a Party complying with the terms and conditions of applicable ordinances or regulations or as conflicting with the responsibilities of either Party under any applicable local, State or Federal law, or as limiting the rights of either Party to take appropriate action pursuant to such laws or regulations. Furthermore, this Agreement is not intended to expand or contract the regulatory authority of either Party or any other public agency. All existing regulatory matters of jurisdiction and exemptions from such jurisdiction under all federal and state laws and regulations remain in full force and effect.

n. Mountain Brook acknowledges and agrees that Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of Birmingham's business, economic and community revitalization programs.

o. During the performance of this Agreement, the Parties agrees as follows:

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

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

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

To Mountain Brook:

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

To Birmingham:

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

Copy to:

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

Attention: James C. Stanley.

q. Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.


r. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

s. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties. All previous communications between the Parties, whether verbal or written, with reference to the subject matter hereof are hereby superseded by this Agreement.

(Signature Page Follows)

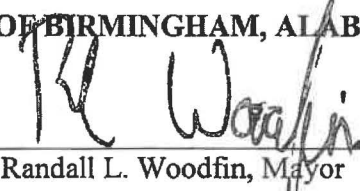
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

ATTEST:


Lee Frazier, City Clerk

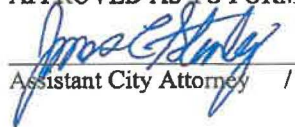
6/26/23

CITY OF BIRMINGHAM, ALABAMA

BY: 
Randall L. Woodfin, Mayor

Date: 6/26/2023

APPROVED AS TO FORM:


Assistant City Attorney / Date

6/22/23

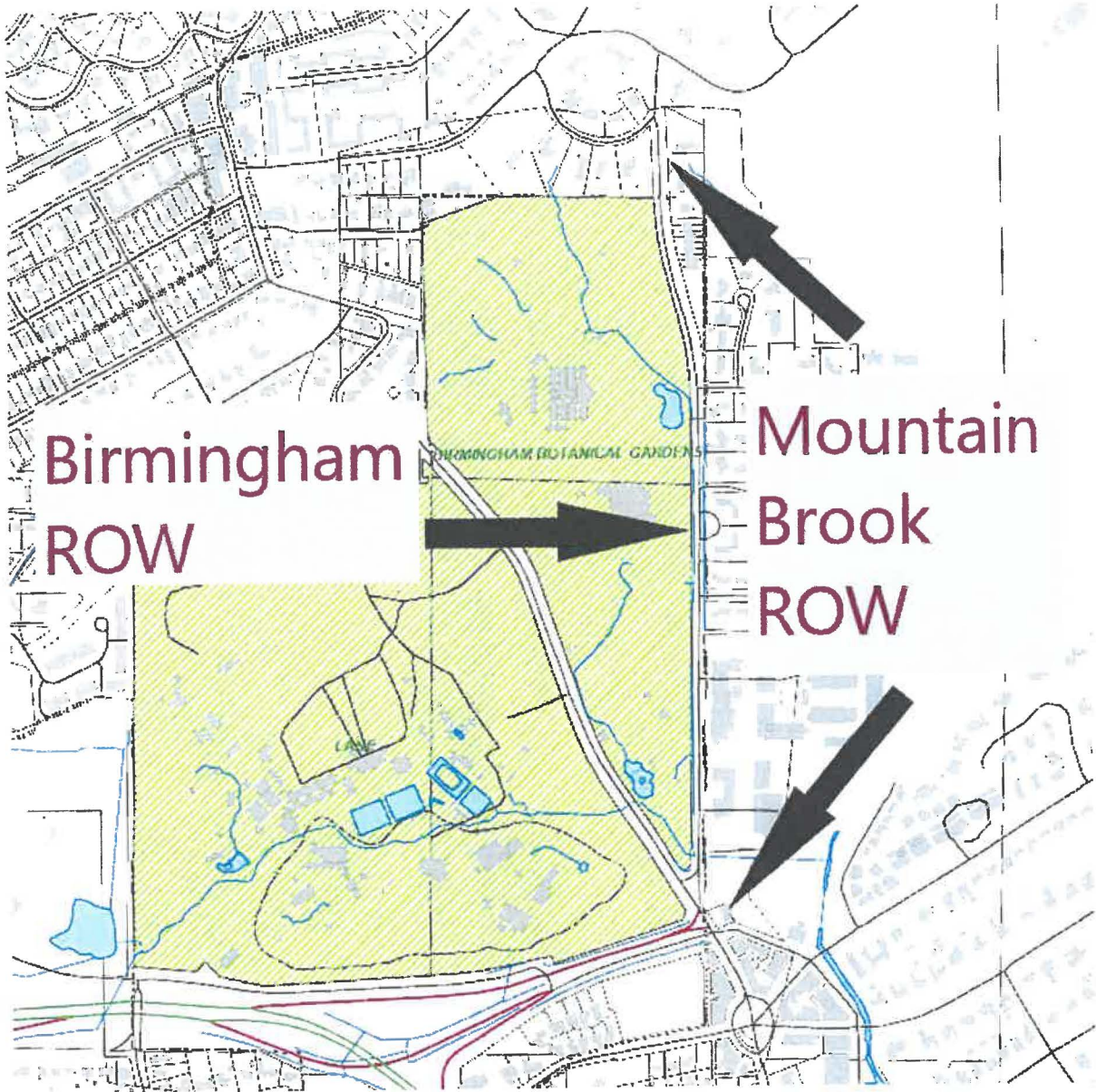
ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

BY: _____
Stewart H. Welch, III, Mayor

Date: _____



RESOLUTION NO. 2023-111

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

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

ADOPTED: This 10th day of July, 2023.

Council President

APPROVED: This 10th day of July, 2023.

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 July 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

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

July 10, 2023

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

Facsimile: (205) 942-2101

Gentlemen:

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

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

If you have any questions, please call me at 802-3823.

Sincerely,

Heather Richards
City Clerk

Enclosure

c: Janna Bearden
janna@willcohospitality.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230620100805521

Type License: **140 - SPECIAL EVENTS RETAIL** State: **\$150.00** County: **\$150.00**
 Type License: State: County:
 Trade Name: **OTEYS FEST** Filing Fee: **\$50.00**
 Applicant: **TRO INC** Transfer Fee:
 Location Address: **224 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213**
 Mailing Address: **300 OFFICE PARK DR SUITE 206 MOUNTAIN BROOK, AL 35213**
 County: **JEFFERSON** Tobacco sales: **NO** Tobacco Vending Machines:
 Product Type: Type Ownership: **CORPORATION**
 Book, Page, or Document info: **9614/9524**
 Do you sell Draft Beer?:
 Date Incorporated: **12/27/1996** State incorporated: **AL** County Incorporated: **JEFFERSON**
 Date of Authority: **02/19/1997**
 Federal Tax ID: **72-1344791** Alabama State Sales Tax ID: **3700 54984**

Name:	Title:	Date and Place of Birth:	Residence Address:
WILLIAM FRANKLIN HAVEN JR. 5978074 - AL	SOLE SHAREHOLDER	06/24/1975 BIRMINGHAM, AL	4436 FREDERICKSBERG DR. BIRMINGHAM, AL 35213

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

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: **OTEYS FEST** License 1: **011756537**
 Applicant: **TRO INC.** License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230620100805521

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

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

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

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

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



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



Confirmation Number: 20230620100805521

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants 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: 07/15/2023 Ending Date: 07/16/2023

Special terms and conditions for special event/special retail:

**GRASSY AREA NEAR OTEY'S PARKING LOT THAT WILL BE ENCLOSED/GATED
BEER, WINE, LIQUOR MIXED DRINKS**

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: TACO MAMA LOCATIONS THROUGHOUT ALABAMA AD OTEY'S License Covers: GRASSY AREA NEXT TO OTEY'S PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: GRASSY AREA NEAR OTEY'S PARKING LOT THAT WILL BE ENCLOSED/GATED
07/15/23 PM TO 07/16/23 AM
BEER, WINE, LIQUOR MIXED DRINKS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230620100805521

Initial each

BJM
BJM

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

BJM

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.

BJM

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.

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

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

BJM

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.

BJM

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.

BJM

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

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

Signature of Applicant: *Brad McGiboney*

Notary Name (print): *CHARLES DANIELS*

Notary Signature: *Charles Daniels*

Commission expires: *11/28/2024*



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

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

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

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

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

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

3. This Power of Attorney shall be effective on the date of signing of this Power of Attorney.
4. This Power of Attorney shall remain in effect in the event that I should become or be declared disabled, incapacitated or incompetent.
5. This Power of Attorney shall remain in effect until the completion of the ABC and local alcohol licensing processes for both special alcohol licenses, unless I revoke it sooner. I may revoke this Power of Attorney at any time in writing.
6. My Agent shall be paid compensation for his services pursuant to this Power of Attorney as follows:

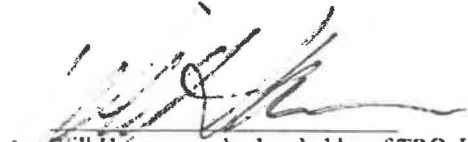
Agent will receive compensation pursuant to the Retention Letter/Fee Agreement between Agent and TRO, Inc.

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

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

[***SIGNATURE ON NEXT PAGE***]

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


Will Haver, as sole shareholder of TRO, Inc.

6-13-22
Date

Subscribed and sworn to before me on this 13TH day of June, 2022

Melissa Rawlings
Notary



Agreed to and Accepted by:

/s/ Brad McGiboney
Bradley J. McGiboney
Agent's Signature

06/09/22
Date



- TENTS
- STAGE
- ENTRANCE
- TOILETS
- DUMPSTERS
- COOLER TRAILERS
- WALKWAY
- GENERATORS
- ROUND TABLES
- BARRIERS
- ELECTRICAL WIRING



ABC Licensing & Compliance Division Pre-Application

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

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

Please use the attached checklist (Form LCD-2) to assist you in gathering the necessary documents for your application. If you have any questions, please contact your local ABC Division office.

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

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

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

RESOLUTION NO. 2023-112

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

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

ADOPTED: This 10th day of July, 2023.

Council President

APPROVED: This 10th day of July, 2023.

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 July 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Internal Use Only
 DRAFT – NOT FINAL
 2022

Public Safety Salary Analysis Summary Mountain Brook

Job Info

Fire Jobs

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

Police Jobs

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

Market Info

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

Employee Info

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

2022-2023 Salary Administration Guide & Pay Plan

Adopted September 29, 2022

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

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Section 1: General Pay Plan

I. OVERVIEW

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

II. SALARY SCHEDULES

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

III. WORKING HOURS

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

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

IV. SALARY RANGES AND STARTING PAY RATE

1. Each job class is assigned to a specified grade in the pay plan with a minimum and maximum pay rate and such intermediate steps as may be set for the respective class. The minimum rate shall be designated as step 1, with such intermediate steps numbered consecutively, up to the maximum rate designated as Step 10. Movement from step to step in the range may be allowed by the Appointing Authority for full-time and part-time regular employees after the completion of each year of satisfactory service until the maximum step in the range is reached.
2. In accordance with Rule 8.2 of the *Rules and Regulations*, with the exception of job classes requiring state certification or licensure (discussed in the paragraph below), the Appointing Authority may approve an appointment up to Step 4 or, for existing Merit System employees, up to a step in the applicable Pay Grade that is no more than 10% above the Classified Employee's current rate of pay. Appointments above these aforementioned thresholds are based on the candidate's education and experience, a lack of candidates, or a former satisfactory employee is being reemployed in the job class they previously held, and must be approved by the Personnel Board.

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

V. PAY GRADES AND PAY GRADE CHANGES

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

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

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

VI. STEP INCREASES/COST OF LIVING ADJUSTMENTS

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

VII. FAIR LABOR STANDARDS ACT COMPLIANCE

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

VIII. PAY ENHANCEMENTS/PAY INCENTIVES

1. Longevity Pay

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

2. Retention Bonus

A retention bonus/payment is generally defined as a one-time payment provided to employees who maintain employment for a defined period that is intended to encourage retention of employees in a target job class(es). Retention bonuses are not required. If an employing agency wishes to provide a retention bonus, the agency must set forth any applicable criteria for application of the retention bonus through a duly established resolution through the agency's governing body and submit the resolution to the Personnel Board for review and approval *prior* to implementation. The resolution should clearly establish the job class(es) for which the retention bonus will apply, the amount of the retention bonus for each established job class, the employment time period for which the retention bonus will provided, and any other criteria that must be met by employees to receive the retention bonus.

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

3. Recruitment/Sign-on Bonus

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

4. Uniform/Equipment Allowance

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

IX. PREMIUM PAY

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

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

Premium Pay Applicable to All Job Classes

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

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

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

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

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

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

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

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

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

duration of the assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premium Pay Applicable to Public Safety Job Classes

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

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

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

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

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

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

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

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

³ Section 12 of the *Enabling Act* states "Changes in the salary schedule on one class or a number of classes less than all may also be made by order or resolution of a governing body as follows: A certified copy of such order or resolution shall be filed with the Personnel Board, and unless the said resolution or order be disapproved by said Personnel Board within thirty days after the date of filing of such certified copy the same shall be valid and operative according to its terms."

above the regular pay step:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premium Pay Applicable to Automotive Job Classes

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

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

Automobiles

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

Trucks

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

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

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

Premium Pay Applicable to Environmental Services Job Classes

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

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

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

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

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

Premium Pay Applicable to Building Inspections Job Classes

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

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

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

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

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

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

Section 2 Job Descriptions

Job descriptions are located on the website, www.pbjcal.org, under Job Information > Job Descriptions.

Section 3 Salary Schedules

Salary schedules and rate sheets by agency are located on the website, www.pbjcal.org, under Job Information > Salary Schedules.

ORDINANCE NO. 2145

AN ORDINANCE AMENDING CHAPTER 113 OF THE CITY CODE

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

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

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

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

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

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

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

WHEREAS, after receiving public commentary and input from the community about stormwater management in the City, the City Council has determined that it is in the public

interest and in the interest of its residents, property owners and community members that additional development controls in Critical Basins are necessary and appropriate for stormwater control; and

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

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

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

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

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

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

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

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

(a) *Applicability.* All development occurring within a Critical Basin is subject to the provisions set forth in this section in addition to the other provisions of this Article.

(b) *Management of Runoff.* Development in Critical Basins are required to manage increases in runoff rate and runoff volume due to a proposed development such that post-development drainage conditions mimic the pre-development (or existing) conditions of the site. Runoff volume controls are required to capture the runoff from the 1.1-inch rain event onsite and infiltrate or manage with extended detention. The runoff volume from the 1.1-inch rainfall event is termed the Water Quality Volume (WQ_v). For sites with soils that have low infiltration rates or other site constraints that inhibit the use of infiltration measures, extended detention may be used. The WQ_v must be released over a 24 to 36-hour period when using extending detention to manage runoff volume.

(c) *Acceptable Measures to Control Runoff Volume.* Acceptable measures to control runoff volume include the following:

1. Bioretention, rain gardens, infiltration swales, or other practices designed to capture and infiltrate runoff
2. Permeable Pavement or paver systems
3. Discharge of impervious surfaces onto pervious areas
4. Other systems or practices intended to infiltrate rainfall may be considered if supported in the Low Impact Development Handbook for the State of Alabama or similar reference and agreed to by the City of Mountain Brook.
5. Extended Detention designed to store and release the WQ_v over a 24 to 36-hour period.

The WQ_v from any additional impervious area (or an equivalent area of existing impervious area) must be controlled by directing it to an acceptable stormwater control measure as listed above. A combination of measures may be used to meet the requirements of this article. The stormwater management design shall demonstrate that a runoff volume equal or greater than the WQ_v is managed onsite by stormwater control measures, or alternately that the runoff volume is not increased.

- (d) *Peak Runoff Rate Controls.* The stormwater management design must also ensure post-development peak runoff rates shall be less than or equal to pre-development values for the 2-year through the 100-year, 24-hour rainfall events.
- (e) *Non-conforming Properties.* For existing properties that exceed the maximum allowable impervious area (maximum building area plus an additional (5) percent of the parcel area), any new development or improvement on the property will require a stormwater management design to mitigate the entire impervious area that is above such maximum allowable impervious area.
- (f) *Stormwater Management Design.* The stormwater management design shall be performed by a registered architect, landscape architect, or engineer. A written analysis or drainage report supported with design calculations shall be submitted to the City along with plans and details to verify the adequacy of the stormwater management design for the property and demonstrate compliance with the requirements of this article.”

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

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

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

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

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

ADOPTED: This 10th day of July, 2023.

Council President

ADOPTED: This 10th day of July, 2023.

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 June 26, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 27, 2023, 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, 2850 Cahaba Road

Cahaba River Walk, 3503 Overton Road