

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

OCTOBER 9, 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 10092023).

1. Approval of the minutes of the September 25, 2023, regular meeting of the City Council.
 2. Consideration: Resolution authorizing the execution of the following service agreements:
 - a. All In Mountain Brook
 - b. Birmingham Zoo
 - c. Birmingham Botanical Society
 - d. Prescott House
 - e. Mountain Brook Chamber of Commerce
 3. Consideration: Resolution accepting the proposal with Wicked Solutions for the Strategic Planning Project for the City of Mountain Brook.
 4. Consideration: Resolution awarding the bid for the Mountain Brook Street Resurfacing Project.
 5. Consideration: Resolution awarding the bid for the Mountain Brook Street Cut Repair Project.
 6. Consideration: Resolution awarding the bid for the Mountain Brook Street Striping Project.
 7. Consideration: Resolution authorizing the Transit Service Agreement with Birmingham-Jefferson County Transit Authority d/b/a MAX.
 8. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
 9. Comments from residents and attendees.
 10. Announcement: The next regular meeting of the City Council is October 23, 2023 at 7:00 p.m.
 11. Adjourn.
-

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 25, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 25th day of September, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). 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
Graham L. Smith
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Gerald A. Garner

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

1. AGENDA

1. Conditional Use request for Pinnacle Branch Bank at 2020 Cahaba Road

Dana Hazen-Director of Planning, Building, and Sustainability

- This is for a conditional use in the Chester's Building in English Village
- Applicant indicated the existing parking would be more than adequate for their employees and patrons

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-159)

2. Alabama Association of Fire Chiefs Mutual Aid Consortium agreement

Chris Mullins-Fire Chief

- The agreement is for review, there were some changes that were made that will need to be submitted to the Alabama Fire Chiefs for their approval
- This agreement is a mutual aid where other departments could call upon our department and we could call upon them for assistance in a disaster situation without an emergency declaration
- This provides resources to get on the ground quicker
- Currently there are 44 departments signed up for this agreement
- Will bring this back for council approval once approved by the Alabama Association of Fire Chiefs

3. Residents on Halbrook Lane to address the City Council regarding cut-through traffic on their street

Craig Ogard-3825 Halbrook Lane

- Lived on Halbrook Lane for 37 years
- Over the last 2 years there has been a significant increase in traffic
- There are 17 houses on the street (one is a rental)
- Hopeful the council could make a decision to benefit the safety and wellbeing of the residents
- Feel the only way to stop the flow of traffic is to block the street off

Lloyd Shelton-Council Member

- Richard Caudle with Skipper Consultants did a study
- The study showed that there are more cars that go down Halbrook Lane than Knollwood
- Halbrook became a cut-through, it was never designed as a cut-through
- The problem is if something is done on Halbrook, then the traffic is moved over a block

Graham Smith-Council Member

- Reviewed the traffic study and noticed the study was done during the time period when Crosshaven was under renovations
- Inquired if some of the numbers were skewed due to this construction

Richard Caudle-Skipper Consultants

- The study was delayed intentionally during the fall of 2022 to February 2023 in order for all lanes to be open on Crosshaven
- They chose to do the study in February of 2023, because in their opinion, traffic was back to normal

Virginia Smith-Council President

- Agreed with Council Member G. Smith regarding the study being skewed due to construction on Crosshaven
- Even though the lanes were open, the barrels on Crosshaven were such a deterrent for motorists
- Feels another count may be warranted
- The study provided did not address closing off Halbrook at a part where it met Asbury as opposed to just blocking off the end of Halbrook

Richard Caudle

- The study did not address closing the road due to the various factors that need to be considered in closing a road
- If the council were to consider closing anything on Halbrook, they would recommend closing the "V" where Halbrook and Asbury come together
- The issue is city limits, some portions may be in Vestavia
- In response to Council Member Shelton's question regarding speed humps: Speed humps do not deter traffic, they only deter speeding
- Would be willing to do another study; however, the residents would argue that things have not improved with the full opening of Crosshaven
- Regarding the study: about 1/3 of the people using Halbrook are bound for local destinations, 2/3 are cutting through to distant destinations

Lloyd Shelton

- If behaviors cannot be changed and the volume cannot be changed, inquired how to make it safe
- A sidewalk may be an option

Graham Smith

- Inquired if Richard Caudle looked at making Halbrook one way

Richard Caudle

- Did consider doing one-way; however, it would cause a problem on Arundel

Stephen Rhodes-3833 Halbrook Lane

- Have lived on Halbrook since 1988 and the traffic has increased significantly
- Halbrook is not as wide to allow for sidewalks
- Sees no scenario that makes it safe except to close it off to make it a loop to stop the cut-through traffic

Billy Pritchard-Council President Pro Tempore

- Will take the request under advisement and figure out legalities regarding closing Halbrook and schedule another meeting

Richard Caudle

- Would suggest getting a professional survey of the properties to determine where the city limit lines are located

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

2. EXECUTIVE SESSION AND ADJOURNMENT

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 to the regular council meeting. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Graham Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes:	Virginia C. Smith William S. Pritchard III Graham L. Smith Lloyd C. Shelton
-------	--

Nays:	None
-------	------

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:40 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on September 25, 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 October 9, 2023

**MINUTES OF THE JOING MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND
THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911 DISTRICT)
SEPTEMBER 25, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 3 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 25th day of September, 2023 (others were allowed to listen to the meeting by way of Internet video conference-3 people 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
Graham L. Smith
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Gerald A. Garner

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. DOWN SYNDROME MONTH PROCLAMATION NO. 2023-146 (EXHIBIT 1)

Stewart Welch-Mayor

- Presented the Down Syndrome Awareness Month Proclamation (No. 2023-146)

2. CONSIDERATION OF RESOLUTION (NO. 148) OF THE BOARD OF THE E911 DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2024

Council District Board member Shelton made a motion to approve the resolution of the board of the E911 District adopting the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Thereupon, the motion was then considered by the Board. District Board member Graham Smith seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Chairman
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton

Nays: None

Chairman Virginia Smith thereupon declared that said resolution is adopted by a vote of 4-0.

3. CONSIDERATION OF RESOLUTION (NO. 149) OF THE BOARD OF THE E911 DISTRICT AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY PURCHASED BY THE MOUNTAIN BROOK EMERGENCY COMMUNICATION (E911) DISTRICT)

Council District Board member Shelton made a motion to approve the resolution of the board of the E911 District authorizing the sale or disposal of certain surplus property.

Thereupon, the motion was then considered by the Board. District Board member Graham Smith seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Chairman
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton

Nays: None

Chairman Smith thereupon declared that said resolution is adopted by a vote of 4-0.

4. 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 September 11, 2023, regular meeting of the City Council

2023-146	Down Syndrome Proclamation	Exhibit 1
2023-147	Increase the salary schedule for all classified, unclassified and part-time employees by three percent (3%) and Municipal Judges by three percent (3%)	Exhibit 2, Appendix 1
2023-150	Authorize the sale or disposal of certain surplus property (Library and City Hall)	Exhibit 3, Appendix 2
2023-151	Execute a contribution agreement (cost share) with the Board of Education for construction management services related to the Mountain Brook Junior High (MBJH)	Exhibit 4, Appendix 3
2023-152	Execute an engagement letter with Allen Consulting for the Actuarial Loss Reserve Analysis-Alabama Workers' Compensation	Exhibit 5, Appendix 4
2023-153	Enter into an agreement with the Jefferson-Blount-St. Clair Mental Health Authority	Exhibit 6, Appendix 5

2023-154	Execute a group subscription purchase order with The New York Times and O’Neal Library for group subscriptions	Exhibit 7, Appendix 6
2023-155	Approve the second amendment to the garbage service contract with CSWDA regarding fuel cost savings rebate	Exhibit 8, Appendix 7
2023-156	Enter into a Contract for General Services with Birmingham Regional Paratransit Consortium d/b/a ClasTran	Exhibit 9, Appendix 8
2023-157	Execute the Renewal of Franchise Agreement with MCIMetro Access Transmission Services LLC (“MCI”) d/b/a Verizon Access Transmission Services for MCI’s fiber-based communications services business activities within the City	Exhibit 10, Appendix 9
2023-158	Execute a Multi-Site Regulated Medical Waste (RMW) Service Agreement with Environmental Biological Services and the Mountain Brook Fire Department	Exhibit 11, Appendix 10
2023-159	Approve the conditional use application (Pinnacle Bank) at 2020 Cahaba Road	Exhibit 12

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2023-146, 2023-147, and 2023-150 through 2023-159), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council Member Graham Smith 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
Graham L. Smith
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation and resolutions (Nos. 2023-146, 2023-147, and 2023-150 through 2023-159) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

5. CONSIDERATION OF ORDINANCE (NO. 2148) ADOPTING THE CITY’S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 (EXHIBIT 13, APPENDIX 11)

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

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council Member Shelton 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
Lloyd C. Shelton
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2148) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

6. CONSIDERATION OF ORDINANCE (NO. 2149) INCREASING THE SALARY OF THE CITY MANAGER (EXHIBIT 14, APPENDIX 12)

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 Member Graham Smith and was unanimously carried, as follows:

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III

Lloyd C. Shelton
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2149) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

7. CONSIDERATION OF ORDINANCE (NO. 2150) AMENDING THE PREMIUM-INCENTIVE PAY FOR EMPLOYEES (EXHIBIT 15, APPENDIX 13)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council Member Graham Smith 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 Virginia Smith and was unanimously carried, as follows:

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—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 President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2150) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

8. CONSIDERATION OF ORDINANCE (NO. 2151) AMENDING CHAPTER 109, ARTICLE I OF THE CITY CODE REGARDING THE DAY/TIMES FOR CONSTRUCTION WITHIN THE CITY (EXHIBIT 16)

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

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—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 Member Graham Smith called for vote with the following results:

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2151) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

9. RECOGNIZED SPECIAL GUEST (BOY SCOUT)

Eddy Thurston with Troup 86 out of St. Luke's Episcopal Church

- Working on communication merit badge

10. PUBLIC HEARING: THE CONSIDERATION OF AN ORDINANCE MAKING WINTHROP AVENUE "ONE-WAY", RESTRICTING PARKING TO ONE SIDE ON WINTHROP AVENUE, AND RESTRICTING PARKING TO ONE SIDE ON NORMAN DRIVE DURING THE TIMES OF 2:30 P.M. TO 3:15 P.M. MONDAY-FRIDAY

Edward Burg-19th Winthrop Avenue

- He is against any parking on Winthrop and would like to have no parking (during carpool)
- There are around 20-25 cars that park on Winthrop
- Concerned the council is not taking the surrounding residents into consideration
- Feels "one-way" would be better than what they currently have (if parking is necessary) but asked why there needs to be any parking at all
- Individuals parking on Winthrop Avenue is a problem for the residents

Anderson White-15 Norman Drive

- Asked if there is a carpool system at the Junior High and if there is an agreement with the churches regarding overflow parking

Billy Pritchard-Council President Pro Tempore

- The churches are used for parking; however, do not know if there is a formal agreement with the churches and the Board of Education
- Will find out if there is a formal agreement

Graham Smith-Council Member

- There is no car pool system

- There are 900 students at the Junior High
- When the bell rings all of the children exit at the same time

Edward Burg

- Another concern is when the field opens, there will be more parking concerns

Billy Pritchard

- There will be no games at the field, only practices
- There will be events at the field; however, there are 42 parking spaces in the parking lot

Martha Stivender-300 Overbrook Road

- Lives at triangle in front of Junior High
- Have seen the police trying to keep people from parking on Overton Road at the Junior High and inquired if that was going to be a problem

Jaye Loggins-Police Chief

- It is against the law to park on a sidewalk, the officers are trying to deter people parking on sidewalks on Overbrook

Andrea Jansen-28 Norman Drive

- One issue-there is no fixed speed limit (some roads are 20mph and some are 25mph)
- There is no speed sign going from Overbrook to Norman indicating to slow down on Norman
- Want the speed limit for the whole area to be 20mph (Norman, Winthrop, Overbrook, etc)

Forest Whatley-14 Alden Way

- Concerned if the council moves forward with making Winthrop one-way and restrict parking to one side on Winthrop and Norman, it will push that traffic to Alden and impact Clarendon
- Concerned a one-way on Winthrop will increase speeders
- Wants the council to reconsider and look at other options

Virginia Smith-Council President

- The council will not act on this item at this meeting

Richard Hodges-31 Norman Drive

- Inquired if the school has looked into staggered release times

Billy Pritchard

- Staggered release times has not come up at Board of Education board meetings

Jerry Perkins-44 Norman Drive

- Wants to know alternatives the council has looked at alleviating this burden
- Making Winthrop one-way will only make things worse

Virginia Smith

- At this time, no alternatives have been discussed

Rebecca Moore-68 Norman Drive

- Feels that the parking on both sides of the road is a problem
- Looking forward to hearing other alternatives
- One good thing about carpool is it is quick and parents are in their cars
- A concern outside of carpool time is parking for big events (parent night, welcome back, etc)

Virginia Smith-Council President

- Closed the public hearing

Richard Caudle-Skipper Consultants

- Did extensive studies on Winthrop and Norman and determined a period of time (2:54pm-3:25pm) that it would be impossible for an emergency vehicle to pass
- Plan presented is driven by public safety
- The restrictions presented were for 45 minutes (2:30pm-3:15pm)
- Observed Alden Lane during the study-there were no cars they saw during observation that were there to pick up student; however, this plan if enacted could affect Alden
- There is a distinct possibility that a one-way on Winthrop would cause more traffic on Alden
- There was a mention (in an email) of making it resident only parking; however, it is very difficult to implement (This would eliminate landscaping vehicles, contractors, visitors, delivery vehicles from parking)
- Unless the council passes an ordinance to the contrary; any driver is allowed to park in the public right-of-way within the city limits of Mountain Brook
- There was mention of closing Alden-this would be very difficult. They would need to have a cul-de-sac or hammerhead for public safety reasons

Billy Pritchard

- Will reach out to the school system regarding some issues/questions that was raised
- Suggested 2 council members meet with Richard Caudle to come up with more specific proposal

Virginia Smith

- Billy Pritchard and Graham Smith will meet with Richard Caudle

11. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

12. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is October 9, 2023, 7:00p.m.

13. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:42 p.m.

14. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on September 25, 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 October 9, 2023

RESOLUTION NO. 2023-160

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

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered on this _____ day of _____, 2023, by and between the City of Mountain Brook (hereinafter referred to as “City”) and All In Mountain Brook (hereinafter referred to as “Contractor”):

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

WHEREAS, All In Mountain Brook is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook-specifically, the enhancement and protection of the lives of Mountain Brook youth;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing services and resources to residents of the City of Mountain Brook which are designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of \$10,000.00 (Ten Thousand and No/100 Dollars) (hereinafter referred to as the “Contract Amount”) for performing the services herein provided for the period of October 1, 2023, through September 30, 2024.

2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that the Contractor shall be totally responsible for, and shall have exclusive control over, the management and disbursement of the Contract Amount, and that the Contract Amount shall be used only for the purposes herein described:

- a. To underwrite All In Mountain Brook, parent and student educational programming, thereby targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speakers, activities, materials, and communications designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk.
- b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.
- c. Contractor anticipates the following disbursement of the contract amount:
 - (1) Approximately \$7,000 for parent and community programs
 - (2) Approximately \$3,000 for student programs

- d. Contractor agrees to provide any and all personnel, supplies, and/or equipment necessary for the services herein to be provided.
3. The Contractor agrees to provide to the City at all reasonable times and places an accounting of the Contractor's expenditure of the Contract Amount.
4. The Contract shall not transfer or assign this contract or any of the rights and privileges granted herein without the prior written consent of the City.
5. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.
6. The Contractor agrees it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.
7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to germinate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least 30 days prior to the intended date of cancellation.
8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook:

City Manager
City of Mountain Brook
Post Office Box 130009
Mountain Brook, Alabama 35213

To Contractor:

All In Mountain Brook
c/o Becky Holt

9. Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the individual to receive notice by notifying the other party as provided in this paragraph.
10. No oral agreement or communication with any officer, agent, employee, or consultant of the City either before or after execution of the Agreement will affect or modify any of the terms or obligations contained in this Agreement. Any such oral agreement or communication will be considered as unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2023

CITY OF MOUNTAIN BROOK,

A Municipal Corporation

BY: _____
Mayor, City of Mountain Brook

WITNESSED:

BY: _____

ALL IN MOUNTAIN BROOK

BY: _____
Its Authorized Agent
Print name: Becky Holt
Title: Executive Director, All In Mountain Brook

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a notary public in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2023.

NOTARY PUBLIC
My commission Expires:

RESOLUTION NO. 2022-161

WHEREAS, the Birmingham Zoo (“Zoo”) is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook (“City”); and

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City’s opinion, will be helpful and instructive to said students; and

WHEREAS, such programs exhibits, and learning experiences are not available at Mountain Brook City Schools; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo’s commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City’s financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement is deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

ADOPTED: This 9th day of October 2023.

Council President

APPROVED: This 9th day of October 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk



May 15, 2023

Board of Directors

Thomas E. Sisson
Chair

Lee McKinney
Vice Chair

Austin Davis
Treasurer

Mary Pat Lawrence
Secretary

Nancy Collat Goedecke
Past Chair

Robert B. Aland
Alexia B. Borden
Emily Wood Bowron
Jack Darnall
Selena Rogers Dickerson
Daron M. Drew-Jelks
Bing Edwards
David Faulkner
Christina Grinkmeyer
Daagye Hendricks
Tim Hennessy, Jr.
Randall W. Jordan
Phillippe W. Lathrop
Matt Lyden
Chaz C. Mitchell
Wally Nall III
Jerry F. Perkins, Jr.
Kyle Rogers
Crystal Gunn Witherspoon

Ex-Officio

Thomas Nelson
Junior Board President

Chris Pfefferkorn
President and CEO

Emeritus

Arthur C. P. Henley
Colin H. Luke
Michael D. Thompson
Jesse S. Vogtle, Jr.

Platinum
Transparency
2023

Candid.



ACCREDITED BY THE
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

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

RE: 2023-2024 Budget Appropriation Request

Dear Sam:

Thank you to the City of Mountain Brook for its continued financial support of your Birmingham Zoo's mission: *Inspiring Passion to Conserve the Natural World*. Since 2008, your investments have directly supported care for our animals and it was our privilege to serve thousands of Mountain Brook residents. **The Birmingham Zoo respectfully requests the City of Mountain Brook to consider an appropriation of \$25,000 for the fiscal year 2023-2024.** As a 501 (c)(3) nonprofit, the Birmingham Zoo relies on support from ticket sales, Zoo Memberships, and donations to care for the animals and provide educational programs. Here's how you benefit.

In Your Community

- Of 14,245 Zoo Member households - **8% are in Mountain Brook ZIP codes**
- In a 2018 review, Birmingham Zoo had an estimated economic impact of \$28 million
- Your Zoo employs over 115 full-time employees and approximately 250 teen and adult volunteers
- 2022 attendance saw 500,000 Zoo visitors representing a strong regional presence with guests who, during their stay, purchased gas, food and lodging

Benefiting Your Community

- For 2023-2024, your Zoo will provide a discounted group rate to all City of Mountain Brook Schools.

Serving Your Students

- **46 Mountain Brook families will attend 2023 Summer Zoo Camp**, providing essential summer activities for busy families and students
- **213 students participated in your Zoo's Discovery Programs** offering science programming that meets state standards
- **36 Mountain Brook students experienced hands-on learning at Zoo Labs**
- **59 Mountain Brook students took part in Field Experiences at your Zoo**

Your Constituents and Your Zoo

- In 2022, Mountain Brook residents hosted 9% of all private events taking place at the Zoo. Your constituents are visiting your Birmingham Zoo for business meetings, special occasions, and family gatherings.

INSPIRING PASSION TO CONSERVE THE NATURAL WORLD

Birmingham Zoo, Inc. • 2630 Cahaba Road • Birmingham, AL 35223 • (205) 909-4562 • birminghamzoo.com

Marketing that Benefits You

- Name listing on the Sponsorship/Corporate Partner donor panel, seen by Zoo visitors
- Recognition in the contribution section of *Animal Tracks*, Zoo's Member online magazine sent to 30,000 households and name listing in Annual Report

Credentials and Recognition: Assurance for You

- As a member of the Association of Zoos and Aquariums (AZA), the Birmingham Zoo ranks in the top 10% of accredited animal-holding facilities in the nation. The Birmingham Zoo is the only accredited zoo in Alabama with over 500 animals, representing 172 species. The Zoo protects and preserves endangered animals and promotes conservation
- Has received a 4-Star ranking from Charity Navigator/Candid. This accolade signifies the Zoo's strong financial health, accountability and transparency
- Has a Platinum Seal of Transparency from Guidestar, one of the most trusted sources of information on nonprofit organizations in the United States

We look forward to hearing from you regarding our request. If you have any questions, please contact me via email at cpfefferkorn@birminghamzoo.com or call 205-397-3855.

Sincerely,


Chris Pfefferkorn
President & CEO

*Thanks for all of your
past support!*

cc: Virginia Carruthers Smith, City Council President

Enclosures - Annual Report, Audit and IRS Tax-exempt letter

2022

ANNUAL REPORT



Your Zoo Renewed & Rejuvenated!

The generous support from our wonderful patrons brought forth a year of inspirational growth and transformation at the Zoo. We revamped and renovated habitats, presented new events, contributed to vital conservation work worldwide, and welcomed numerous animals.

Our most astounding newcomer was Baron, the first flamingo chick ever to be hatched at your Zoo, thanks to the Birmingham Barons baseball team providing field clay for our nesting flamingos. We also welcomed nine other new birds to our population of 492 animals, along with additions to 13 other species, including a new lion and the birth of Mani, the cotton-top tamarin.

To help revive the endangered Eastern black rhinoceros population, the Daniel Foundation Alabama Rhino Habitat was renovated for two new arrivals due out on exhibit next year. The Brock Conservation Cabin in the Alabama's Wilds area was revitalized for educational purposes and to showcase local conservation efforts. In addition, red-tailed hawk Vulcan and black vulture Wakinyan now enjoy a new raptor habitat.

Your Zoo not only helped to restore waning diversity within zoos, but participated in crucial conservation work that directly impacts wild populations, as well. In addition to lending global support, select staff members utilized the Zoo's PiCA grants to study aging in elephants, reinvigorate a butterfly waystation, and bolster giraffe tracking in Africa.

Our celebrations also held a sense of rejuvenation after several years of remote events, and we even introduced two new ones. Wild at Heart, the gala presented by First Horizon Bank, was our largest fundraiser of the year.

One of the most fun additions to the Zoo? A gleaming new electric train! Donated by Red Diamond Coffee & Tea, the quiet, lithium battery-powered train offers Zoo guests a resplendent ride in an energy-efficient manner. To keep that authentic train experience, passengers still hear the traditional rail sounds and see puffs of steam as they tour your Zoo in style.

All of your Zoo's renewal and revitalization are thanks to continued community support from our patrons. We are mindful and appreciative of the unwavering backing we receive to inspire passion to conserve the natural world.

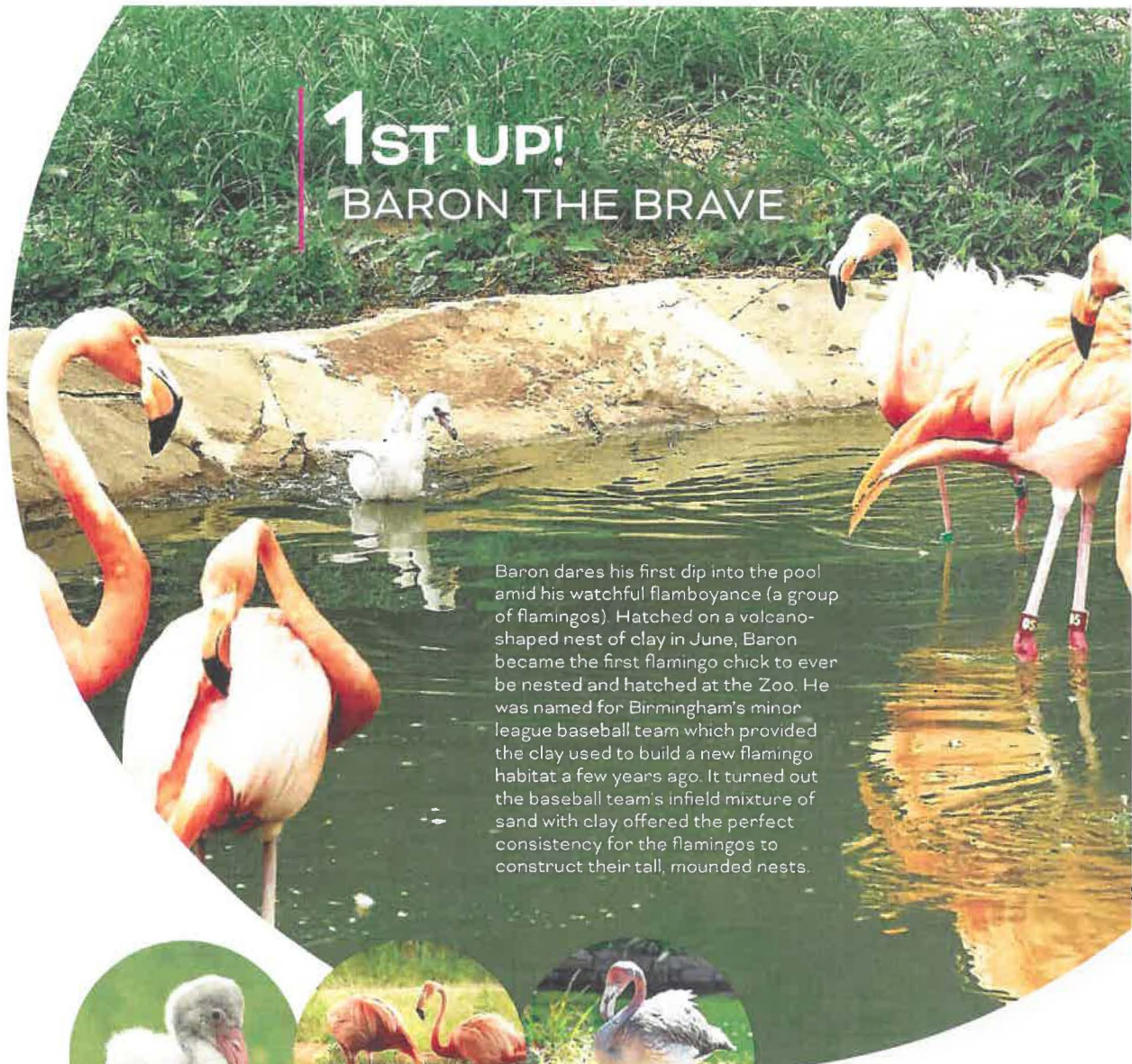
Chris Pfeifferkorn

Chris Pfeifferkorn
President & CEO

1ST UP! BARON THE BRAVE

Baron dares his first dip into the pool amid his watchful flamboyance (a group of flamingos). Hatched on a volcano-shaped nest of clay in June, Baron became the first flamingo chick to ever be nested and hatched at the Zoo. He was named for Birmingham's minor league baseball team which provided the clay used to build a new flamingo habitat a few years ago. It turned out the baseball team's infield mixture of sand with clay offered the perfect consistency for the flamingos to construct their tall, mounded nests.

FROM Baron's growth from a downy, white chick under the care of his protective parents to a full-feathered adult with hints of the classic pink beginning to emerge.





MANI THE COTTON-TOP TAMARIN

Born to first-time parents Lena and Leo, a new tamarin joined their tight-knit family in June. Lena nursed and groomed their new addition, while Leo carried Mani around the habitat most days. These small, critically endangered primates grow quickly and often become fully independent around three months. The birth was part of the AZA's Cotton-top Tamarin Species Survival Plan (SSP).

REPLENISH POPULATIONS

KODO THE RED PANDA

The Zoo welcomed Himalayan red panda Kodo from Buttonwood Park Zoo in Massachusetts. An arboreal species, her distinctive red coat matches the moss found on the trees where wild populations are endangered. Two-year-old Kodo joined the Zoo's resident male Gizmo as part of the Red Panda SSP to fortify the population.

JOSH THE AFRICAN LION

That iconic, primal roar of the African lion returned in June with the introduction of Josh. When the 6-year-old lion came from the San Antonio Zoo, his youthful demeanor and charisma made him an instant hit with his care team and Zoo guests.

MERCUTIO THE CROWNED LEMUR


Mercutio arrived in June to live with Azizi, the resident crowned lemur, and two ring-tailed lemurs, Philocles and Apollonius. Primarily active from sunrise to sunset, Mercutio will hang with his new troop in the canopy of his habitat browsing fruits and leaves.

RUBY THE GIRAFFE

The three-year-old arrived in October from the Lincoln Children's Zoo in Nebraska. She quickly bonded with 12-year-old Zuri, one of the two females in the Zoo's reticulated giraffe herd. Within a few weeks, Jalil, the herd's 16-year-old male, was gently vying for her attention as well. With fewer giraffes in Africa than there are elephants, Ruby will play a vital role in the Reticulated Giraffe SSP to keep zoo populations diverse and healthy.

JAFAR & IAGO THE BLOOD PYTHONS

The Zoo's Reptile House became home to two of these captivating pythons native to the swamps and forests of Thailand, Malaysia, and Indonesia. With heavy, stout bodies that end in a stubby tail, their beautiful red color can shade from a deep red to rust to a muted orange. The two males will be most active at dusk and dawn and spend most days hiding.

 SPECIES SURVIVAL PLAN (SSP) works to ensure a genetically diverse population of species in AZA-accredited zoos and aquariums.

L TO R: Kodo the red panda, Josh the African lion, Jafar the blood python, Mercutio the crowned lemur





RED DIAMOND Express Tea Train

ALL ABOARD! Zoo patrons are riding the rails and freshly appreciating that familiar railroad call with the sparkling new addition of "Tea." Donated by Red Diamond Coffee & Tea, the new electric train joins "Coffee," a Zoo icon since 2008, also given to the Zoo through the generosity of Red Diamond.

Since this past summer, patrons have relished the state-of-the-art train powered by a lithium-ion battery that produces no emissions and eliminates fuel costs. Along with panoramic views, "Tea" offers an informative integrative audiovisual program that presents educational messages, conservation information, and animal facts.

As passengers pass by Zoo highlights at a comfortable 5 mph, the new ride puffs out a steam engine train sound, added for its ambience, since the 6,100-pound electric locomotive runs clean and silent.

RENOVATE & REVITALIZE

PREPARING FOR THE BLACK RHINOS

To welcome two new eastern black rhinoceros, the Zoo renovated the Daniel Foundation Alabama Rhino Habitat, transitioning it from the home of white rhinos Laptop, Ajabu, and Max. The white rhino trio had moved to a private habitat in the southern U.S. to live with a larger herd, which can increase breeding success. Renovating the habitat for the black rhinos and moving the white rhinos supports the Species Survival Plan for both types of rhinoceros.

NATIONAL WELLBEING WORKSHOP

Zoos and aquariums from across the nation sent representatives to attend the Growing Your Animal Wellbeing Program, hosted by the Birmingham Zoo. Some 26 participants from 15 different institutions participated in the interactive, 3-day workshop. Lectures, discussions, and activities conveyed scientific concepts and practical tools for providing optimal wellbeing for animals in zoos and aquariums. Content focused on Association of Zoos and Aquariums (AZA) accreditation standards, building interdisciplinary animal wellbeing programs, developing assessment tools, and strengthening needed interpersonal skills.

NEW RAPTOR HABITAT

A new habitat accommodates Vulcan, the Zoo's red-tailed hawk, and Wakinyan the black vulture. Vulcan had been living behind the scenes recovering from a wing injury sustained in the wild. Once the habitat was completed, he was once again outside in the new space, rotating with Wakinyan, a representative of the most abundant vulture species in the Southeast.

BROCK CONSERVATION CABIN OPENS

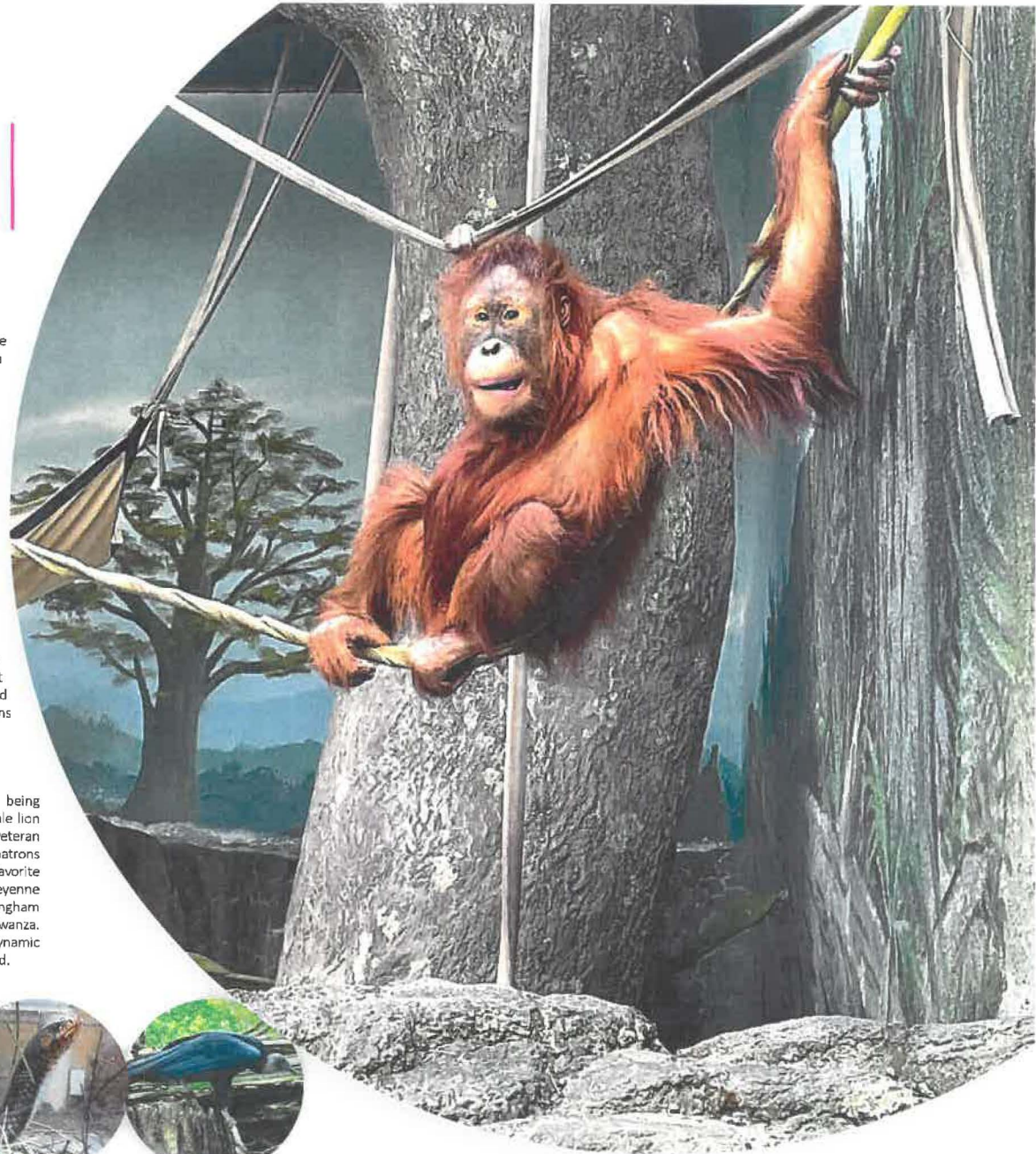
The public received a warm welcome to the Jane H. Brock Cabin, part of the revitalized Alabama Wilds area. Besides hosting the Zoo's eastern indigo snake, the cabin now serves as a place for immersive educational opportunities and an interpretive center highlighting local conservation efforts and partnerships with Alabama Department of Conservation and Natural Resources and the Nature Conservancy. The cabin honors Brock's love of animals, philanthropic spirit, and her family's ongoing support.

ORANGUTAN RESEARCH

Zoo volunteers and staff collected data for an orangutan habitat study designed and coordinated by Charles Ritzler at the San Antonio Zoo. His research looks into orangutan habitats in zoos and explores how the great apes use their space. Zoo volunteers tracked the behavior and location of the orangutans repeatedly for a month.

A TRIBUTE TO AKILI

Beloved Africa lion Akili was mourned after being fatally injured in July during introductions to male lion Josh. Even with immediate intervention, the veteran lion succumbed to her injuries. Both staff and patrons grieved at the unexpected loss of this long-time favorite and member of the Zoo family. Born in 2005 at Cheyenne Mountain Zoo in Colorado, Akili came to Birmingham when she was two to live with resident lion Kwanza. In 2011, the pair had five cubs. Akili was a dynamic ambassador for the Zoo and will be deeply missed.



OTHER PAGE: Nadina the orangutan; L TO R: Akili the African lion, Indigo Montoya the eastern indigo snake, Wakinyan the black vulture.



RESTORE THROUGH GLOBAL CONSERVATION



MONARCH WAYSTATION

Under a 2-year PICA grant, Conservation Manager Terra Manasco continued enhancing the Zoo's certified Monarch Waystation which supports the North American Monarch butterfly life cycle, from caterpillars to adulthood. Such pollinators are experiencing environmental threats including habitat loss, climate change, overuse of pesticides, and disease.

CHIPANGALI LARGE CARNIVORE PROJECT

The Zoo continues its ongoing and integral support of the Chipangali Wildlife Orphanage and Research Centre in Bulawayo, Zimbabwe. The nonprofit rescues and cares for orphaned, injured, abandoned, abused, or confiscated wildlife found in southern Africa. CEO Chris Pfefferkorn serves on its board, and Zoo staff continue their work on the Chipangali Large Carnivore project, conducting biodiversity studies on leopards and brown hyena populations near Matopos National Park.

Species Survival Plan (SSP), Global breeding plan for each species managed by Association of Zoos and Aquariums (AZA)

Passion into Conservation Action (PiCA) program. Zoo-funded grants to employees for conservation initiatives.

REACHING THE WORLD

The Zoo provided financial support for eight conservation efforts around the world:

- International Elephant Foundation
- Tarangire Elephant Project
- International Rhino Foundation
- Giraffe Conservation Foundation
- Turtle Survival Alliance
- African Lion AZA SAFE
- Orangutan AZA SAFE
- African Penguin AZA SAFE

SPECIES ON THE FLY

Ten birds representing nine species moved to other zoological centers to help bolster breeding populations, including at Disney's Animal Kingdom and the San Diego Zoo. The moves were based on each Species Survival Plan overseen by the AZA.

SAVING ALABAMA ANIMALS FROM EXTINCTION

The Zoo participated in three AZA Save Animals From Extinction (SAFE) programs that impact Alabama species.

- North American Monarch Butterfly
- Eastern Indigo Snake
- North American Songbird

GOING GREEN

Zoo accountant and PICA recipient Kelli Rohlman researched and implemented ways to reduce the Zoo's resource consumption and waste output. For instance, a single change of switching to touchless card readers eliminated 60 pounds of paper per year.



GOPHER TORTOISE HEADSTART PROGRAM

Nearly 100 gopher tortoises were released in the fall as part of this Alabama conservation program. The Zoo had spent the last year raising 29 of those hatchlings received from the Alabama Department of Conservation and Natural Resources. Since research shows hatchling size plays a key part in survival, young wild hatchlings were brought under expert care at several facilities for a year or two, before being released back into their natural habitat. This hands-on effort will conserve a significant keystone species found only in the southeastern United States.

AFRICAN ELEPHANTS

Lead Elephant Care Professional Shay Hoffman received a PICA grant to assist in an international study to identify factors that alter health and aging in juvenile and adolescent elephants.

ALABAMA BIODIVERSITY

Education Manager Anne Krichten, a PICA recipient, worked to improve the Zoo's educational programs in coordination with the Alabama Aquatic Biodiversity Center and Weeks Bay National Estuarine Research Reserve. The outcome will more fully represent local biodiversity, especially for freshwater mussels and snails.

GIRAFFES

Animal Care Professional Annie Butchko received a PICA grant to travel to Namibia to assist the Giraffe Conservation Foundation in tracking, recording behavior, and biopsy darting to collect DNA samples.

Ruby the reticulated giraffe





CAYENNE'S EYE

At about 10 years old, screech owl Cayenne suffered an anterior lens luxation, in which the lens slips in front of the pupil. With the lens now removed, Cayenne was relieved from the inflammation and pain.



KHAN'S DONATION

While anesthetized as part of a normal reproductive evaluation, the 10-year-old jaguar's semen was collected with assistance by Cincinnati Zoo reproductive specialists. It could play a vital role in growing the diminishing jaguar population.



JAILI'S INJECTIONS

To ease his arthritic mobility challenges, the seventeen-year-old reticulated giraffe received cutting-edge stem cell injections. The treatment works to improve the cartilage in joints and lessen the progression of the disease. The injections were old hat to Jaili, since he routinely participates in blood draws while enjoying treats.



VULCAN'S WING

Red-tailed hawk Vulcan severely injured his right wing in the wild. No longer able to fly, he came to the Zoo. But his wing continued to cause him difficulty. After veterinary staff pinioned the wing, it allowed him easier movement around his habitat.



OLIVER'S TUMOR

The oldest Sumatran orangutan in the U.S. zoo population, 42-year-old Oliver had a benign testicular tumor removed after his caretakers noted a swelling, and an ultrasound subsequently confirmed a mass. Oliver did exceedingly well under extra care by staff to compensate for his heart disease, a common ailment in older apes.

BIRD FLU

When Highly Pathogenic Avian Influenza (HPAI) showed up among Alabama's wild black vultures, the Zoo's bird caretakers had to take extreme measures to limit contact with the wild population. Seven species needed to be moved indoors, which meant they were unavailable for public viewing, including the flamingos, cranes, secretary birds (shown right), and the Alabama Wilds' native birds. The remaining populations remained in their aviaries, protected under tents. About five months later, the threat from the highly contagious disease decreased, allowing their caretakers to return all of the birds to their normal care and habitats. Not a single bird caught the deadly virus.



RECOVERY WITH THE UTMOST CARE

THE ZOO CARES FOR THE
WELL-BEING OF EACH OF
OUR ANIMALS TO THE UTMOST. WITH
OUR DEDICATED STAFF,
EXCELLENT VETERINARY CARE,
TALKS, AND INTERACTIONS,
WE'VE HELPED MANY ANIMALS
OVER THE YEARS. TO TRAIN AND
CARE FOR OUR ANIMALS,
WE'VE HAD TO LEARN A LOT.



REPAIRING THE WORLD'S BIGGEST TOOTHACHE

BULWAGI, the Zoo's patriarch of the African elephant bachelor herd, had one remaining tusk as he reached a venerable 41 years of age. Zoo veterinary staff had been monitoring the broken tusk for years. When he began packing it with mud and touching it with his trunk, his obvious discomfort signaled the time had come to extract it.

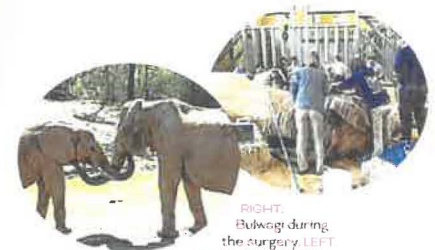
Besides the removal of the tusk itself, the anesthesia in such a large and aged animal lends new layers of complexity and risk. The Zoo brought in two known experts on this procedure from the University of Pretoria in South Africa to put Bulwagi in the best of hands.

Drs. Gerhard Steenkamp and Adrian Tordiffe made the trip across the ocean having worked together on numerous tusk extractions. Dr. Tordiffe handles anesthesia while Dr. Steenkamp leads the physical extraction of the tusk.

THE PROCEDURE

Training Bulwagi for this procedure started months in advance. His Animal Care Professionals worked with the 12,000-pound bull to make him comfortable being encircled with ropes that would guide him down onto his right side as the anesthetic took effect. This would leave his broken left tusk accessible.

Additional veterinary and animal care professionals from other AZA institutions around the country accepted the Zoo's invitations to help. Everyone was assigned a task. The cooperative effort led to a smooth anesthesia and successful extraction, with the total procedure taking just over three hours. Once the anesthetic reversal agents were given, Bulwagi was standing and eating within minutes, as if nothing had happened. He soon returned to continue leading his herd of two young bulls, Luti and Gadze, into adulthood.



RIGHT: Bulwagi during the surgery. **LEFT:** Bulwagi greets his young charge, 14-year-old Gadze.

Glow Wild

Larger-than-life illuminated lantern figures marked the wintry return of Glow Wild held mid-November through mid-January. The hand-painted silk objet d'arts represented wild flora and fauna from around the world. Zoo guests were mesmerized by glowing fields of blossoming flowers, soaring birds, towering elephants, and fire-spitting dragons — some looming up to 30 feet high!



RESURGENCE OF CELEBRATIONS

ZOO MARKED THE RETURN TO ONSITE EVENTS AFTER THE PANDEMIC SHUT DOWN MUCH OF OUR OUTREACH TWO YEARS AGO.

WILD AT HEART

A new addition to the Zoo's celebrations, Wild at Heart was the largest fundraising effort of the year. Held September 8th and presented by First Horizon Bank, the event enticed guests to deck themselves out in "wild chic" attire — feathers, stripes, spots, and scales — and offered animal encounters, food, an open bar, and live music.

ENDANGERED SPECIES DAY

Giveaways, family fun, and educational talks connected zoo-goers with helping conserve wildlife in Birmingham and around the world through AZA's Saving Animals From Extinction (SAFE) programs. Held May 20th, participants learned about pollinators, making seed pods to attract them, counting caterpillars, and the Zoo's butterfly habitat.

FARM DAY

Zoo guests learned about the care of farm animals as well as conservation efforts for native wildlife at the annual affair held the third Saturday of April. The event included sheep shearing, identification using biofacts, wool spinning, and farm-related events from ALFA young farmers and 4-H Clubs. Even the Zoo's tractors were showcased.

ZOO BREWS

The seventh Zoo Brews in mid-April showcased beer from a dozen craft breweries as well as tasty fare from local food trucks and the Zoo's Wild Burger restaurant. Delighted adults sampled each brewery's offerings for a penny each, donated to the Emergency Animal Fund. Full-size brewskies were also available.

HOOTS & HOWLS

Hoots & Howls, the Zoo's daytime Halloween event, delivered a 5-star boo rating for three consecutive weekends in October. Sponsored by Publix Super Market Charities, the celebration invited guests to come costumed and ready to ride the Haunted Red Diamond Express Train, hop on the Protective Cobweb Carousel, collect sweets on the Candy Trail, and do the Monster Mash at a DJ-led dance party. Naturally, the Zoo's ambassador animals put the "treat" in the trick-or-treat fun.

'TAILS IN THE TRAILS

Specialty cocktails, live music, delicious food, and a silent auction marked the May 6th event hosted by the Birmingham Zoo Junior Board. Guests reveled in such animal encounters as Flamingo Mingle, Giraffe Feeding, Elephant Enrichment, Lion Bone Feeding, and Bongo Keeper Chat. Proceeds benefited the new Cougar Crossing habitat.

OKTOBERFEST

Seasonal autumn brews, live polka music, enticing food, and the crowning of Mr. and Mrs. Oktoberfest charmed guests at this inaugural event. German fare included a build-your-own bratwurst station hosted by Nourish 205, as well as food truck offerings and concessions from the Zoo's Wild Burger. Lawn games added to the festivities.

WILD AT HEART | L TO R

Alex Morton, First Horizon Birmingham Market President; Rosemary Alexander, Event Co-Chair; Chris Pfefferkorn, Zoo President & CEO; Birmingham Mayor Randall Woodfin; Event Co-Chair Stephanie Cooper; Nancy Collat Goedecke, representing the Collat and Goedecke families as Event Honorary Chairs; and Event Co-Chair Anthony C. Hood.



2022 VOLUNTEERS

WE CANNOT SAY ENOUGH ABOUT
THE COMMITMENT OF THESE 141
VOLUNTEERS. THEY SAVE OVER 14,000
HOURS THIS YEAR TO HELP THEIR ZOO.

teen volunteers

Kaashvi Anand
Jeaneya Andrews
Josue Anzueto
Leo Baker
Colin Bennett
Caitlyn Bingel
Sriram Birur
Ethan Brasher
Adriana Britt
Alivia Button
Jakayla Byrd
Alexis Carmichael
Taylor Carmichael
Homero Castillo
Krish Chintareddy
Chandler Diamond
Lila Discua
Jake Dunn
Maggie Dutton

Kayla Evans
Katie Ezekiel
Haley Forester
Edward French
Lily Fu
Mo Gard
Amelia Goeman
Poppy Grant
Sunny Grant
Sophia Green
Braedon Hall
Sunni Harkley
Kennedy Harris
Maddie Hazelrig
Noah Hendrix
Jackson Herron
Morgan Hjetland
William Hofer
Hailey Howard
Rebecca Howard
Ejatou Jallow
Maryam Khan

Hailey Kim
Silver King
Katie Laney
Keyon Lewis-Sayles
Vincent Lin
Ellie McElroy
Matthew McGuire
Zara McKelvey
Crawford Merriman
Madison Miller
Caroline Moore
Melany Morgan
Evelyn Murphree
Bailyn Murphy
Kevin NeSmith
Charlene Ngamau
Miriam Norman
Ashley Ordenez
James Parris
Misha Patel
Emily Phillips
Whitley Phillips
Farima Pournia
Galvin Powell
Zander Price
Sophia Rabbideau

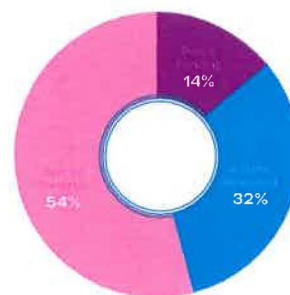
Grant Rieder
Madison Rigdon
Mary Robb
Cameron Samford
Grey Seymour
Caleb Shannon
Laila Sibley
Rachel Simmons
Andrea Smith
Maddie Smith
Libby Soong
Mary Stephens
Kathleen Stone
Robert Stringfellow
William Stringfellow
Kendal Taylor
Hannah Timmons
Ava Tolbert
Pablo Velez Garcia
Oona Vickery
Evan Wagoner
Olivia Walker
Matthew Wang
Autumn Ward
Laylah Williams
Reese Williams
Kayleigh Wood
Hannah Wright

adult volunteers

Louise Abroms
Nathan Adair
Susan Alexander
Dottie Ammon
James Arnold
Bill Ashley
Linda Barnard
Jenine Bastas
Emma Baughn
Sarah Baumgartner
Sidney Brantley
Carolyn Brockman

Cynthia Brooks
Naomi Buklad
Dee Burrow
George Butler, Jr.
Jasmine Cai
Klarke Campbell
Ronnie Chapleau
Ty Clark
Joan Crawford
Madeline Crowson
Lindsay Davis
Gina Dempsey
Gracia Diaz
John Doggett
Alana George
Frances Gilroy
David Gleason
Brooke Harris
Mary Hayes
Sally Hirschberg
Marilyn Jent
Wei Ji
Virgil (Ray) Kicker
Sarah Laney
Hayden Langewisch
Jeffrey Layton
Logan Leverett
Denise McClay
Lindsay McCormick
Caroline Miller
Morgan Monroe
Becky Neuberger
Nita Oliver
Betsy Postlethwait
Eric Simons
Emily Steber
Larry Stephens
Theresa Stephens
Marcella Thompson
Kristina Valladares
Becki Vance
Steven Williamson

2022 FINANCIALS



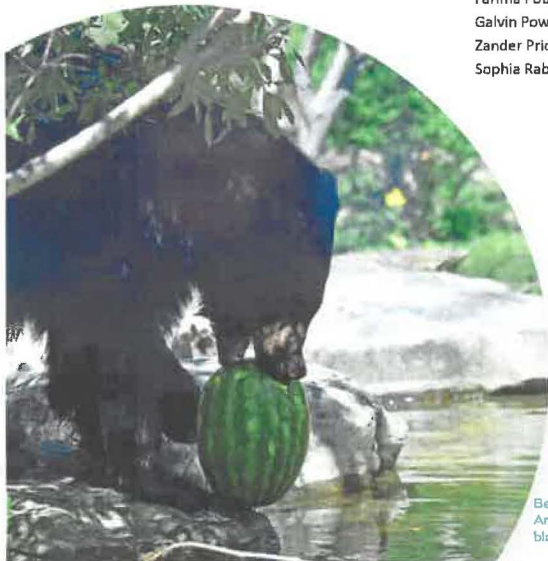
UNRESTRICTED DOLLARS

Unrestricted Income for Operations	
Contributions and Public Funding	\$2,066,350
Earned Revenue (admission, membership, rides, events)	\$8,102,615
Assets Released from Restrictions	\$4,765,150
Total Income	\$14,934,115
Total Operating Expenses	\$12,494,916
Net Operational Income	\$2,439,199

RESTRICTED DOLLARS FOR DESIGNATED PROJECTS

Restricted Income	\$2,000,314
Release of Restricted Income	\$4,765,150
Change in Restricted Funds	(\$2,764,836)

L TO R: tawny
frogmouth birds;
Plump Sidney the
shingle back skink;
American alligator;
Bob the bobcat



Betula the
American
black bear



On the
blue-bellied
roller

2022 IN-KIND GIFTS

Anonymous
ABC 33/40
Dr. and Mrs. James M. Abrams
Alabama Adventure &
Splash Adventure
Alabama Ballet
Alabama Hoops
Alabama Power Company
Alabama School of Real Estate
Alys Stephens Center
Art by Margaret Anne
At Home Furnishings
Atlanta Braves
Avondale Animal Hospital
B. Bayer & Co. Monogramming
and Gifts
Bandwagon Sports
Barber Motorsports Park
Ms. Linda M. Barnard
Bijou
Birmingham Legion FC
Birmingham Zoo Volunteers
Birmingham Zoo, Inc.
Blueprint on 3rd
Brick & Tin
Brixx Pizza
Bromberg & Company, Inc.
Brookwood Shell Gas Station
Butter Gourmet Cookies
Cahaba Brewing Co.
Caldwell-Flake Interiors, Inc.
Carrie Pittman Hill Art
Carrigan's Public House
Downtown
Cayenne Creative
Christen Colvert Art
Mr. and Mrs. Bobby Collier
Collier's Nursery
Concepts & Associates
Cook Store of Mountain Brook
Country Club of Birmingham
Cox Pools Service
Curated Birmingham
Dear Southern Lady
Dentons Sirote
Design Supply
Details by Liz Hand Woods
Details Lawn Care
Diamonds Direct

Dogtopia of Homewood
Mckenzie Dove
Dread River Distilling
Eighteenth Street Orientals
ETC Jewelry Accessories
Ex Voto Vintage
Exceptional Foundation
Fab'rik Homewood
Fairhope Brewing Company
Mr. Rolan Fields
Finklepott's Original Fairy Hair
Fixtures & Finishes
Fleet Feet
Full Moon Bar-B-Que
Genesis Nail Spa
Ms. Rae Gibson
Go Shop Em's
Good Grit Magazine
Grand Bohemian Hotel
Mountain Brook
Gunn Dermatology
Gus Mayer Shoe Salon
Hammett
Hazel House
Heights Dermatology &
Aesthetics
Henhouse Antiques
Hibiscus House, LLC
Mrs. Kathryn Hill
Holland & Birch
Homewood Toy and Hobby
Hoover Tactical Firearms
Hop City Craft Beer and Wine
Inline Lighting
Iron City Live
Irontribe
James Kennedy Events
Jamey Reed Fine Art
JB & Co.
Jimmy John's
Kevin Roberts Photography, LLC
Key Circle Commons
Koplon Implant & Family
Dentistry
Laney's Place, LLC
Laurel-Dawn Corner Studio
Left Hand Soap Co
Leon Loard Oil Portraits
Let's Play Birmingham
Levy's Fine Jewelry
Little Hardware
Little Professor Bookshop
Little Sweet's Cookies
Mr. David M. Loper and
Mr. Tom Barnett
M.G. Style

Magic City Needlepoint
Mr. David Malone
Mr. and Mrs. Scott Martin
Mason Music Studios
Ms. Linda M. Massey
Mayfield Dairy Farms
Mason McCulley
Mr. and Mrs. Kerry McInerney
Mr. and Mrs. Lee McKinney, Jr.
Mr. and Mrs. Adam Mestre
Mon Ami, LLC
Moultrie Products
Mountain Brook Chamber of
Commerce
Mountain High Outfitters
Mr. Wally Nail III
Nail-Daniels Animal Hospital
Nashville Zoo at Grassmere
Neighbors Ice Cream
Oak Street Garden Shop
Oak Street Hair Group
Ocean Restaurant
Olexa's
On The Boulevard Designs
Heights Dermatology &
Organic Health
Otey's Tavern
Paige Albright Orientals
Papa's Strippers Adventures
Park West
Pastry Art Bake Shoppe
PBJ Works
Pelham Civic Complex
Laura Pennebaker
Mr. and Mrs. Chris Pfefferkorn
PGA Tour Superstore
Piggly Wiggly Homewood
Pine Tree Country Club
Please Reply
Pradco Outdoor Brands
Mr. Arthur Price
Protective
Rebecca Brown's Baby &
Children's Boutique
Red Diamond Coffee and Tea
Company
Redmont Distilling
Renew Dermatology
Renewal by Andersen
Rex Harris Fine Jewelry
Chrissy Richards
Mr. Tim Rocks
Rojo
Sanders Jewelry
Selwood Farm
Shelby County Humane Society

Mr. and Mrs. Dannelly J. Shelton
Sikes Children's Shoes & Jack n'
Jill Shop
Mrs. Lacey Simmons
Snoozy's Kids Store, Inc.
Southeastern Salvage Home
Emporium
Spire
Sportswear
Standard Heating and Air
Conditioning Co., Inc.
Stash Birmingham
Stella Blu
Ms. Beverly J. Stewart
Sugar, Inc.
Swoop
Taco Mama
Tailored Sportswear
Taziki's
The Fitness Center
The Knight School
The Tanks Store
The Peachie Spoon
The Retreat Day Spa
The Travel Studio
Thomas Andrew Art Studio &
Gallery
Three Dimensional Dog
Tito's Handmade Vodka
Trader Joe's
Treeline Expeditions LLC
Tricia's Treasures
Trifusion
Troy Rhone Garden Designs
Ms. Elizabeth Tullos
University Pickers - Leeds
Urban Air Trampoline &
Adventure Park
Urban Cookhouse
Valley Hotel Homewood
Vaughan and Company, LLC
Mr. Joseph M. Waites Jr.
Mr. and Mrs. Todd Weiss
Ms. Salena Whalen-Stalker
Whole Dog Market of Homewood
X4 Fitness
Yoga Lab Birmingham
Zoo Atlanta
Zulu Nyala Group

* deceased

TRIBUTES & MEMORIALS 2022

IN HONOR OF

Louise Abrams

Alabama Power's generosity
Lincoln Berisha
Dr. John S. Bivona
Dr. Cynthia Brooks
Linda and Steve Burian
Ann Butler
Buzz
Brandie & Cory Cardwell
David and Susan Celvern
Charles A. Collat
Carol Cowley
Emily Williams Dunn
Thomas George Edwards
Kevin and Grayson Gessert
Nancy C. Goedecke

The Harmon Kids

Barnes Harrelson
Lindsey Herron

Evelyn and Jack
Jami de Jesus
Roy Knight
David Loper and Tom Barnett
Tara Mazer
Frances & Finn Nunnelley

Noah Pearson
Allie James Schaeffer
Thomas and Leigh Ann Sisson
Rebecca Smith
The Marchman Smith Family
For my children, grandchildren,
and great grandchildren
Cornelia W. Watts
Ophelia and Imogen Weaver
Heather Williams
Cade Wise
Charles C. Wright
Adam Brooks and the elephants
Birmingham Zoo staff & volunteers
The Birmingham Zoo Animals

Moyo the rhino

DONATED BY

Paul & Glenda Nagrodski
David & Mary Kimerling
Grace Harrelson
Jim & Peggy Yates
Shannon Drawhorn
George, Jessica, Alica, and Thomas Lane
Don & Janine Hagan
The Bob Butler Family
Timothy Robertson
Randy & Christy Little
Don & Janine Hagan
Dr. Lanny & Ricki Kline
Eric A. Bergquist
Jay & Kathy Skinner
James & Beverly Burks
Laura Gessert
Michael & Amy Saag and Family
Pat Weil and Family
Dr. Lanny & Ricki Kline
David & Jean Kassouf
Dr. Elizabeth M. Staley and
Dr. Danny Harmon
Shelley Wallace
Tim & Cynthia Timmerman
Peggie Sharp
Laurie Hicks
Dr. Dante de Jesus
Emily Knight
David M. Loper
Carole Mazer
Dr. Andrea Jansen
Kevin & Amanda Sokol
Dewey & Lauren White
Caroline Yelding
Andrew & Lindsay Robison
Patrick, Lisa, and Rylee Greene
Richard & Claudia Pearson
John & Allison Bentley
William & Dianne Morgan
Dr. Karen McCaffery
Martha N. Smith

Marla Torme
Carl Watts
Nancy L. Pekera
Terry & Tresa Hulsey
Jamie Lucca
J. Ann R. Wright
Dr. William & Lisa MacLean
Dr. Melvin & Deborah Oakley
Lynn Guy
Peter & Lori Reich
Clark Maxwell
William & Rochelle Thrift
Don & Holly Barton
Whitney Mason
David and Amy Tubre
Barbara Reed

IN MEMORY OF

Robert Neil Bish
Darby & Bailey
Jerry Gilroy
Herbert S. Harvill
Don H. Moore
Jane Williamson Nelson

Joyce Ann Wallace Ott

"Gram" Sharon Owens
Sue Ellen Pospisil
Rachel and in honor of
her son, William
Charles Sharp
Will Sullivan
Barbara Wesley
Betty White

Lynn Wilmoth
Akili the lion

DONATED BY

Margaret Bish
Marla Torme
Brookwood Medical Auxiliary, Inc
Janice T. Harvill
Priscilla M. King
Leslie Brown Harding
ProxsysRX, Inc. Employees
Casey Snider Denson
David Seitz
Robert & Lindsey McClure
Katie Petrella
DJ Chandler
Theresa Koehler
Margie Thames
Sawyer, Thatcher, Penny, & Jennifer
Jerome & Janice Howell

Don & Holly Barton
Peggie Sharp
Donna Sullivan
Patrick Bryant
James & Phyllis Bayes
William & Dianne Morgan
Glenda Dumas
Dawn Lacey
James & Heather Stuckey
Will Cousins
Jessica Brister
Paige Brendle
Lou Barbeau
Nancy Shannon
Rebecca Johnson
Matt Hunter & Carolyn A. Brockman
Dr. Gary Johnson
Elaine Taliaferro
Frank & Becki Vance
Beth Slaboda

Is your name missing or misspelled?
You're important to us! Please let us
know: (205) 909-4562
lcollins@birminghamzoo.com



Flora & Fauna
the dwarf
Nigerian goats

CORPORATE PARTNERS

OUR GRATITUDE TO THOSE CORPORATE & COMMUNITY PARTNERS WHO HELPED MAKE THE WAY IN 2022 FOR THE BEST IN ANIMAL CARE.

**WILD AT HEART
PRESENTING
PARTNER**



**ELEPHANT
PARTNERS**
(\$20,000+)



**Charles & Estelle
Campbell
Foundation**



Medical Properties Trust

GIBBON PARTNERS

(\$5,000+)

AmWINS Group
Balch & Bingham LLP
Birmingham Coca-Cola Bottling Company
United, Inc.
Brasfield & Gorrie, LLC
Burr & Forman LLP
Capstone Real Estate Investments, LLC
Consolidated Pipe & Supply Co, Inc.
CRC Group
CS Beatty Construction, Inc.
Goodwyn Mills & Cawood, Inc.
JOHN 3:16
Maynard Cooper & Gale
Motion Industries, Inc.
Nall-Whitely Foundation
P & C Carroll Foundation
Rives Construction Co, Inc.
SHKO Medicine, LLC
Southern Sky Aviation, LLC
SSA Group
Steward Machine Co., Inc.
Taylor + Miree Construction, Inc.
The Thompson Foundation

Vulcan Industrial Contractors Co., LLC
Vulcan Value Partners, LLC
Warren Averett

RED PANDA PARTNERS

(\$3,500+)

Baker Donelson
Bradley Arant Boult Cummings LLP
Bryant Bank
Cobbs Allen
Double Oak Mountain Animal Hospital
Dunn-French Foundation
Encompass Health
GLMV Architecture
Gunn Dermatology
Jemison Investment Co., Inc.
Jimmy John's
Lightfoot Franklin & White
Luanne & Joe Sanders
McWane, Inc.
Medjet Assistance, LLC
Stark Exterminators
The Charles and Chappell Miller Family
Foundation
University of Alabama at Birmingham

FISHING CAT PARTNERS

(\$2,500+)

Adam Mestre and Family
Angelica Rohner Pediatric Dentistry
Aquatic Gardens, Inc.
Brandino Brass Co.
Bright Future Electric, LLC
Butler Snow LLP
Cadence Bank
Capstone Communities
CBRE
Concepts & Associates
Cowin Equipment Company, Inc.
Drummond Company, Inc.
Edwards Chevrolet
Fleetio
Grandview Medical Center
Gray's Roofing and Tree Service
Hand Arendall Harrison Sale, LLC
Mayer
Meeks Environmental Services, LLC
Mrs. Stratton's Salads, Inc.
New Capital Partners
New Latitude Moving & Storage
Ray & Poyner Properties, Inc.

ORANGUTAN PARTNERS

(\$10,000+)

**Deshazao
Foundation**



**The Jerry Thomas
Holton, Jr.
Charitable Fund**



**THE
THOMAS E.
JERNIGAN
FOUNDATION**



Red Clay Technology Group

Retail Specialists, LLC
Robins & Morton
Ruth and Hank Spencer
Southland Transportation Group
Standard Furniture and Mattress
Standard Heating, Cooling, and
Plumbing
The Stewart Perry Company, Inc.
The Thomas and Bebe Goodrich
Charitable Fund
Viva Health, Inc.
Vulcan Tire & Automotive

RED-CROWNED CRANE PARTNERS

(\$500+)

AmFirst
Bates, Roberts, Fowlkes & Jackson
Insurance
Brookline Capital Partners, LLC
Business Interiors, Inc.
Cory Watson Attorneys
Hatcher Schuster Interiors
HNS Partners LLC
Hunter & Tom Chapman
Jim Andrews, Capital One Multi
Family Finance
Lakeview Risk Partners, LLC
Law Orthodontics
Next Level Graphics
Oakworth Capital Bank
Pearce, Bevil, Leesburg, Moore, PC
Proxsys RX, LLC
Red Mountain Law Group
Taco Mama
Telecom Transport Services
The Harris Family
The Holton Family Foundation
The Welch Group
Urgent Care for Children
Watson Bruhn Builders, LLC
Webster Henry
White Arnold & Dowd P. C.
White Plume Technologies
Williams Blackstock Architects, PC

PEACOCK PARTNERS

(\$1,000+)

Alexander Dentistry
Anonymous
Arlington Capital Advisors
ASH Renovations, Inc.
Bama Utility Contractors, Inc.
Borland Benefield, PC
BRAWCO
Covenant Sales, Inc.
Development Solutions
Dyer Holdings, LLC
Gresham Smith
Hannah & Browning Thornton
Jennifer & Jimmy Ard
Joe Lee Griffin Foundation
Joey and Carla DuMontier
Kathy and Mat Whatley
Medical Business Management
Paycom
Retail Strategies, LLC
RxBenefits
Southern States Bank
Stringfellow Lumber Co., LLC
Surgical Care Affiliates
Tacala, LLC
Tractor & Equipment Company
Veritas Medical Real Estate
Advisors
Village Pet Care PC
Vowel and Associates
Vulcan Security Systems
Webb Payroll Service, Inc.

*Become a Birmingham Zoo
Corporate Partner. Contact us:
lcolins@birminghamzoo.com
(205) 909-4562*



Spud the
African
crested
porcupine

2022 SPECIAL PROGRAMS PARTNERS*

Alabama Power ZooSchool

Alabama Power Foundation • *Presenting Sponsor*
• *Supporting Sponsors*
Children's of Alabama
Comer Foundation
Honda USA Foundation/American Honda Foundation
Leon Aland Family Foundation
Redmont Park Historic District Foundation
SouthState Bank
Wells Fargo

Education Programs

Birmingham Water Works Board • *Presenting Sponsor*
Holle Family Foundation
Nick's Kids Foundation
Spire
Wells Fargo

Fairytales and Frogs 2022

Homewood Pediatric Dentistry • *Table Presenter*
Renewal by Andersen • *Table Presenter*
State Farm-The Marketing Arm • *Table Presenter*

Full Moon Bar-B-Que Adventure Tower

Full Moon Bar-B-Que • *Presenting Sponsor*

Glow Wild 2022

Abogados Centro Legal (Harris & Associates Law) • *Supporting Sponsor*
Baker Camp Arnold Capital Management • *Supporting Sponsor*
UAB Callahan Eye • *Supporting Sponsor*
Renewal by Andersen • *Table Presenter*

Hoots & Howls 2022

Public Super Markets Charities • *Presenting Sponsor*
Goldfish Swim School - Hoover • *Table Presenter*
Renewal by Andersen • *Table Presenter*
State Farm-The Marketing Arm • *Table Presenter*

Military Admissions

Trinka Davis Foundation

Pancakes & Princesses

Homewood Pediatric Dentistry • *Presenting Sponsor*

Red Diamond Sea Lion Show

Red Diamond Coffee and Tea Company • *Presenting Sponsor*

Spire Safari Challenge

Spire • *Presenting Sponsor*

Sundaes in the Park

Mayfield Dairy Farms • *Presenting Sponsor*

UAB Callahan Eye Wildlife Stage

UAB Callahan Eye • *Presenting Sponsor*

Zoo Birthday Parties

Great American Cookies • *Presenting Sponsor*

ZooBrews 2022

Clark Holmes Smith • *Presenting Sponsor*
Renewal by Andersen • *Table Presenter*
State Farm-The Marketing Arm • *Table Presenter*

*Gifts of \$500 or more Jan 1 - Dec 31, 2022

OUR ENDLESS GRATITUDE TO OUR 2022 BIRMINGHAM ZOO INVESTORS

\$500,000+

City of Birmingham
Hugh Kaul Foundation
Jefferson County Commission
Mr. and Mrs. Larry Wojciechowski

\$100,000+

Daniel Foundation of Alabama
Lucille S. Beeson Charitable Trust
Mrs. Lois Luther
Trinka Davis Foundation

\$50,000+

Community Foundation of
Greater Birmingham
Ms. Nancy C. Goedecke

\$20,000+

Charles and Estelle Campbell
Foundation
Mr. and Mrs. Donald M. James
Poarch Band of Creek Indians
Susan Mott Webb Charitable Trust

\$15,000+

Manna Fund
Mr. and Mrs. Gary York

\$10,000+

Anonymous
Birmingham Coca-Cola Bottling
Company United, Inc.
CAWACO RCBD Council, Inc.
City of Homewood
City of Mountain Brook
Mr. and Mrs. Skip Cooper IV
Deshazo Foundation
Shelby County Commission
Mr. and Mrs. Michael Yester

\$5,000+

Anonymous
Mr. and Mrs. Richard J. Bielen
Mr. and Mrs. Luther Boudra
Mrs. Jane H. Brock
Mr. and Mrs. George B. Butler, Jr.
City of Vestavia Hills
Victoria Collum
Mr. and Mrs. Mark A. Crosswhite
Mr. and Mrs. Stephen Jackson
Mr. and Mrs. Emmett McLean
Mr. and Mrs. Andrew J. Meehan
Nick's Kids Foundation
Mr. and Mrs. Jake Nolen
Dr. and Mrs. Melvin L. Oakley
Mrs. Martha N. Smith
Spirie
The Butcher Fund
Wells Fargo

\$1,000+

Dr. and Mrs. James M. Abrams
Anonymous
Mr. and Mrs. Anthony Anselmo
Bay Pine Property Management LLC
Bill and Betty Jordan Family Fund
Birmingham Jewish Foundation
Ms. Sherry Bishop
Ms. Elna Brendel
Dr. Cynthia Brooks
Mr. and Mrs. James Broyles
Ms. Barbara Chapman
Mr. John Cowin
Mr. and Mrs. Stewart M. Dansby
Mr. and Mrs. Hartwell H. Davis, Jr.
Mr. and Mrs. Donnie Dobbins
Enterprise Holdings Foundation
Dr. Wayne Finley
Dr. and Mrs. Winfield Fisher III
Mrs. Dorothy I. Fletcher*
Mr. and Mrs. Jon Glover
Mrs. Elena Glover
Goodrich Foundation
Mr. Robert Goodwin III
Mr. and Mrs. David Grigsby
Dr. and Mrs. Peter Hendricks
Dr. Elton Hurst and Mr. John Waddy
Jefferson County Community
Service Fund
Mrs. Virginia G. Johnson
Mr. and Mrs. Bill Jones
Mr. and Mrs. Austin Kane
Dr. and Mrs. Charles Katholi
Ms. Lee Keeling
Mr. and Mrs. Abraham Kunin
Mr. Philippe W. Lathrop and
Ms. Judy Crittenden
Mr. David M. Loper and Mr. Tom
Barnett
Mr. and Mrs. Scott Martin
Mr. and Mrs. William Morgan
Ms. Elaine Morgan
Mr. and Mrs. Dodd Mullican
Mr. and Mrs. Eddie Nichols, Jr.
Mr. and Mrs. Ruffner Page
Ms. Jo Paley
Dr. and Mrs. Dennis G. Pappas, Sr.
Ms. Martha Pezrow
Mr. and Mrs. Steve Phillips
Mr. and Mrs. Jerry Powell
Mr. Kenneth Price
Mr. and Mrs. James L. Priestler
Mr. and Mrs. Peter C. Reich
Mr. and Mrs. Allen Ritchie
Mr. and Mrs. David Robinson
Rotaract Club of Birmingham
Rotary Club of Shades Valley
Mr. Allen and Mrs. Varina*
Rushton, Jr.
Mr. and Mrs. Thomas E. Sisson
Doctors Pelly and Amanda Soong
Southern Imagination Foundation

Mrs. Carolyn E. Stadlander
Mr. and Mrs. Gaston Stein
Mr. and Mrs. John S. Steiner
Mr. and Mrs. Bryson D. Stephens
Mr. and Mrs. W. Michael Strickland
Ms. Susan Sumpter
Mr. and Mrs. Barry Sykes
Mr. and Mrs. James Thomas
Mr. and Mrs. Ingram D. Tynes, Sr.
United Ability
Mr. and Mrs. W. Michael Warren, Jr.
Mr. and Mrs. Todd Weiss
Mr. and Mrs. William B. Welden
Mr. George* and Mrs. Elizabeth
Wilbanks
Mr. and Mrs. Charles Wilkinson
Mr. and Mrs. Coke Williams
Mr. Chris Williams and Ms. Krystal
Drummond

\$500+

Mr. Richard Adams
Mr. Eddie* and Mrs. Kay Aldridge
Ms. Dottie Ammon
Anonymous
Mr. Robert D. Armes and Ms.
Christa Marks
Dr. Cathy Ayers
Ms. Linda M. Barnard
Mr. and Mrs. Jon Berneuter
BHT Charitable Foundation, Inc.
Mr. and Mrs. Thomas Boulware
Mr. Gordon Brewer, Jr.
Ms. Cathy Burres
Mr. and Mrs. David N. Carroll
Ms. Lauren Christopher
Mr. and Mrs. Mike Coffey, Sr.
Ms. Julia Compton
Mr. and Mrs. Collier Craft
Mr. and Mrs. Neil Davis
Dr. Ross and Mrs. Catherine* Davis
Mrs. Phyllis A. Deinlein
Mr. and Mrs. Harold B. Dunn
Mr. and Mrs. Douglas Eckert
Ms. Carol Fiedler
Freshwater Land Trust
Mr. Hubert Goings, Jr.
Goldenrod Fund
Mr. and Mrs. Chris Goldschmidt
Mr. and Mrs. Elias Hendricks, Jr.
Mr. and Mrs. Stephen R. Hunt, Jr.
Mr. and Mrs. John J. Jansen
Mr. and Mrs. Walter F. Jones, Jr.
Joseph H. and Reva Engel Foundation
Mr. and Mrs. Tom Killian
Dr. and Mrs. Lanning B. Kline
Mr. Lawrence Kondel
Mr. and Mrs. Benny LaRussa, Jr.
Mr. and Mrs. Darrell F. Lucas
Dr. and Mrs. Michael Lyster
Dr. and Mrs. William McLean
Dr. Jonathan H. Waddell and

Ms. Lexa Magnus
Mr. and Mrs. Vince McAleer, Jr.
Mr. and Mrs. Billy McGowen
Mr. and Mrs. Bill McMullen
Dr. and Mrs. Gary Monheit
Dr. Jeanette Monroe
Mr. and Mrs. Paul M. Nagrodzki
Mr. Wally Nall III
Ms. Rebecca L. Neuberger
Mr. and Mrs. Claude Nielsen
Mr. and Mrs. R.J. Peeler III
Mr. and Mrs. John Pfaudler
Mr. and Mrs. Bruce F. Rogers
Dr. Merle Salter
Ms. Frankie Schaffer
Mr. and Mrs. Tom Somers
Mr. and Mrs. Marvin Stanford
Ms. Elaine Taliaferro
Mr. and Mrs. Robert Thompson
Mrs. Christina B. Tidwell
Trust
Mr. and Mrs. David Tube
Uday and Peggy Bhate Foundation
Universal Limited
Mr. James* and Mrs. Lorita Winkates
Mr. and Mrs. Charles C. Wright

\$250+

Ms. Allison Arnett
Ms. Anne G. Baker
Miss Rachel Barnes
Mr. and Mrs. Don Barton
Ms. Jenine Bastas
Ms. Darby Benefield
Dr. and Mrs. John S. Bivona
Bright Funds
Ms. Rachel Brunswick
Mr. and Mrs. Jeramie Burns
Mr. and Mrs. James Collins
Mr. and Mrs. Stephen G. Collins
Mr. and Mrs. Dane Cooper
Mr. and Mrs. Devin C. Dolive
Mr. and Mrs. Paul Elkourie
Ms. Vicki Ellenburg
Mr. and Mrs. Bernard Frei
Ms. Leslie Gallo
Ms. Leslie Galloway
Mr. and Mrs. Stephen Graham
Mr. and Mrs. Don C. Hagan
Mr. and Mrs. Paul Harding
Ms. Grace Harrelson
Ms. Mary Hayes
Mr. and Mrs. Tim C. Hennessy, Jr.
Mr. Bruce Lyon Holt
Mr. William J. Hughes
Mr. and Mrs. Robert L. Jackson, Jr.
Dr. Gary Johnson
Mr. and Mrs. Hallett Johnson IV
Mr. and Mrs. Tom Johnson
Mr. and Mrs. Joseph R. Kacmarynski
Mr. and Mrs. David P. Kassouf
Mr. Virgil R. Kicker

Ms. Tracey Lakins
Mr. and Mrs. Bruce Ludwig
Mr. and Mrs. Ladd Mark
Ms. Lynn D. McDonald
Mr. and Mrs. William F. Miller, Jr.
Nall-Whately Foundation
Dr. Christina Ochsenbauer
Mr. Elton Posey
Ms. Nancy Price
Mr. and Mrs. Chuck Redden
Mr. David Reese
Ms. Susan Reid
Mr. and Mrs. Vaughn Rives
Ms. Jane R. Ross
Dr. and Mrs. Michael Saag
Ms. Jean Sherlock
Mr. Ryan Shipman
The Honorable and Mrs. Gray M.
Borden
Mr. and Mrs. Daniel Troceen
Mr. and Mrs. Glen Turton
Mr. Stringer Vogtle
Ms. Janet Yother
Mr. and Mrs. John Ziegler
Ms. Dorothy Ziegler

\$100+

Mr. Hal Abrams
Mr. and Mrs. Ralph F. Alexander
Mrs. Virginia Allgood
Ms. Ruth Alsbrooks
Anonymous
Mrs. Sara Baker
Ms. Anita Baker
Ms. Sherry Baldwin
Mr. Peter Baron
Mr. and Mrs. Robert Baxley
Ms. Elaine Beck
Mr. Steven Birns and Ms. Joan L.
Munn
Ms. Elise Bodenheimer
Mr. and Mrs. Mark Bowen
Miss Kayla Bowman
Ms. Melanie Bridgeforth
Mr. Tom Broach
Ms. Haia M. Brown
Mr. Patrick Bryant
Mrs. Derry Bunting
Mr. and Mrs. James Burks
Mr. and Mrs. Randy Burleson
Ms. Laurie Burney
Ms. Donna Byrne
Mr. and Mrs. Brian D. Judd
Mr. and Mrs. Ron Kern
Ms. Priscilla M. King
Mr. William Kingsborough
Dr. Julie Kline
Ms. Emily Knight
Ms. Deb Kornegay
Mr. and Mrs. Jack Lowther
Ms. Mary Anne Majerik
Mrs. Alice B. Major

Mr. and Mrs. Dan Colahan
Dr. and Mrs. Charles Colvin
Mr. and Mrs. Allen Cory
Ms. Betty Cowin
Mr. and Mrs. Gerald Creager
Mr. and Mrs. Gerald Dake
Dr. Dante de Jesus
Ms. Lu-Anne DeHoney
Ms. Carolyn Delk
Mrs. Casey M. Snider Denson
Mrs. Kristie Dobelbower
Dr. and Mrs. William H. Dodson
Mr. William D. Drinkard
Ms. Caroline Drummond
Mr. and Mrs. Marc A. Eason
Ms. Elaine Eggers
Mr. and Mrs. Jason Epstein
Mr. and Mrs. R. Glenn Eubanks
Ms. Beverly B. Evans
Mr. and Mrs. Charles Ferlisi
Ms. Georgianna Fischer
Ms. Emily Forrester
Ms. Nancy Forshaw
Ms. Anita Galuszek
Ms. Dorothy Gerard
Ms. Laura Gessert
Ms. Tammy Glover
Mr. and Mrs. Glenn Goedecke
Mr. and Mrs. Charles Goslin
Mr. and Mrs. James C. Gray III
Mr. Christopher D. Greene
Mrs. Yolanda Hargraves
Mr. and Mrs. James E. Harris
Mr. and Mrs. Philip Hartline
Mrs. Janice T. Harvill
Mr. and Mrs. Joseph R. Hensley
Ms. Carla T. Hill
Mr. and Mrs. Thomas Hines
Ms. Sally Hirschberg
Mrs. Mary T. Hoff
Ms. Marjane Hudson
Mr. Matt Hunter and Ms. Carolyn
A. Brockman
Ms. Carol Huntington
Mr. and Mrs. Larry Ingram
Mr. and Mrs. Greg Jackson
Mr. Forrest C. Jackson
Mr. and Mrs. Norman Jetmundsen, Jr.
Mr. and Mrs. Wayne Johnson
Dr. and Mrs. Don Jones
Ms. Sara B. Jones
Mr. and Mrs. Brian D. Judd
Mr. and Mrs. Ron Kern
Ms. Priscilla M. King
Mr. William Kingsborough
Dr. Julie Kline
Ms. Emily Knight
Ms. Deb Kornegay
Mr. and Mrs. Jack Lowther
Ms. Mary Anne Majerik
Mrs. Alice B. Major

Mrs. Barbara B. Mandy
Mr. and Mrs. Charles E. Manogue
Mr. and Mrs. Robin C. Marcum
Mr. and Mrs. Mike Massey
Mr. Clark Maxwell
Ms. Louise Mayo
Miss Melissa Mayo
Ms. Carole Mazer
Landon & Garrett McLevaine
Mr. Dennis McLevaine
Mr. and Mrs. James L. Merrell
Mr. and Mrs. David Middlebrooks
Ms. Sally Milby
Ms. Eleanor K. Milender
Mr. and Mrs. David J. Minor
Miss Bethany Minshew
Mr. and Mrs. Phillip Monroe
Ms. Abbie Montgomery
Ms. Allison Montgomery
Ms. Beth A. Moore
Ms. Katherine Moore and
Ms. Josephine C. Moore
Mr. and Mrs. Allan Morris
Mr. and Mrs. William Murphy
Ms. Donna R. Myers
Mr. and Mrs. David Nelson, Jr.
Mr. and Mrs. David Norris
Dr. Emily Omura and Ms. Ann Omura
Ms. Julie Parker
Mr. and Mrs. Daniel Parnell
Mr. Thomas Pearce
Mr. and Mrs. Richard Pearson
Ms. Katie Petrella
Ms. Patty A. Pilkerton
Mr. and Mrs. Randy Pittman
Mr. and Mrs. Peter A. Poerschke
Mr. Robert Porter
Mrs. Ashley Potts
Dr. and Mrs. J.A. Powell
Ms. Pamela Prestidge
Mr. Goode Price III
Mr. and Mrs. Ronnie Prine
Mr. Timothy Robertson
Ms. Mel D. Robinson
Mr. and Mrs. Robert L. Rodwell
Ms. Kelli Rohlman
Ms. Elizabeth Rybka
Mr. and Mrs. Carl Sanders, Jr.
Ms. Leah Scalise
Dr. Trenton Schoeb and Ms.
M. Margaret Juliana
Dr. and Mrs. James E. Sedlis
Mr. and Mrs. Johnny R. Self
Mr. and Mrs. John L. Shaia
Mrs. Peggie Sharp
Ms. Rebecca Shell
Mr. David Sherer
Mr. and Mrs. William E. Shine
Mrs. Richard Simmons, Jr.
Mr. and Mrs. Eric Simons
Mr. Robert Sipe
Mr. and Mrs. James Skillen



Naga the sailfin

Ms. Holly Smith
Mr. Carl S. Smith
Ms. Betty O. Snoddy
Ms. Bari Sokol
Ms. Camille Sprattling
Ms. Cynthia S. Sproull
SS&C Technologies
Ms. Anna Altz-Stamm
Mr. and Mrs. Bruce W. Steele
Mr. and Mrs. Charles Stein
Ms. Mary Stewart
Dr. Linda and Mr. Jeffrey Stone
Mr. Matt Stoops and Ms. Dratha
Neumann
Ms. Sara Stromeyer
Mr. and Mrs. William F. Swoger
Ms. Sarah Tarwater
Ms. Cosondra F. Taylor
Ms. Jennifer Teed
Mr. and Mrs. Tim Timmerman
Mrs. Marla Torme
Mr. and Mrs. Benjamin J. Troncalli, Jr.
Truitt Insurance & Bonding, Inc.
Ms. Anna Underwood
Mr. and Mrs. Ellis Walker
Mr. and Mrs. Doug W. Watkins
Mr. and Mrs. Charles Watkins
Mr. and Mrs. Carl A. Watts
Mrs. Pat Weil
Mr. and Mrs. Roger Wentowski, Jr.
Dr. Jennifer S. White
Mr. J. Mark White and Ms. Carol
Ann Hobby
Ms. Alice F. Wilson
Mr. Matthew Wood
Mr. and Mrs. James Worrell
Mr. Clark Worrell
Mr. and Mrs. Thacher Worthen
Mr. and Mrs. Alfred Yeager
Ms. Melanie Young
Mr. and Mrs. Mark Zaharko
Mr. and Mrs. Melvin M. Zivitz

THANKS ALSO

to the 1,100 additional friends who
made important gifts each up to
\$99. VISIT birminghamzoo.com/about-us/annual-reports to view
those friends.

* deceased

Is your name missing or misspelled? You're important to us! Please let us know: (205) 909-4562 or icollins@birminghamzoo.com

Beeson Wildlife Legacy

The Beeson Wildlife Legacy recognizes those who have made lasting gifts to the Birmingham Zoo through their bequest or other planned gift. The name honors Mrs. Lucille S. Beeson, a lawyer and philanthropist known for her incredible generosity, and for whom the Beeson Way walkway around Henley Park was named. She thoughtfully donated the Zoo's first planned gift, demonstrating her abiding love for all animals.

We gratefully recognize these members of the Beeson Wildlife Legacy —

- Anonymous
- Linda Barnard
- Lucille S. Beeson Charitable Trust
- Cynthia and George Butler
- Dr. John Durr Elmore*
- William R. Foster, DVM and Jean Cecil
- Nancy C. Goedecke
- Cissy Jackson
- Estate of Ingeborg M. Johnson*
- Jerry D. Kimbrough
- Estate of John R. Miller*
- Estate of Frank Joseph Nuckols*
- William T. Ratliff, Jr.*
- Barbara Ingalls Shook Foundation
- Jane and Kevin Tavakoli
- Estate of Ruth Watkins*
- Lynn O. Wilmoth*
- Phyllis and Larry Wojciechowski

* deceased

HAVE YOU NAMED YOUR BIRMINGHAM ZOO IN YOUR WILL OR ESTATE PLAN? PLEASE LET US KNOW WHEN YOU DO AT: LCOLLINS@BIRMINGHAMZOO.COM OR (205) 909-4562

STAFF EXCELLENCE

THE BIRMINGHAM ZOO CONTINUALLY BENEFITS FROM THE KNOWLEDGE AND SKILLS OF THE STAFF WHO CARE FOR THE ANIMALS AT THE ZOO.

Amy Toman advanced her farrier skills in the **Zoo Hoofstock Trim Program**. Annie Kaspar and Kelsey Moore traveled to the **Cheyenne Mountain Giraffe Workshop** in Colorado Springs.

Dr. Rachel Turner attained the **veterinary board certification**.

Scott Kayser attended the **Felid Taxonomic Advisory Group (TAG)** which provides leadership for maintaining healthy, sustainable populations of wild cat species in AZA-accredited facilities worldwide.

Amanda Polsen and Vaughan Moore attended the virtual **Advancing Bear Care Conference**.

Amy Toman was elected to the **Rhinoceros Taxonomic Advisory Group (TAG) Steering Committee** of the AZA conservation plan to manage rhino populations in AZA-accredited facilities worldwide.

Steph Beard and Mya Montrella passed the **state licensing Veterinary Technician National Exam (VTNE)**.

SENIOR MANAGEMENT

Chris Pfefferkorn
President & CEO

Hollie Colahan
Deputy Director

Jennie Whitman
Chief Financial Officer

Leigh Laser Collins
Vice President of Development

Stephanie McCain, DVM, Dipl ACZM
Director of Animal Health

Amy Rutherford
Vice President of Education

Tiffany McClendon
Staff Learning & Inclusion Manager

Mollye Nardi
General Curator

Kim Loging
Human Resources Manager

2022 JUNIOR BOARD

Executive Committee

Grace Harrelson, *President*
Thomas Nelson, *Vice President*

Xeris Gregory, *Secretary*

Brandon Stewart, *Corporate Partners Chair*
Gabe Harris, *Advisor*

Junior Board

Louis Anderson	Aaron Nelson
Holton Bell	Michael Nix
Phil Carroll	Ashley Posey
Cameron Conner	Ashley Robertson
Krystal Drummond	Tripp Salem
Jayna Goedecke	Dan Shelton
Carson Jones	Paul Simmons
Liz Kerr	Annie Somerville
Megan Latham	Ebee Tullos
Katy Lincoln	Stringer Vogtle
Adam Mestre	Caroline Walker
Walter Monroe	Warner Watkins
Claiborne Morris	

2022 BOARD OF DIRECTORS

Executive Committee

Nancy Collat Goedecke
Chair

Thomas E. Sisson
Vice Chair

Austin Davis
Treasurer

Lee McKinney
Secretary

Robert Aland
Immediate Past Chair

Ex-officio

Grace Harrelson
Junior Board President

Chris Pfefferkorn
President & CEO

Emeritus

Arthur C.P. Henley

Colin H. Luke

Michael D. Thompson

Jesse S. Vogtle, Jr.

Development Committee

Robert Aland

Alexia Borden

Karen Carroll

Joey D. DuMontier

Nancy Collat Goedecke

Tim Hennessy, Jr.

Randall W. Jordan

Mary Pat Lawrence

David M. Loper

Jennifer McInerney

Lee McKinney

Wally Nall III

John S. Steiner

Thacher Worthen



A spicebush swallowtail in the Butterfly Pavilion



Cranberry the red-flanked duiker



**MEET MYLA, THE
NEW ADDITION TO
THE ZOO'S FAMILY
OF SOUTHERN
BLACK HOWLER
MONKEYS.**

Birmingham Zoo, Inc.
2630 Cahaba Road
Birmingham, AL 35223
205-879-0409
BIRMINGHAMZOO.COM

INSPIRING
PASSION TO
CONSERVE THE
NATURAL WORLD

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: ~~MM~~ / ~~DD~~ / ~~MM~~

BIRMINGHAM ZOO INC
2630 CAHABA RD
BIRMINGHAM, AL 35223

Employer Identification Number:
62-1231591
DLN:
17053237046010
Contact Person:
DAVID A DOEKER ID# 31168
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

BIRMINGHAM ZOO INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

BIRMINGHAM ZOO INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.


You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Steven T. Miller". The signature is fluid and cursive, with the first name "Steven" and last name "Miller" clearly distinguishable.

Steven T. Miller
Director, Exempt Organizations

Charitable Contributions - Substantiation and Disclosure Requirements

UNDER THE NEW LAW, CHARITIES WILL NEED TO PROVIDE NEW KINDS OF INFORMATION TO DONORS. Failure to do so may result in denial of deductions to donors and the imposition of penalties on charities.

Legislation signed into law by the President on August 10, 1993, contains a number of significant provisions affecting tax-exempt charitable organizations described in section 501 (c)(3) of the Internal Revenue Code. These provisions include: (1) new substantiation requirements for donors, and (2) new public disclosure requirements for charities (with potential penalties for failing to comply). Additionally, charities should note that donors could be penalized by loss of the deduction if they fail to substantiate. **THE SUBSTANTIATION AND DISCLOSURE PROVISIONS APPLY TO CONTRIBUTIONS MADE AFTER DECEMBER 31, 1993.**

Charities need to familiarize themselves with these tax law changes in order to bring themselves into compliance. This Publication alerts you to the new provisions affecting tax-exempt charitable organizations. Set forth below are brief descriptions of the new law's key provisions. The Internal Revenue Service plans to provide further guidance in the near future.

Donor's Substantiation Requirements

Documenting Certain Charitable Contributions. — Beginning January 1, 1994, no deduction will be allowed under section 170 of the Internal Revenue Code for any charitable contribution of \$250 or more unless the donor has contemporaneous written substantiation from the charity. In cases where the charity has provided goods or services to the donor in exchange for making the contribution, this contemporaneous written acknowledgement must include a good faith estimate of the value of such goods or services. Thus, taxpayers may no longer rely solely on a cancelled check to substantiate a cash contribution of \$250 or more.

The substantiation must be "contemporaneous." That is, it must be obtained by the donor no later than the date the donor actually files a return for the tax year in which the contribution was made. If the return is filed after the due date or extended due date, then the substantiation must have been obtained by the due date or extended due date.

The responsibility for obtaining this substantiation lies with the donor, who must request it from the charity. The charity is not required to record or report this information to the IRS on behalf of donors.

The legislation provides that substantiation will not be required if, in accordance with regulations prescribed by the Secretary, the charity reports directly to the IRS the information required to be provided in the written substantiation. At present, there are no regulations establishing procedures for direct reporting by charities to the IRS of charitable contributions made in 1994. Consequently, charities and donors should be prepared to provide/obtain the described substantiation for 1994 contributions of \$250 or more.

There is no prescribed format for the written acknowledgement. For example, letters, postcards or computer-generated forms may be acceptable. The acknowledgement does not have to include the donor's social security or tax identification number. It must, however, provide sufficient information to substantiate the amount of the deductible contribution. The acknowledgement should note the amount of any cash contribution. However, if the donation is in the form of property, then the acknowledgement must describe, but need not value, such property. Valuation of the donated property is the responsibility of the donor.

The written substantiation should also note whether the donee organization provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good-faith estimate of the value of the goods or services. In the new law these are referred to as "quid pro quo contributions."

Please note that there is a new law requiring charities to furnish disclosure statements to donors for such quid pro quo donations in excess of \$75. This is addressed in the next section regarding Disclosure By Charity.

If the goods or services consist entirely of intangible religious benefits, the statement should indicate this, but the statement need not describe or provide an estimate of the value of these benefits. "Intangible religious benefits" are also discussed in the following section on Disclosure By Charity. If, on the other hand, the donor received nothing in return for the contribution, the written substantiation must so state.

The present law remains in effect that, generally, if the value of an item or group of like items exceeds \$5,000, the donor must obtain a qualified appraisal and submit an appraisal summary with the return claiming the deduction.

The organization may either provide separate statements for each contribution of \$250 or more from a taxpayer, or furnish periodic statements substantiating contributions of \$250 or more.

Separate payments are regarded as independent contributions and are not aggregated for purposes of measuring the \$250 threshold. However, the Service is authorized to establish anti-abuse rules to prevent avoidance of the substantiation requirement by taxpayers writing separate smaller checks on the same date.

If donations are made through payroll deductions, the deduction from each paycheck is regarded as a separate payment.

A charity that knowingly provides false written substantiation to a donor may be subject to the penalties for aiding and abetting an understatement of tax liability under section 6701 of the Code.

Disclosure by Charity of Receipt of Quid Pro Quo Contribution

Beginning January 1, 1994, under new section 6115 of the Internal Revenue Code, a charitable organization must provide a written disclosure statement to donors who make a payment, described as a "quid pro quo contribution," in excess of \$75. This requirement is separate from the written substantiation required for deductibility purposes as discussed above. While, in certain circumstances, an organization may be able to meet both requirements with the same written document, an organization must be careful to satisfy the section 6115 written disclosure statement requirement in a timely manner because of the penalties involved.

A quid pro quo contribution is a payment made partly as a contribution and partly for goods or services provided to the donor by the charity. An example of a quid pro quo contribution is where the donor gives a charity \$100 in consideration for a concert ticket valued at \$40. In this example, \$60 would be deductible. Because the donor's payment (quid pro quo contribution) exceeds \$75, the disclosure statement must be furnished, even though the deductible amount does not exceed \$75.

Separate payments of \$75 or less made at different times of the year for separate fund-raising events will not be aggregated for purposes of the \$75 threshold. However, the Service is authorized to develop anti-abuse rules to prevent avoidance of this disclosure requirement in situations such as the writing of multiple checks for the same transaction.

The required written disclosure statement must:

- (1) inform the donor that the amount of the contribution that is de-

ductible for federal income tax purposes is limited to the excess of any money (and the value of any property other than money) contributed by the donor over the value of goods or services provided by the charity, and

- (2) provide the donor with a good-faith estimate of the value of the goods or services that the donor received.

The charity must furnish the statement in connection with either the solicitation or the receipt of the quid pro quo contribution. If the disclosure statement is furnished in connection with a particular solicitation, it is not necessary for the organization to provide another statement when the associated contribution is actually received.

The disclosure must be in writing and must be made in a manner that is reasonably likely to come to the attention of the donor. For example, a disclosure in small print within a larger document might not meet this requirement.

In the following three circumstances, the disclosure statement is not required.

- (1) Where the only goods or services given to a donor meet the standards for "insubstantial value" set out in section 3.01, paragraph 2 of Rev. Rroc. 90-12, 1990-1 C.B. 471, as amplified by section 2.01 of Rev. Proc. 92-49, 1992-1 C.B. 987 (or any updates or revisions thereof);
- (2) Where there is no donative element involved in a particular transaction with a charity, such as in a typical museum gift shop sale.
- (3) Where there is only an intangible religious benefit provided to the donor. The intangible religious benefit must be provided to

the donor by an organization organized exclusively for religious purposes, and must be of a type that generally is not sold in a commercial transaction outside the donative context. An example of an intangible religious benefit would be admission to a religious ceremony. The exception also generally applies to de minimis tangible benefits, such as wine, provided in connection with a religious ceremony. The intangible religious benefit exception, however, does not apply to such items as payments for tuition for education leading to a recognized degree, or for travel services, or consumer goods.

A penalty is imposed on charities that do not meet the disclosure requirements. For failure to make the required disclosure in connection with a quid pro quo contribution of more than \$75, there is a penalty of \$10 per contribution, not to exceed \$5,000 per fundraising event or mailing. The charity may avoid the penalty if it can show that the failure was due to reasonable cause.

Please note that the prevailing basic rule allowing donor deductions only to the extent that the payment exceeds the fair market value of the goods or services received in return still applies generally to all quid pro quo contributions. The \$75 threshold pertains only to the obligation to disclose and the imposition of the \$10 per contribution penalty, not the rule on deductibility of the payment.



Department of the Treasury
Internal Revenue Service
Publication 1771 (11-93)
Catalog Number 20054Q

Internal Revenue Service
1111 Constitution Avenue, NW
Washington, D.C. 20224

Bulk Rate
Postage and Fees Paid
IRS
Permit No. G-48

RESOLUTION NO. 2023-162

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

ADOPTED: This 9th day of October 2023.

Council President

APPROVED: This 9th day of October 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Contract for Services

Fiscal Year 2024

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama Municipal corporation ("City"), and the Birmingham Botanical Society, a nonprofit corporation organized under the laws of the State of Alabama ("Contractor").

Whereas, City desires to increase the learning opportunities for students in its school system including:

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits and learning laboratories are not available in the Mountain Brook school system; and

Whereas, City has agreed to pay Contractor the sum of ten thousand dollars (\$10,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to Contractor the sum of ten thousand dollars (\$10,000.00), upon execution of this contract for services for one year from date of execution and receipt of the Contractor's annual report for the fiscal year ended September 30, 2023.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
 - a. Contractor will continue to provide City students with a variety of free science curriculum-based field trips. The trained docents provide activities which are based on Alabama Course of Study: Science
 - b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation
 - c. Field trips are for students in grades Kindergarten (K) through High School, inclusive
 - d. The following field trips* are available during the following months:

Native American Area	September-November March-May
Dr. George Washington Carver	September-November
Garden Gates Workshop (Plant Propagation)	January-February
Tropical Rain Forest	March-May
Alabama Woodlands (Interdependence)	September-November March-May
Secret Life of Trees	September-November March-May
Plants: Inside Out	September-November March-May
Pollinator Observation	March-May

*Field trip topics are subject to change in order to coincide with the Alabama Course of Study and the needs of teachers in Jefferson County.

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays
 - f. Schools shall select the students that will attend the Contractors' field trips. The Contractor shall not be responsible for providing transportation
 - g. Schools shall contact the Contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the Contractor
 - h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip
 - i. The City and the Contractor shall each monitor the number of students that attend the Contractor's field trips and shall agree to reconcile the number at the end of the Contract period
 - j. The Contractor will engage with sophomore-through-senior City high school students
 - k. Select field trips will be made available virtually in English and Spanish
 - l. City Chamber of Commerce shall seek additional opportunities with the Contractor
3. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent Contractor and

none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.

4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of Contractor's obligations under this Contract; and (b) any claim that the Contract funds were improperly paid by City to Contractor.
5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the City.
6. If Contractor fails to comply with the provisions of the Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.
7. The Contractor and the representative of the Contractor who executes this Contract, by the execution of the Contract, certify that:
 - a. no part of the Contract funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;

- b. neither the Contractor nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of the certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Contractor shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Birmingham Botanical Society has caused this Contract to be executed by it duly authorized Executive Director on Oct. 3, 2023, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on Oct. 3, 2023, but this Contract shall be effective as of October 1, 2023.

Birmingham Botanical Society, Inc.

By: _____

It's Executive Director

City of Mountain Brook

By: _____

By: It's Mayor



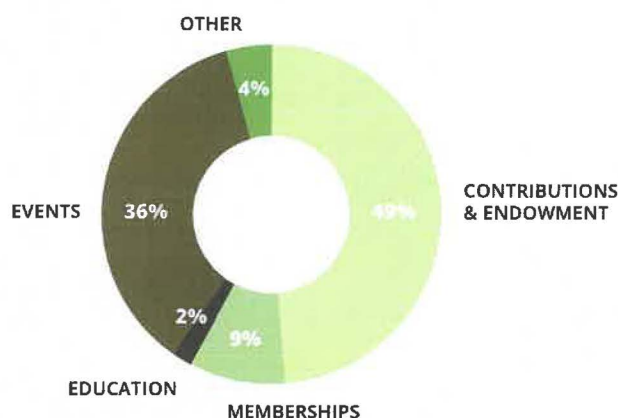
A N N U A L R E P O R T

A Celebration of Friendship at the Gardens *Since 1962, Birmingham Botanical Gardens has served as a cherished place of respite, a meaningful connection to nature, and a vibrant source of plant, gardening, wellness, and environmental education thanks to your ongoing commitment to this invaluable community resource. We extend our sincere gratitude to all who support our mission through donations, event sponsorships, memberships, honorary and memorial tributes, planned giving, and gifts to specific programs. Thank you for helping us grow a greener tomorrow.*

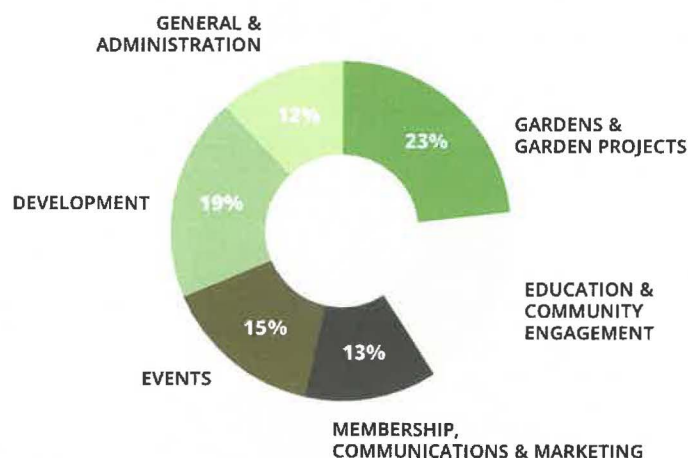
TOGETHER WE GROW.

A facility of Birmingham Park and Recreation Board, Birmingham Botanical Gardens is the result of a public/private partnership between the City of Birmingham and the nonprofit Friends of Birmingham Botanical Gardens. For nearly 60 years, the City and the Friends have worked side by side to fulfill the Gardens' mission. Funding from the City covers many of the Gardens' core, day-to-day operating expenses. Thanks to your generous support, the Friends has the capacity to offer a broad range of programs that inform, inspire, and enrich our community. Your contributions also enable the Friends to play a critical role in supplementing the Gardens' operational needs and ensuring the ongoing stewardship and enhancement of this beloved community treasure.

Operating Revenue \$2,479,032



Operating Expenses \$2,431,009



Source: Friends of Birmingham Botanical Gardens actual, unaudited financial statements for the 12 months January through December 2022. Operating revenue does not include investment activity and reflects several generous donor-designed gifts with multiyear impact.

FUNDRAISING, MEMBERSHIP & VOLUNTEER HIGHLIGHTS



Antiques at the Gardens, the Friends' largest fundraiser of the year, exceeded its goal for 2022, making it one of the most successful Antiques shows to date. On September 29, the Friends' 2022 Gala in the Gardens kicked off the 16th-annual Antiques at the Gardens presented by First Horizon Bank and featuring the show's first textile sponsor, Sister Parish Design. Led by 2022 co-chairs Anna Cooper, Catherine Pringle, and Mark Thompson and a committee of 150 dedicated volunteers, the four-day event featured talks by 12 nationally acclaimed interior designers, floral designers, architects, landscape architects, and furniture designers, as well as 22 celebrated antiques dealers from across the country.



The Friends expanded annual member households by 9% through on-site and virtual membership drives including piloting a new Membership Month initiative in March. An impressive array of local nurseries, garden centers, and flower shops lend their support with participation in our member partner discount program.



Our volunteer program increased service hours by 13% over 2021 as we continue to leverage volunteer passions and skills to support the Gardens and all that this inspiring green space makes possible.



The Friends' Junior Board raised more than \$10,000 for the Friends' summer Native Plant internship through sponsorships, ticket sales, and in-kind support for our inaugural Rosé in the Roses.



2022 PROGRAM HIGHLIGHTS

Year after year, your dedication and support allow us to fulfill our mission: to protect, nurture, and share the wonders of Birmingham Botanical Gardens. Because of your commitment, the Friends achieved these milestones in 2022.

Protecting the Gardens' Wonders

The Friends continued to support the ongoing care and maintenance of the Gardens by working to bridge the gap between limited City funding and the Gardens' operational needs. Examples of garden support made possible by the Friends during 2022 include turf care and water feature maintenance, the purchase of plugs for bedding plants and pine straw mulch for garden beds, and many renovation and upgrade projects throughout the Gardens.

During the first half of 2022, the Kaul Wildflower Garden benefited from a vigorous process of editing its planting areas by removing a significant amount of invasive or undesirable trees and shrubs. Guided by a garden management plan developed in concert with noted landscape architect Thomas Rainer, this preparatory work paved the way for an eagerly awaited planting phase that began in the fall of 2022, which saw the addition of 106 native trees and shrubs to the garden. In addition, several exciting new projects were initiated, including the creation of inviting flagstone overlooks and replacement of rotting wood timber steps with beautiful stone stairsteps throughout the garden, as well as the start of an "Oak-Pine Savanna" habitat project, aimed at establishing an open grassland ecosystem.

In 2022, our Gardens Support team undertook new ventures in the Southern Living Garden aimed at further developing the collection. During the spring, they devoted their efforts to completely mapping the existing garden to scale, generating a basemap in AutoCAD to guide their design efforts. They established a partnership with the Plant Development Services Inc., who supplied all the plant material for the upcoming redesign of the Southern Living Plant Collection Border, scheduled for installation in the spring of 2023. The team also continued to enhance existing plantings by adding layers of seasonal interest, including the planting of almost 2,000 tulip bulbs.

In addition to these significant garden projects, the Friends coordinated an on-site consultation with landscape architect Harriet Henderson focused on proposed Japanese Garden projects and enhancements. Based in the Philadelphia area, Harriet studied Japanese Garden design in Kyoto, Japan, and is an authority on Asian gardens. She is a frequent lecturer at such distinguished horticultural institutions as Longwood Gardens, the Morris Arboretum, and the Pennsylvania Horticultural Society.

The sculpture collection at the Gardens was expanded with two new sculptures by Cordray Parker: *Untitled* in the Fern Glade Garden and *Encounter* in the Crape Myrtle Garden. These works were generously gifted by the artist's wife, Loni Parker, and join Cordray's existing work located in the Hill Garden, titled *Nike*.

Nurturing the Gardens' Wonders

The Friends collaborated with Huntsville Botanical Garden and Bellingrath Gardens and Home on developing professional workshops to support elementary school teachers as they work to implement STEM (Science Technology Engineering & Mathematics) themed lessons in their classrooms. In addition, the three gardens designed a STEM for Kids series to engage K-6th grade students. All sessions were scheduled to pilot in 2023.

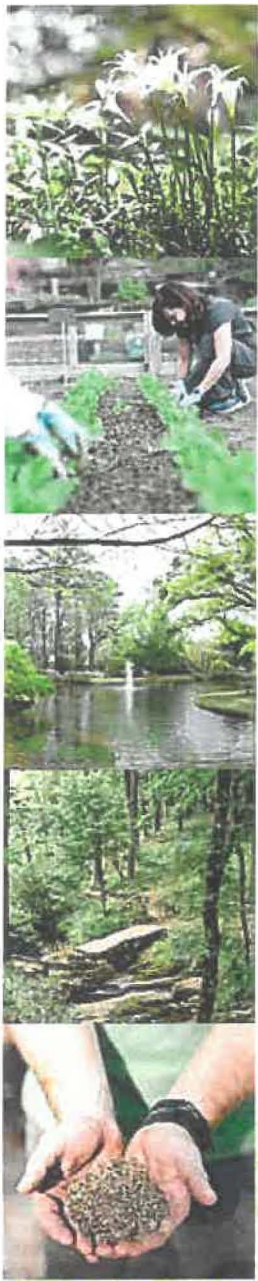
Designed to promote a love of reading, creativity, and gardening, the Friends initiated a free, weekly Storytime at the Gardens for preschool-age children and their caregivers. Offering a welcome alternative to screen time, Storytime offers the added benefits of visiting the Gardens and being outdoors.

The Friends continued its efforts to cultivate the next generation of horticulturists and plant scientists by hosting two college interns with an interest in public gardens during summer 2022. The program combines hands-on experience, specially arranged field trips, and the opportunity to pursue an independent research project related to their interests. Our Rotary Club of Shades Valley Intern researched propagation methods of the critically endangered Tutwiler's Spleenwort (*Asplenium tutwilerae*), one of the eastern USA's rarest species of ferns. Our Native Plant Intern studied the techniques of fungiculture, creating and installing a demonstration area of "mushroom logs."



The Friends of Birmingham Botanical Gardens has earned a 2023 Platinum Seal of Transparency with Candid. View our nonprofit profile: [guidestar.org/profile/63-0495111](https://www.guidestar.org/profile/63-0495111)





Sharing the Gardens' Wonders

The Friends launched a new website to replace the Gardens' previous site originally constructed over 15 years ago. The new site includes a responsive, mobile-friendly design, fresh photos and videography, a new Gardens map, updated garden descriptions, a comprehensive calendar for programs and events, and featured seasonal plants. The new site showcases the natural beauty and diversity of the Gardens' 26 garden spaces; new and enhanced educational programs; and the benefits and impact of membership, giving, and volunteer service.

In June 2022, the Friends donated close to 1,100 herbs and vegetable plants to various organizations committed to the betterment of our local community through a diverse set of programs and efforts such as educational outreach, urban gardening, and food relief efforts. With these donations, each organization expanded its capacity to serve Birmingham-area residents, and we are grateful to be a part of their meaningful work.



In 2022, we were honored to join our partners in the Blue Skies Green Spaces Collaborative—The Birmingham Zoo, Freshwater Land Trust, Railroad Park Foundation, Red Mountain Park, Ruffner Mountain, Southern Environmental Center, and the Vulcan Park & Museum—as well as the Alabama Trails Foundation, Birmingham Historical Society, and Birmingham Southern College to host special Birmingham-area festivities as part of a nationwide celebration of the 200th anniversary of the birth of landscape design pioneer Frederick Law Olmsted.

Olmsted, often called the founder of American landscape architecture, led the way in preserving and conserving publicly accessible green spaces at a time when urban areas throughout the United States were being developed and growing by leaps and bounds. His work and guiding principles touched thousands of landscapes across the country—including many in Birmingham—and continue to inspire new generations of landscape planners and conservation-minded organizations everywhere.

THANK YOU!

The impact and very existence of this beloved urban oasis are thanks to the support of a community that cares. Please visit bbgardens.org/annualgiving for a list of donors, corporate sponsors, and philanthropic members who supported the Friends with cumulative gifts of \$1,000 and above between January and December 2022. Thank you for making our important work possible.



FRIENDS
of Birmingham
Botanical Gardens

Friends of Birmingham Botanical Gardens*
Funding Request
City of Mountain Brook



FRIENDS
of Birmingham
Botanical Gardens

Every year more than 330,000 people visit Birmingham Botanical Gardens but keeping this peaceful respite open and blooming to all every day of the year, is just a portion of what the Friends of Birmingham Botanical Gardens (the Friends) does for our region. Across its 67.5 acres and 25 specialty gardens, the Friends helps cultivate and protect Alabama's rich natural heritage, growing and propagating many rare and endangered endemic plants. The Gardens is an important part of our region's biodiversity as well as a beautiful asset to Jefferson County.

The Gardens is a public/private partnership between the City of Birmingham's Park & Recreation Board, who own the grounds and provide for general gardening, and the non-profit Friends of Birmingham Botanical Gardens who provide for special projects, beautification, outreach, as well as conservation and education programs. Some examples of what the Friends does includes free science education experiences for school children, growing and donating over 2,000 lbs. of fresh vegetables annually to those feeding the food insecure, adding irrigation throughout the Gardens to maintain our collections, rejuvenate the rhododendron garden into a native rhododendron jewel box, and more.

A grant of \$10,000 would go toward advancing the programs of the Friends that enrich the community and make the Gardens such an asset to Central Alabama. In particular, Mountain Brook schools have been deeply involved in Discovery Field Trips, free hands-on science education that connects students' in-class learning to real world experiences. Since the pandemic we have focused on expanding our scholastic reach by producing virtual and on-demand content. In the last year, based on feedback from participants, the demand has shifted to a return to in-person programming. In 2023/2024 we are dedicated to providing programming at the Gardens and expanding access to return to pre-pandemic capacities. Funding would specifically go toward updating materials used in educational experiences and the areas in which they take place.

In addition, we are focusing this year on providing STEM professional development for elementary school teachers. These workshops will take place this summer and are free to all City of Mountain Brook elementary school teachers, helping support and implement STEM themed lessons in their classrooms.

On the physical grounds, we are in the midst of reimagining our Kaul Wildflower Garden, the largest collection of native southeast flora in the U.S., to recreate the unique habitats to showcase where these special plants flourish. In addition, we are working to unify our edible plant areas into a "Culinary Corridor" bolstering our vegetable garden, apiary, herb terrace, and adding a fruit orchard, with all food grown donated to the Foundry and Community Kitchens. Both of these projects will create educational opportunities and a place to classes to gather when learning about current offered topics like George Washington Carver and Native American farming techniques.

Since 1962, Birmingham Botanical Gardens has welcomed visitors from across the region and around the world to explore the Gardens' botanical treasures, enjoy nature, learn about plants, gardening, and the environment, and connect with friends and family. A \$10,000 award would go toward continuing to connect the people of Vestavia Hills to nature in this unique cultural landmark through the many important programs of the Friends. This includes providing the award-winning Discovery Field Trips, free e-learning courses, calming virtual tours, free gardening seminars, virtual and self-guided field trips with materials for teachers, and more.

Friends of Birmingham Botanical Gardens respectfully requests support in the amount of \$10,000 from the City of Mountain Brook to help underwrite these free education programs. Funds will support materials, administrative costs, equipment, maintenance of gardens, and professional development teacher workshops.

We ask you to join us once again in supporting our gardens, education, and volunteerism programs, helping us enrich visitors' minds, bodies, communities, their present, and their futures.

A facility of the Birmingham Park & Recreation Board, Birmingham Botanical Gardens is a public/private partnership between the City of Birmingham and the nonprofit Birmingham Botanical Society, Inc., dba Friends of Birmingham Botanical Gardens, the mission-driven, membership-based organization.

RESOLUTION NO. 2023-163

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Prescott House subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

ADOPTED: This 9th day of October 2023.

Council President

APPROVED: This 9th day of October 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CONTRACT FOR SERVICES

Prescott House Child Advocacy Center hereby proposes to provide services to the City of Mountain Brook Police Department in the form of forensic interviews, counseling, team reviews, court preparation, and court accompaniment in all reported cases alleging child abuse, child sexual abuse, and children who have witnessed violent crime.

Prescott House proposes to provide said services, and additional related services as the case may require for FY2023, October 1, 2023 through September 30, 2024.

The City of Mountain Brook agrees to compensate Prescott House Child Advocacy Center for said services in the amount of seventy-five hundred dollars (\$5,000.00) to be paid during the period stated above.

Maribeth Thomas
Maribeth Thomas, M.A., LPC-S Executive Director

October 2, 2023
Date signed

On behalf of the City of Mountain Brook, AL

Date signed

RESOLUTION NO. 2023-164

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

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation (“City”) and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation (“Chamber”). City and Chamber hereby agree as follows.

1. This Agreement shall be in effect for a period of one year (October 1, 2023 through September 30, 2024).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.
3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber’s expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City’s annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties, or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of \$130,000.00 each year from October 1, 2023 through September 30, 2024 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

Installment Due Date or Event

Upon Execution of Agreement.....	\$32,500.00
December 1, 2023.....	\$32,500.00
May 1, 2024.....	\$32,500.00
September 1, 2024.....	\$32,500.00

9. In consideration of the foregoing, Chamber agrees to provide City the following services:

- (a) provide and maintain within the Chamber organization a program for citywide economic development;
- (b) provide a professionally qualified Chamber staff to carry on the functions of Chamber;
- (c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
- (d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
- (e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, and social media content as necessary and required to promote adequately new and expanding commercial and office development within City;
- (f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies ,organizations, and individuals with similar purposes ;
- (g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
- (h) receive, study and respond to all inquires and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States -and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
- (i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;
- (j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, -civic presentations and other activities involving City and its officials;
- (k) report annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
- (l) promote communications between the City and business community for public relations and business development purposes;
- (m) assist businesses, agencies, institutions and people moving to the area; and
- (n) through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.
- (o) work in partnership with the Board of Education faculty to facilitate and coordinate the Leadership Mountain Brook curriculum and provide financial resources for initial start-up costs for projects approved by the City for implementation

10. In addition to the foregoing services to be provided by Chamber to City:

- (a) Chamber will prepare and coordinate a commercial marketing campaign for the holiday shopping season which shall encompass each of the City's primary commercial areas for the purpose of promoting the shopping in such areas.

(b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. (i.e. Highway 280 or Overton Village) which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.

(b) Chamber will conduct ongoing membership drive efforts

(c) Chamber shall continue to aggressively promote, market, and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.

(d) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

(e) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

In witness whereof, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates beneath their signatures.

ATTEST:

CITY OF MOUNTAIN BROOK

By _____
Its City Clerk

By _____
Its Mayor

Date of Execution

ATTEST:

**MOUNTAIN BROOK
CHAMBER OF COMMERCE**

By _____
Its Executive Director

By _____
Its President

Date of Execution

RESOLUTION NO. 2023-165

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Wicked Solutions with respect to the Strategic Planning Project for the City of Mountain Brook.

ADOPTED: This 9th day of October 2023.

Council President

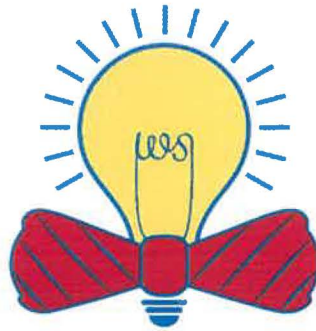
APPROVED: This 9th day of October 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 9, 2023 as same appears in the minutes of record of said meeting.

City Clerk



WICKED
SOLUTIONS

Joe A. Sumners, Ph.D.

Owner & Manager

Scope of Work

Strategic Planning Project for the City of Mountain Brook

OVERVIEW:

Dr. Joe Sumners will work with key Mountain Brook municipal stakeholders to facilitate the development the Mountain Brook Strategic Plan. The strategic plan will identify strategic issues and opportunities for the city and provide general strategies for implementation of prioritized needs.

The project is designed to answer three questions for Mountain Brook:

1. Where are we now?
2. Where do we want to be?
3. How do we get there?

PROJECT ACTIVITIES:

- Conduct an initial meeting with the Mountain Brook City Manager and other key stakeholders to discuss the planning process and to identify key issues and needs that should be reflected in the plan.
- Obtain and review the most recent strategic plan for Mountain Brook.

- ♦ Identify performance benchmarks and innovative strategies from Mountain Brook benchmark communities (throughout the U.S.)
- ♦ Develop an electronic mailing list of key Mountain Brook stakeholders.
- ♦ Gather information and opinions via electronic stakeholder surveys (Survey Monkey) to identify prioritized community issues, needs, and potential strategies.
 - **Survey One:** An open-ended survey for community stakeholders to identify opinions about key community priorities, assets, and challenges.
 - **Survey Two:** A detailed electronic survey to identify and prioritize strategic issues, goals, and potential strategies. Respondents will identify and rank community priorities and provide input on specific strategies related to:
 - ♦ **Physical Infrastructure** (Transportation, Utilities, Facilities)
 - ♦ **Human Infrastructure** (Education and Workforce)
 - ♦ **Civic Infrastructure** (Community Leadership and Citizen Engagement)
 - ♦ **Municipal Administration and Revenues**
 - ♦ **Quality of Life** (Parks and Recreation, Library, Aesthetics, Villages)
- ♦ Based on stakeholder input from surveys, develop a draft strategic plan for the city, with prioritized issues, goals, and strategies.
- ♦ Conduct strategic planning meeting(s) (about 2-3 hours) in Mountain Brook to discuss and revise the draft strategic plan. (The meeting[s] should include municipal stakeholders who have participated in electronic surveys.)
- ♦ Develop and deliver a final Mountain Brook Strategic Plan (based on input from the strategic planning session).

WORK PRODUCTS:

Mountain Brook Survey Results

- ♦ Survey One Report:
 - Mountain Brook Stakeholder Perspectives on Vision, Community Priorities, Assets, and Challenges
- ♦ Survey Two Report:
 - Mountain Brook Stakeholder Perspectives on Issues and Strategies (ranked)

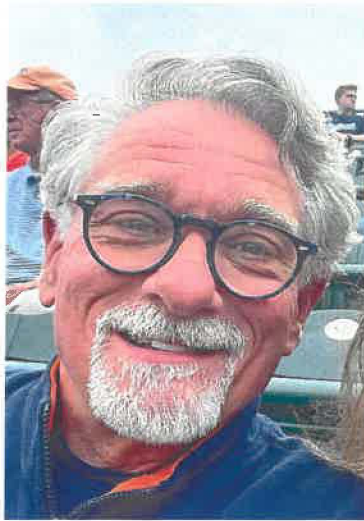
Mountain Brook Strategic Plan

- ♦ Mountain Brook Vision Statement
- ♦ Prioritized Mountain Brook Issues, Goals, and Implementation Strategies

ADMINISTRATION AND COST:

The cost for the completion of the tasks and deliverance of the strategic plan will be \$12,000, payable to *Wicked Solutions, LLC*, with \$2,000 to be paid upon project approval and the balance of \$10,000 after project completion. This cost includes all professional services, facilitation, report preparation, office, and travel expenses. Dr. Sumners will work closely with the City of Mountain Brook to ensure that project processes, activities, and products meet the needs of the client. He is flexible to make reasonable modifications in the elements in this scope of work to meet specific needs of Mountain Brook.

BIO:



JOE ARTHUR SUMNERS, Ph.D.
Owner & Manager
Wicked Solutions, LLC

Dr. Joe A. Sumners is Executive Director Emeritus of the Government & Economic Development Institute (GEDI) at Auburn University, and the Founder and Manager of *Wicked Solutions*, a consulting firm that helps clients understand and address complex problems faced by communities and organizations. *Wicked Solutions* provides research and analysis, employee and citizen training, citizen and stakeholder engagement, and strategic planning assistance to organizations and communities that want to improve economic vitality, workforce readiness, local governance, or tackle other "wicked" problems.

In July 2019, Dr. Sumners retired as Executive Director of GEDI after over 30 years in leadership positions at Auburn University. He previously served as Director of the Economic & Community Development Institute (ECDI), Director of the Economic Development Institute (EDI), and Director of Training and Research for the Center for Governmental Services (CGS). Before his tenure at Auburn, he taught political science and public administration courses at Auburn University, the University of Georgia, the University of Alabama at Birmingham, and Stephen F. Austin State University in Nacogdoches, Texas. He has also worked as a county health inspector and a high school teacher and football/basketball coach.

Dr. Sumners has presented over 800 training workshops, courses, speeches, and events for Alabama state and local elected officials, economic developers, and community leaders. He is an experienced consultant, with over 30 years of outreach experience working with communities and local governments in Alabama, with extensive experience assisting organizations and communities with strategic

planning and civic engagement initiatives. He has directed strategic planning projects in the Alabama cities of Northport, Sylacauga, Brewton, Gadsden (2 plans), Uniontown, Eufaula (3 plans), Demopolis, Headland, Valley, Hartselle, Alexander City (2 plans), Vestavia Hills, Arab, Childersburg, Guin, Fayette, Monroeville, Evergreen, Ozark, Tallassee, Ashville, and Haleyville.

He directed economic development-related strategic planning projects for Pickens County, Shelby County, Lee County, Russell County, Elmore County, Lamar County, Fayette County, Marion County, Winston County, and West Colbert County. He has provided strategic planning and facilitation assistance to many statewide associations and organizations in Alabama, including the Economic Development Association of Alabama (EDAA). He has facilitated many community roundtables and deliberative forums throughout Alabama. He directed a North Alabama Nature-based Tourism Strategic Plan for a 17-county region for the Tennessee Valley Authority. He also facilitated the development of a strategic development plan for Alabama's I-22 Corridor region, funded by the Appalachian Regional Commission.

He is the author of numerous publications on the topic of rural economic and community development, including *Beyond the Interstate: The Crisis in Rural Alabama* (January 2003) and *Crossroads and Connections: Strategies for Rural Alabama* (October 2004), and "Politics and Economic Development in the Southern Black Belt," for the *Oxford Handbook of Southern Politics* (2012).

Dr. Sumners has served as a technical advisor for statewide commissions/task forces under four Alabama governors - the Alabama Commission on Tax and Fiscal Policy Reform, Alabama Task Force on Economically Distressed Counties, Alabama Black Belt Action Commission, Alabama Rural Action Commission, Alabama Workforce Council, and Alabama Small Business Task Force. He is a founding Board member of the Alabama Communities of Excellence (ACE) Program and previously served on the Board of Directors for the David Mathews Center for Civic Life and Main Street Alabama.

He is a native of Harpersville, Alabama. He received his BS (summa cum laude) and MA degrees from Auburn University and his Ph.D. in Political Science from the University of Georgia. He is married and has two children and three grandchildren.

Contact:

3708 Quail Trace
Opelika, AL 36801
334-559-2001

sumneja@auburn.edu
www.wickedolutions.online

RESOLUTION NO. 2023-166

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230818-900] for the Mountain Brook Street Paving/Resurfacing Project in the amount of \$708,601.85 to Dunn Construction Co. having been determined by the City to have submitted the lowest bid in conformance with the expressed specifications.

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 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 October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

September 26, 2023

Project Reference: Mountain Brook Street Resurfacing Project
Bid No. B-20230818-900
Bid Date: September 22, 2023
Recommendation to Award

Mr. Gaston,

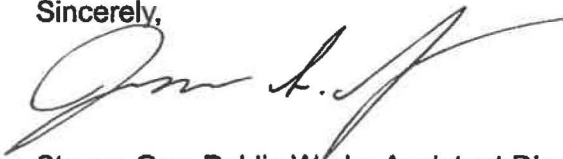
We are in receipt of the bids for the Mountain Brook Street Resurfacing for October 2023 through September 2026. In total 4 bids were received.

The apparent low bidder is Dunn Construction Co., Inc. in the amount of \$708,601.85 based on estimated quantities for 2023. Unit prices are to remain the same and can be adjusted lower or higher based on the Petroleum Index. Asphalt is a petroleum based product and it is an industry standard to bid paving projects in this manner. Our paving contracts have used this formula for approximately five years with no issues.

The submitted information appears to be in accordance with the bid requirements and the contractor has the required experience and qualifications, as stipulated in the bid documents.

Based on this, and in consideration of the conditions submitted, I recommend awarding Dunn Construction Co., Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Gay", with a stylized flourish extending from the end.

Steven Gay, Public Works Assistant Director

Cc: Ronald Vaughn
Hunter Johnston
Daniel Davis

2023 Paving Tribulations Sheet

COMPANY	CONTACT	PHONE NUMBER	BID AMOUNT	TIME & DATE
Apac Mid South	Bob Watson	1-205-612-9392	\$1,104,157	9/22/23 (10:00)
Dunn Construction	Greg Caldwell	1-205-510-0281	\$708,601.85	9/22/23 (10:00)
Wiregrass Construction	Michael Doss	1-205-620-4132	\$1,353,458	9/22/23 (10:00)
James Paving	Larry James	1-205-283-4818	\$1,025,867	9/22/23 (10:00)

Sign-in Sheet

Bid Opening

Street Resurfacing Project (B-20230818-900)

September 22, 2023 at 10 a.m.

	Company Name	Company Representative	E-mail Address	Telephone Number
1.	Wiregrass Construction	Mark Wilson	Mwilson@wiregrassconstruction.com	256-452-1426
2.	Wiregrass Construction	David Sullivan	dsullivan@wiregrassconstruction.com	(256) 670-4132
3.	James Paving Co LLC	Larry James	Larry@jamespavingcompany.com	205-283-4818
4.	Dunn Construction	Carter Pritchard	cpritchard@dunnconstruction.com	205-413-0178
5.	City	James Gay	gayj@mtnbrook.org	205-802-3870
6.	City	Scam Gaston	GASTONS@MTNbrook.org	205-802-3803
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

RESOLUTION NO. 2023-167

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230818-920] for the Mountain Brook Street Cut Repair Project in the amount of \$275.00 per square yard to Glenn Contracting and Paving Co. having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 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 October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

PUBLIC WORKS DEPARTMENT

3579 East Street
Mountain Brook, Alabama 35243
Telephone: 205.802.2390
Fax: 205.967.2631
www.mtnbrook.org

September 26, 2023

Project Reference: Mountain Brook Street Cut Repair
Bid No. B-20230818-920
Bid Date: September 22, 2023
Recommendation to Award

Mr. Gaston,

We are in receipt of the bid for the Mountain Brook Street Cut Repair for October 2023 through September 2026. Only one responsive bid was received.

The only bidder is Glenn Contracting and Paving Co., Inc. in the amount of \$275.00 per square yard. Glenn is our current contractor for this service and this bid is submitted with no additional charges from our current contract.

The submitted information appears to be in accordance with the bid requirements and the contractor has the required experience and qualifications, as stipulated in the bid documents.

Based on this, and in consideration of the conditions submitted, I recommend awarding Glenn Contracting and Paving Co., Inc.

Sincerely,

Ronnie Vaughn, Public Works Director

Cc: Steven Gay
Hunter Johnston
Daniel Davis

2023 Street Cut Repair Tribulations Sheet

COMPANY	CONTACT	PHONE NUMBER	BID AMOUNT	TIME & DATE
Glen Contracting & Paving	Mike Sharp	1-205-369-7215	Unit \$275.00 Amount \$206,250.00	9/22/23 (9:00a.m.)

Sign-in Sheet**Bid Opening****Street Cut Repair Project (B-20230818-920)****September 22, 2023 at 9 a.m.**

	Company Name	Company Representative	E-mail Address	Telephone Number
1.	CITY	SAM GASTON	GASTONS@MTNBROOK.ORG	(205) 802-3803
2.	CITY	JAMES GAY	gay.j@mtnbrook.org	(205) 802-3870
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

RESOLUTION NO. 2023-168

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230818-910] for the Mountain Brook Street Striping Project in the amount of \$465,000 to Highway Management Systems having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 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 October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

PUBLIC WORKS DEPARTMENT

3579 East Street

Mountain Brook, Alabama 35243

Telephone: 205.802.2390

Fax: 205.967.2631

www.mtnbrook.org

September 26, 2023

Project Reference: Mountain Brook Street Striping Project
Bid No. B-20230818-910
Bid Date: September 22, 2023
Recommendation to Award

Mr. Gaston,

We are in receipt of the bid for the Mountain Brook Street Striping for October 2023 through September 2026. Only one responsive bid was received.

The only bidder is Highway Management Systems, Inc. in the amount of \$465,000.00 based on estimated quantities for 2023. Unit prices are listed in Exhibit A - Contractor Bid Response Form on page 13 of Project manual. Highway Systems Inc. is our current contractor and we are very satisfied with their work.

The submitted information appears to be in accordance with the bid requirements and the contractor has the required experience and qualifications, as stipulated in the bid documents.

Based on this, and in consideration of the conditions submitted, I recommend awarding Highway Systems Inc.

Sincerely,

Ronnie Vaughn, Public Works Director

Cc: Steven Gay
Hunter Johnston
Daniel Davis

2023 Street Striping Tribulations Sheet

COMPANY	CONTACT	PHONE NUMBER	BID AMOUNT	TIME & DATE
Highway Management Systems	Jim Toner	1-205-663-1511	\$465,000	9/22/23 (9:30a.m.)

Sign-in Sheet**Bid Opening****Street Striping Project (B-20230818-910)****September 22, 2023 at 9:30 a.m.**

	Company Name	Company Representative	E-mail Address	Telephone Number
1.	James H. Gay			
2.	City of Mtn Brook	Steven Gay	gayj@mtnbrook.org	205-802-3870
3.	CITY	SAM GASTON	GASTON@MTNBROOK.ORG	205-802-3803
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

RESOLUTION NO. 2023-169

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Transit Service Agreement FY2024 between the City and Birmingham-Jefferson County Transit Authority (BJCTA) (dba\ "MAX"), in the form as attached hereto as Exhibit A.

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 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 October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

**TRANSIT SERVICE AGREEMENT
FY 2024**

by and between

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

and

CITY OF MOUNTAIN BROOK

relating to providing Transit Service in Mountain Brook, Alabama

October 1, 2023

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY TRANSIT SERVICES AGREEMENT

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

Recitals:

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

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

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

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

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

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

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

<u>Agreement</u>	Shall mean this Transit Service Agreement, as the same may be amended from time to time.
<u>Transit Service</u>	Shall mean the revenue Transit Service to be provided by BJCTA in and to the Service Area as set forth in this Agreement.
<u>Cost of Transit Service</u>	Shall mean the cost incurred by BJCTA to provide the Transit Service, during the period October 1, 2023 through September 30, 2024.
<u>County</u>	Shall mean Jefferson County.
<u>ALDOT</u>	Shall mean the Alabama Department of Transportation.

<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Service Area</u>	Shall mean the area served by BJCTA.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Transit Service to be provided by BJCTA, as set forth and described in paragraph 5 below.

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

- (a) Federal, state and local regulations applicable to BJCTA including, but not limited to, the rules and regulations promulgated from time to time by ALDOT and/or FTA as applicable to BJCTA;
- (b) All conditions beyond the reasonable control of BJCTA including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the City to the extent BJCTA can accommodate such needs; and

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

3. **TERM.** This Agreement shall be effective as of the date hereof **October 1, 2023** (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before **September 30, 2024** (the "**Expiration Date**"), which is the funding period for providing the Transit Service.

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

4. **TERMINATION.**

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

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

c. **Termination for Breach.** Unless breach is waived by the City or BJCTA in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the City written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt

requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the City or BJCTA right to remedies at law or to damages.

5. **SERVICE SCHEDULE**. During the term of this Agreement, BJCTA may adjust the service schedule to better accommodate the overall Transit Service to be provided under this Agreement, after discussion with the City. Thus, for example, if a particular Bus Stop provides a safety hazard, then BJCTA, in cooperation with the City, could move that Bus Stop to a safer location.

6. **PAYMENT FOR TRANSIT SERVICE**. The City agrees to pay the BJCTA **\$189,001.38** for providing transit services for the forthcoming fiscal year beginning October 1, 2023 through September 30, 2024. This sum represents **1995.58** service hours of Fixed Route transit services, as requested, at a rate of **\$94.71** per hour. Invoices shall be billed at the beginning of each month in advance of the service being rendered. Payments are due the first day of each month and are considered late after the 15th day of the month.

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

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

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

Attention: City Clerk
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

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

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

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

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

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

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

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

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

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

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

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

BJCTA: Charlotte Shaw
Executive Director/CEO
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

Copy: Glenn Dickerson
Chief Financial Officer
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd FL
Birmingham, AL 35203

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

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

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Jefferson County, Alabama. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

m. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

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

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

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

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

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

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

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

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

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

(THIS SECTION IS LEFT BLANK INTENTIONALLY)

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

Attest:

CITY OF MOUNTAIN BROOK

By CITY OF MOUNTAIN BROOK, MAYOR
OR AUTHORIZED OFFICIAL

By: _____
(Signature of Authorized Official)

Date: _____

**BIRMINGHAM-JEFFERSON COUNTY
TRANSIT AUTHORITY**

By: _____
CHARLOTTE SHAW
Executive Director/CEO

Date: _____

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

FUSTON, PETWAY & FRENCH

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

City of Mountain Brook

MONTHLY RIDERSHIP REPORT CARD

AUGUST 2023

7 hours **30** minutes

Estimated number of Service hours in
Mountain Brook

12.9

Estimated zoned area square
miles in Mountain Brook



ABOUT THIS REPORT

This report presents the metrics used to help gauge the effectiveness of public transportation in the City of Mountain Brook.



RIDERSHIP

27

● Total Riders July 2023

49

● Total Riders August 2023

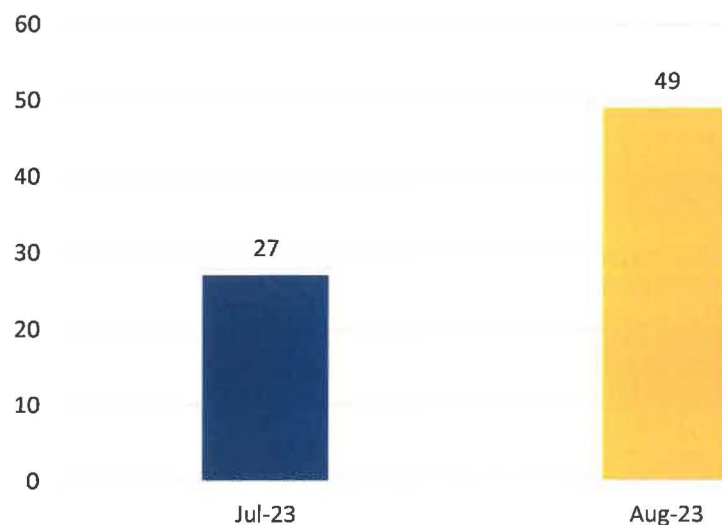


On-Demand

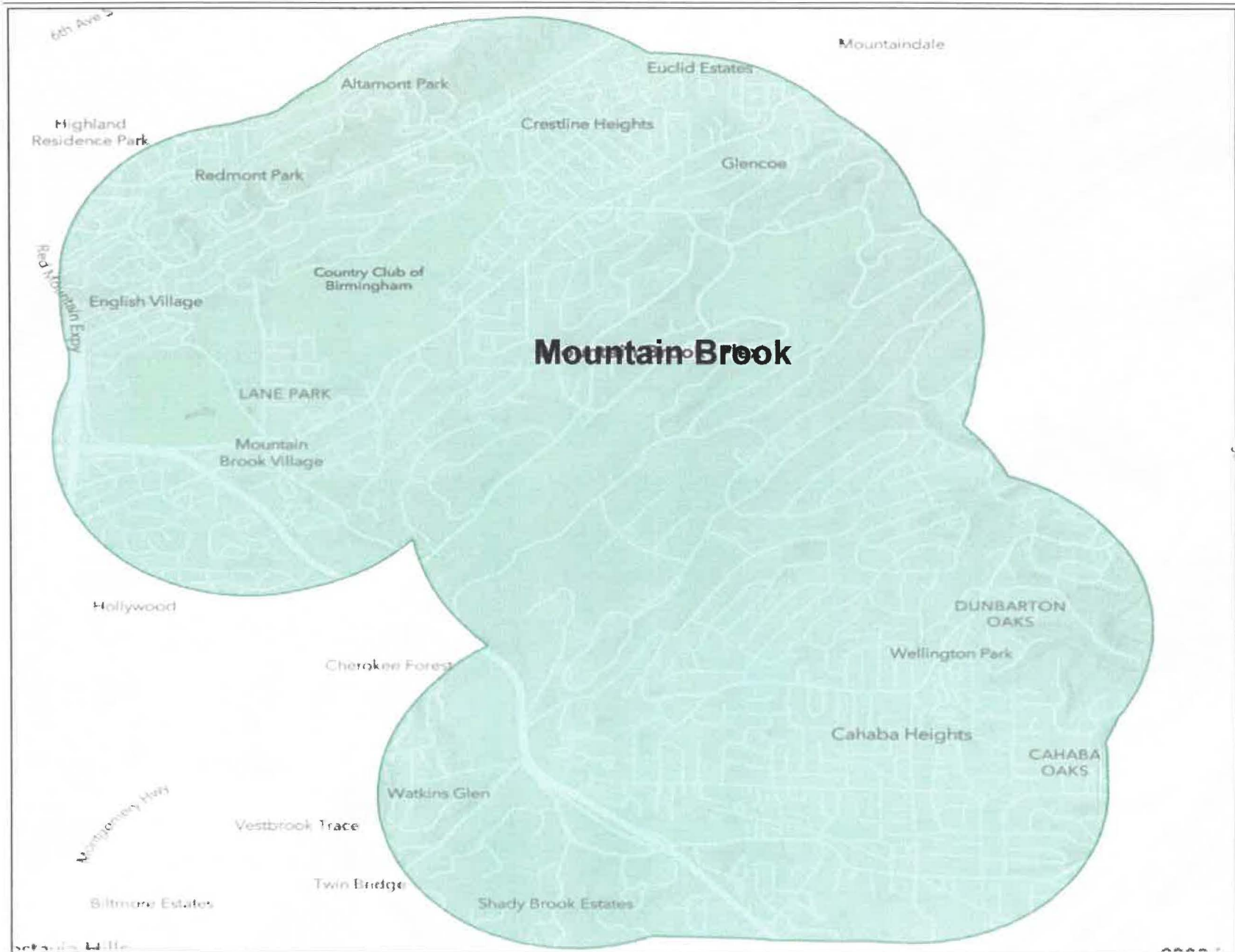
Service Hours: Monday – Friday 8:00 am – 3:30 pm

• Saturday: NO SERVICE

MountainBrook On demand Ridership Data



MOUNTAIN BROOK SERVICE MAP



RESOLUTION NO. 2023-170

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following property, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

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

ADOPTED: This 9th day of October, 2023.

Council President

APPROVED: This 9th day of October, 2023.

Mayor

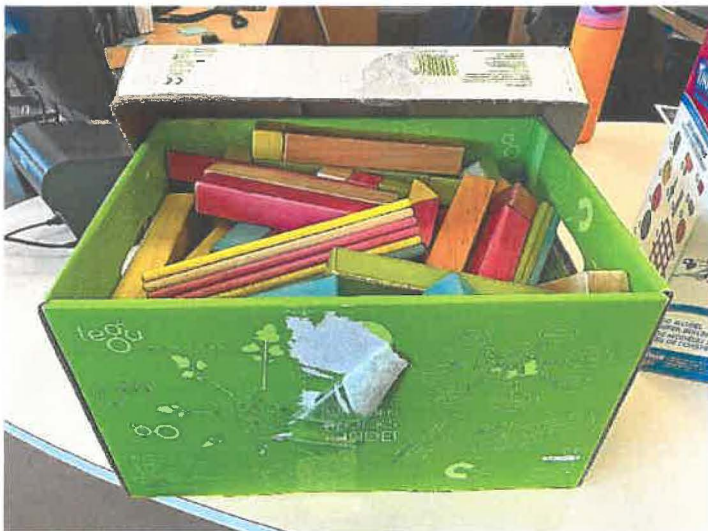
CERTIFICATION

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 meeting held on October 9, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Magnetic Fishing game, Tinker toy set, Box of assorted magnetic Tegu block



Kids Chairs – 2, broken, to go in trash



Paper Shredder - 1



Tool



Athletic field striping machine – 1



Tables - 2



Table - 1, 18" x 60"

