



BIRMINGHAM
CITY COUNCIL

PUBLIC SAFETY COMMITTEE MEETING
TUESDAY, JANUARY 24, 2023
1 P.M. – CITY COUNCIL CHAMBERS
COUNCILOR LATONYA A. TATE CHAIRMAN

AGENDA

A. CALL TO ORDER

B. APPROVAL OF MINUTES – January 10, 2022

C. LIQUOR LICENSES

1. Emerald Lounge - **NEW APPLICATION**
2. G-Store - **TRANSFER**
3. Riggins Venue - **NEW APPLICATION**
4. Urban Parc - **RESTAURANT RETAIL LIQUOR**

D. ORDINANCE / RESOLUTIONS

5. City of Birmingham / Birmingham Airport Authority - **Ordinance**
6. Grandview Medical Center / Birmingham Fire Department – **Agreement**

E. ADJOURNMENT

LIQUOR LICENSES

<p>1. Emerald Lounge 7619 1st Ave N</p> <p>Arlond James</p>	<p>Lounge Retail Liquor Class I</p> <p>NEW APPLICATION</p>	<p><input type="checkbox"/> Approved Consent Agenda</p> <p><input type="checkbox"/> Approved pending</p> <p>NA _____ ZONING _____</p> <p><input type="checkbox"/> No Recommendation</p> <p><input type="checkbox"/> DO NOT RECOMMEND</p> <p><input type="checkbox"/> Date: _____</p> <p><input type="checkbox"/> Delayed: _____</p>
<p>2. G-Store 5616 Court I</p> <p>Rahim Karim</p>	<p>Beer and Wine Off Premises</p> <p>TRANSFER</p>	<p><input type="checkbox"/> Approved Consent Agenda</p> <p><input type="checkbox"/> Approved pending</p> <p>NA _____ ZONING _____</p> <p><input type="checkbox"/> No Recommendation</p> <p><input type="checkbox"/> DO NOT RECOMMEND</p> <p><input type="checkbox"/> Date: _____</p> <p><input type="checkbox"/> Delayed: _____</p>
<p>3. Riggins Venue LLC 1575 Bessemer Rd</p> <p>Alfred Riggins</p>	<p>Special Retail License (over 30 days)</p> <p>NEW APPLICATION</p>	<p><input type="checkbox"/> Approved Consent Agenda</p> <p><input type="checkbox"/> Approved pending</p> <p>NA _____ ZONING _____</p> <p><input type="checkbox"/> No Recommendation</p> <p><input type="checkbox"/> DO NOT RECOMMEND</p> <p><input type="checkbox"/> Date: _____</p> <p><input type="checkbox"/> Delayed: _____</p>
<p>4. Urban Parc 1006 20th St. S</p> <p>Draper Mason</p>	<p>Restaurant Retail Liquor</p> <p>NEW APPLICATION</p>	<p><input type="checkbox"/> Approved Consent Agenda</p> <p><input type="checkbox"/> Approved pending</p> <p>NA _____ ZONING _____</p> <p><input type="checkbox"/> No Recommendation</p> <p><input type="checkbox"/> DO NOT RECOMMEND</p> <p><input type="checkbox"/> Date: _____</p> <p><input type="checkbox"/> Delayed: _____</p>

RESOLUTIONS

<p>5. An Ordinance authorizing the Mayor to execute an Interlocal Cooperation Agreement, for a period not to exceed three years, between the City of Birmingham (City) and the Birmingham Airport Authority (BAA), to provide the Airport with management and staffing of the fire station located at the Airport as well as to provide the Airport with Aircraft Rescue & Firefighting services, equipment, and facilities together with the power to take all action necessary for the implementation of the Agreement. The BAA will reimburse the City for fully burdened salary expenses of each BFRS ARFF firefighter assigned to BHM during any pay period covered under this Agreement. BAA will reimburse BFRS via the City of Birmingham for all overtime costs for duties performed at the airport.</p> <p>Office of the City Attorney</p>	<p><input type="checkbox"/> Approved Consent Agenda</p> <p><input type="checkbox"/> Approved pending</p> <p>NA _____ ZONING _____</p> <p><input type="checkbox"/> No Recommendation</p> <p><input type="checkbox"/> DO NOT RECOMMEND</p> <p><input type="checkbox"/> Date: _____</p> <p><input type="checkbox"/> Delayed: _____</p>
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6. Affinity Hospital, LLC, dba Grandview Medical Center (Grandview) wish to enter into a Non-Exclusive Student Affiliation Agreement (the Agreement) for the purpose of providing additional training/experience for BFRS personal/students; and entering into this Agreement would enhance training for BFRS personnel and would improve/enhance emergency medical services for the citizens and visitors of the City of Birmingham.

Office of the City Attorney

- Approved Consent Agenda
- Approved pending
NA _____ ZONING _____
- No Recommendation
- DO NOT RECOMMEND
- Date: _____
- Delayed: _____

Neighborhood Voting Form: Liquor Applications

Date: 12/7/22

Application Type: New Application – Lounge Retail Liquor – Class I

Subject: Applicant's Entity Name Emerald Lounge LLC
Business Name Emerald Lounge
Business Address 7619 1st Ave N

Type of License/Permit Applying For:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input type="checkbox"/> Restaurant Retail Liquor | <input type="checkbox"/> Special Retail License (over 30 days) |
| <input type="checkbox"/> Special Retail License (under 30 days) | <input type="checkbox"/> Pool Table Permit |
| <input type="checkbox"/> Division I Dance Permit (customers) | <input type="checkbox"/> Division II Dance Permit |

1/19/23
COPY
FS

The Wahouma Neighborhood Association met on 01-12-2023 and voted about the above-named license application. The concerns of the Neighborhood regarding the granting of this license are indicated as follows: (Please check one)

1 Attendance 0 Oppose 6 Support ___ No Recommendation

Reason for Opposition _____
N/A

Applicant: X attended NA meeting (ZOOM) ___ did not attend NA meeting

President/Officer

Neighborhood Officers: (Please return this form to the of attention Latonya Tate /Public Safety; City of Birmingham; 710 North 20th Street, Birmingham, AL 35203; City Council Chambers; 3rd Floor)
Failure to attend the neighborhood meeting may result in a delay in the liquor process.

1/20/2023
2:14
Spoke to Mr. James

Washburna

NEIGHBORHOOD ASSOCIATION

PRESIDENT	Robert Walker	DATE	01-12-2023
VICE PRESIDENT		TIME	06:00 pm
SECRETARY		MEETING PLATFORM	ZOOM
WAS A VOTE TAKEN DURING THIS VIRTUAL MEETING?		<input checked="" type="radio"/> YES	<input type="radio"/> NO

IN DETAIL, DESCRIBE THE OUTCOME OF THE MOTION AND VOTE:
All votes positive for liquor licenses for Emerald Lounge


FS
1/19/23

NAME	ADDRESS	PHONE	EMAIL
1. MS. Holliday	67 th Place North		
2. MR. Holliday	''		
3. Robert Walker	312.281 West North	205-223-5683	RobertWalker@a11@gmail.com
4. Paul Davis	18 th Street N		
5. Theresa Nelson	'' ''		
Thermond Salter	Scout North		

7.	Veridea markings	28 Phos N.		
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

COF
 1/19/2023
 FS

1/19/23

Wahouma

NEIGHBORHOOD ASSOCIATION



MEETING MINUTES

Date: January 12, 2023

I. Call to Order

By President Robert Walker

II. Approval of Minutes:

No meeting in Dec. 2022

Motion made by: Accepted.

Motion seconded by: _____

Vote taken: _____ Motion Carried _____ Motion Failed _____

III. Reports:

The president tried talking with the official at Kennedy School about our meeting there but couldn't find anyone in charge.

The city's legal department worked with our East Precinct about our drug houses and squatters. The police busted one house but was back in business next day. I am trying to have sit down meeting with the mayor.

IV. Business

MR. MELOND JAMES attended the meeting via ZOOM requesting support for a liquor license for a new lounge he like to open. He gave details and answered questions for his business named the EMERALD LOUNGE, LLC located at 7619-1 AVE North. Vote was taken and all positive.

V. Motions/Votes/Allocations

1) motion in favor of the license
6 of 7 voted

Motion made by: BON Childs

Motion seconded by: THERESA NELSON

Vote taken: 6 Motion Carried 6 Motion Failed 0

COPY

1/19/21
FS

FJ
COPY
1/19/23

2) _____

Motion made by: _____

Motion seconded by: _____

Vote taken: _____ Motion Carried _____ Motion Failed _____

3) _____

Motion made by: _____

Motion seconded by: _____

Vote taken: _____ Motion Carried _____ Motion Failed _____

VI. Announcements/Correspondence/Notices

There been some talk between the city and the sign shop. The sign shop want to atleast erect one sign and get payment for services rendered.


VII. Adjournment

By President Robert Walker

President: Robert Walker

Vice President: _____

Secretary: _____

 1/19/83
FJ

New Application: Lounge Retail Liquor – Class I On/Off Prem Type 010

The following applicant has applied to the City of Birmingham for an alcohol, dance or pool table license:

Name of Applicant: Emerald Lounge LLC

Mailing Address: 7600 Cabot Dr Apt 1010
Nashville, TN 37209

Trade Name: Emerald Lounge

Location Address: 7619 1st Ave N

Contact Number: (248)986-7042

Contact Person:
Arlond James

New Application

Transfer

Type of License

- Lounge Retail Liquor Class I
- Club Liquor Class I (Fraternal)
- Beer Off Premise
- Wine Off Premise
- Restaurant Retail Liquor
- Special Retail Liquor (over 30 days)

- Lounge Retail Liquor Class II (Package Store)
- Club Liquor Class II (Private)
- Beer On & Off Premise
- Wine On & Off Premise
- Special Retail Liquor (7 days or less)
- Special Retail Liquor (under 30 days)

Division I Dance Permit (customer)

Division II Dance Permit (entertainers)

Pool Table Permit (send copy of application)

Kitchen equipped: yes no

Number of table and chairs 12TBS/40CHS

Date Applied: 12/7/22

Revenue Examiner: GS

Copy: Fire Prevention
Health Department
Community Development
Operation New Birmingham
Melanie Genkin (pool tables)
Katrina Thomas (PEP)

**City of Birmingham
Application for
Alcoholic Beverage License**

New Application
Transfer

LOUNGE RETAIL LIQ-CLASS I ON/OFF PREM TYPE 010

By: GS

(Enter Type of License Applied For)

(Revenue Official)

1. Name of Applicant (s) Emerald Lounge LLC
(Indicate whether Individual, Partnership, Corporation, LLC, LLP, etc)
2. Name and address of individual applicant or all partners and members if partnership or assoc., or all officers and directors, if corporation
(Attach separate sheet if necessary)

Social Security Number Drivers License Number Name of Owner, Officer or Partner	Title	Date of Birth Place of Birth	Present Residence Address	Length of Residence at Place Named
TNDL# [REDACTED] Arlond Lance James	Member	[REDACTED] Detroit, MI	7600 Cabot Dr Apt 1010 Nashville, TN 37209	2 years

Note: If a corporation, LLC or LLP, give place and date of incorporation or issuance of certificate of authority to do business in Alabama:

Book 001-044 Page: 1 of 2 Date: 10/17/2022 County: Madison
786

Foreign Corporation: certificate of Authority Date: (get copy of original papers)

3. Trade Name Emerald Lounge

4(a) Location 7619 1st Ave N
Exact Street Number, or if on Highway, give details as to Location
Birmingham, Alabama Zip Code 35206 County Jefferson Shelby

(b) Length of time at this location

(c) Mailing Address: **7600 Cabot Dr Apt 1010 Nashville, TN 37209**

(d) Business Phone _____ Fax: _____ Other Contact: **(248)986-7042**

5. Name, trade name and License number of last or previous licensee:
Trade name _____ Year Type _____ Taxpayer ID _____

6 (a) Owner of real estate for which license is desired Easttakeopoly LLC
1051 Somerset LN Birmingham, AL 35242
Address

(b) Give a full description of the premises for which a license is desired: New Construction Existing Structure
Description 1 Story Bldg

(c) Is establishment equipped with tables and chairs? Yes No If "Yes", how many? **12TBS/40CHS**

7. Has a liquor, malt or brewed beverage license for premises ever been denied, suspended or revoked? Yes No
If "Yes", explain fully _____

8 (a) Pool Tables? Yes No Coin Operated? Yes No Standard Provider:

(b) Video Games? Yes No Juke Box or Slot Musical Equipment? Yes No

(c) Vending Machines (Snacks/Sodas)? Yes No Cigarettes or Tobacco Products? Yes No Other?

9 (a) Will you allow dancing? Yes No If "Yes": Customer/Patron? Div I Exhibition/Performance? Div II

- (b) Independent Contract Employees (Disc Jockey, Band, Bartenders, Servers)? Yes No
- 10 (a) Are these premises kitchen equipped? Yes No Not Applicable
- (b) Is kitchen apart from but convenient to the dining room? Yes No
- (c) Is place of business habitually and principally used for providing food to the public? Yes No
- (d) If not kitchen equipped, is any type of food served? Yes No If "Yes", explain Food Trucks
- (e) Are these premises equipped for on premises consumption of liquor? Yes No
- (f) Will this business be operating primarily as a package store? Yes No
- (g) Seating Capacity: _____
- (h) For a SPECIAL RETAIL LICENSE, less than thirty (30) days: Starting Date _____ Ending Date _____
- (i) For a SPECIAL RETAIL LICENSE, more than thirty (30) days: Starting Date _____ Ending Dec. 31, _____
- (j) For a SPECIAL EVENTS RETAIL LICENSE, not to exceed seven (7) days: Starting _____ Ending _____
 (Note: Application must be filed 120 days in advance of event for which license is applied for)
- (k) Event Sponsor _____ Phone Number _____
- (1) Sponsor Letter of Designation? Yes No
- (2) Multi-Vendor Sponsorship? Yes No
- (3) Street Closing Required Yes No
- (4) Park Board Permission Yes No

- 11 (a) Does the club charge and collect dues from elected members? Yes No
- (b) How many paid-up members are there in the club? _____
- (c) Are regular meetings held? Yes No If so, when? _____
- (d) Is business conducted through officers regularly elected? Yes No
- (e) Are members admitted by written application, investigation, and ballot? Yes No
- (f) For what purpose is the club organized and operated? Social Patriotic Political Athletic Other

12. List below the court records for law violations in the last ten (10) years, if any, of each person interested in this application, including the manager, whether as sole applicant, partner, officer, member, or landlord. (Do not include traffic violations, except D.U.I. and reckless driving. If no record, state "None".)

Name	Violation Charged	Name of Court	Date	Disposition of Case
<u>NO - Applicant</u>				

Applicant for the Alcoholic Beverage license requested by the aforementioned applicant hereby swears or affirms that he or she has read said application and that all the statements therein and the facts set forth therein are true and correct, and that the applicant is the only person interested in the business for which said license is requested.

Sworn and subscribed before me this 7th day of December, 2022

[Signature]
Signature of Affiant

[Signature]
Signature of Revenue Official

This application will not be processed until all fees due at the time of application are paid and receipts are on file.

For Zoning Purposes Only:
Lounge Retail Liq - Class I

TAXPAYER IDENTIFICATION NUMBER
(City Office Use Only)

CITY OF BIRMINGHAM
APPLICATION FOR TAX CERTIFICATE

The information that you provide in this application is protected by the confidentiality provisions outlined in Ordinance No. 97-183, "The Business License Code of the City of Birmingham", Article II, Section 14. Please type or print. This application should be completed fully to avoid delays in processing.

Section 1 - WHAT WOULD YOU LIKE TO DO?

- Register a new business (Please complete all sections)
- Add a New Location or Tax Type to your current registration (Please complete Sections 2, 3, 5-10, 12, 13, and 14)
- Change Business Ownership of your current registration (Please complete all sections)
- Change the Mailing Address only for your current registration (Please complete Sections 2, 8-10, 12, 13 and 14)
- Change the Location Address of your current registration (Please complete Sections 2, 3, 5-13, and 14)
- Change in Corporate Officers, Members, or Partners (Please complete Sections 2, 5, 7-9, 11-13, and 14)
- Provide a general "update" of your current registration information (Please complete all sections)

Section 2 - LEGAL NAME AND MAILING ADDRESS to which tax forms are to be sent:
(Note: If mailing address is a post office box, the street address of the business must also be indicated.)

Full Legal Name: Emerald Lounge LLC
Attention: _____
Address: 7600 Cabot Dr Apt 1010
City: Nashville State: TN Zip Code: 37209
Area Code and Phone Number: (248)986-7042
Area Code and Fax Number: _____
Name of Contact Person: Arlond James
E-Mail: arlond@emeraldlounge205.com Website Address: _____

Section 3 - TRADE NAME AND LOCATION ADDRESS of office in Birmingham. If you are registering more than one location, please see reverse side of this form. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): Emerald Lounge
Attention: _____
Address: 7619 1st Ave N
City: Birmingham State: AL Zip: 35206
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

Section 4 - CHANGE OF OWNERSHIP resulting from merger, purchase or acquisition of an existing business.
If applicable, this section MUST be completed.

Former Owner: _____
Trade Name (d/b/a) _____
Mailing Address of Former Owner _____
Address (es) of Former Location(s) _____
Area Code and Phone Number of Former Owner: _____

Section 5 – TYPE OF OWNERSHIP

Please indicate the form of organization. NOTE: Please refer to the accompanying “General Information for Preparing an Application for Tax Certificate Form” instruction sheet for a listing of supplemental documentation to be included with this application.

- 1. Alabama Corporation (Incorporated in Alabama)
- 2. Partnership (two or more owners)
- 3. Sole Proprietor (one owner)
- 4. Unincorporated Association (i.e., PA)
- 5. Other _____
- 6. Limited Liability Partnership (LLP)
- 7. Limited Liability Company (LLC)
- 1. Foreign Corporation (Incorporated in another state)

Section 6 – TYPE OF BUSINESS

Please indicate the principal business activity category.

- 1. Manufacturer
- 2. Contractor (Please Specify)
- 3. Wholesaler
- 4. Retailer
- 5. Other (Please Specify) **Bar/Lounge**
- 6. Food/Eating Establishment
- 7. Day Care Center
- 8. Home Occupation/Home Office
(Please Specify the type of occupation or office)
- 9. State Certified, State Regulated, or State Licensed Occupations, (Please Specify)
- 10. Transient Vendors/Special Events:
Date(s) of the Event _____
Event Location _____

Section 7 – PRINCIPAL BUSINESS ACTIVITY AND PRODUCT

You should indicate the one business activity that accounts for the largest percentage of gross income. State the broad field of business activity as well as the product or service. For example-Activity: Wholesale Sales / Product: Pharmaceuticals OR Activity: Manufacturing / Product: Automobiles. Note: This information should be the same information as required by the Internal Revenue Service on Schedule c of Form 1040 for Sole Proprietorships.

Activity: Bar/Lounge Product: Alcohol

Section 8 – FEDERAL TAX ID NUMBER / NUMBER OF EMPLOYEES

Enter Federal Identification Number (REQUIRED) and the number of employees that will be working in Birmingham.

Federal ID Tax Number 88-4192609 Number of Employees in Birmingham (Required) _____

Section 9 – COMMENCEMENT OF BUSINESS ACTIVITY

Enter Date Business Activity Will Begin in Birmingham: Month _____ Day _____ Year _____
 Enter Date City of Birmingham Taxpayer ID Applied For: Month _____ Day _____ Year _____

Section 10 – Tax Liabilities Check the taxes for which you are liable.

- Sales Tax
 - Sellers Use Tax
 - Consumers Use Tax
 - Lease Tax
 - Occupational Tax- Employers
 - Lodgings Tax
- TAX IDENTIFICATION NUMBERS NOW ASSIGNED TO YOU: (Write "None" if no number assigned)
- State of Alabama Sales Tax Number _____
 - State of Alabama Sellers Use Tax Number _____
 - State of Alabama Consumers Use Tax Number _____
 - State of Alabama Lease Tax Number _____
 - State of Alabama Lodgings Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

Business License Tax

State of Alabama Unemployment Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)
SECTION 14 - ADDITIONAL TAXABLE LOCATIONS

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)
Location

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS _____
BLIC _____
TERRITORY _____
ANNEX _____
HEALTH DEPT PERMIT _____
OTHER REQUIRED PERMIT _____
ARTICLES OF INCORPORATION _____
CERTIFICATE OF AUTHORITY _____
TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)
Location

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS _____
BLIC _____
TERRITORY _____
ANNEX _____
HEALTH DEPT PERMIT _____
OTHER REQUIRED PERMIT _____
ARTICLES OF INCORPORATION _____
CERTIFICATE OF AUTHORITY _____
TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Emerald Lounge LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): United States Corporation Agents, Inc.

Street (no PO Boxes) address of registered office (must be located in Alabama):

600 Boulevard South SW, Suite 104J Huntsville, AL 35802

*COUNTY of above address: MADISON

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-044-786	DLL
Date	10/17/2022
Time	08:01:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 10 / 17 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 8 : 1 AM or PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 17 / 2022
Date (MM/DD/YYYY)

Cheyenne Moseley
Signature as required by 10A-5A-2.04

Assistant Secretary
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Emerald Lounge LLC

This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum Dr., Austin, TX 78717 for a period of one year beginning October 17, 2022 and expiring October 17, 2023



RES051731

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 17, 2022

Date

J. H. Merrill

John H. Merrill

Secretary of State

Additional Details

Organizers

Organizer

Street Address

Mailing Address

Legalzoom.com, Inc.

101 N Brand Blvd., 11th Fl.
Glendale, CA 91203

101 N Brand Blvd., 11th Fl.
Glendale, CA 91203

SAFETY PLAN | EMERALD LOUNGE

Updated: January 21, 2023

Location:

7619 1st Avenue North

Birmingham, AL 35206

THIS SAFETY PLAN INCORPORATES PROCEDURES AND CLEANING PROTOCOLS FOR EMERALD LOUNGE

Step 1: Perform effective drills at Emerald Lounge

Emergency procedure drills should be run with some level of frequency. And if things about the lounge change, drills need to happen as soon as possible. These drills can be run before opening, or after closing, so customers and daily operations are not affected. Drills include:

- Checking doors to ensure they are opening and closing properly and emergency exits are free of obstructions and not restricted
- Testing lights and ensuring the necessary visibility is provided
- Checking tables for stability and fixing broken or damaged assets
- Ensuring decorations and decor are not in danger of falling on customers or employees

Step 2: Communication

Emerald Lounge representatives understand that it is extremely important to be able to communicate your emergency safety procedures to our patrons. Our employees should interact with customers during an emergency to reduce the risks of misunderstanding and potential harm by:

- Clearly and calmly communicating to customers there is a need to stay put or evacuate to a shelter space or the building
- Direct the flow of traffic to an emergency exit
- Visually observing and confirming that employees and customers are demonstrating safe behavior

We have established and posted an occupancy limit for our premises and patios for customer visibility to ensure we are safe and suitable for use.

Emerald Lounge holds the responsibility of training employees on safety procedures. No matter how regular the customer, training on safety procedures isn't possible. Therefore, visually we the proper signage available that includes:

- Clearly marked exits
- Directions to indicate non-visible exits
- Clearly labeled locked doors

We have established and posted occupancy limits for common areas which include: Staff room, stock/electrical room, Office, Keg cooler, Kitchen walk in cooler.

Step 3: Hours of Operation and Security

Hours of Operation:

Monday - Thursday: 5pm to 12pm

Friday: 5pm-2am

Saturday: 12pm-2am

Sunday: 12pm- 10pm

Emerald lounge will have surveillance cameras internally and externally for the safety of our employees and customers. Emerald Lounge will have one to two Alabama licensed security officers on site during operating hours.

Camera Security: Emerald lounge will have 3 external cameras one on each side of the building, 3 internal cameras: one above the bar area, one above the exit door, one above the front door and these cameras will be monitored by ADT Systems 24/7.

Emerald Lounge will not allow crowding in front of the building. We will use outdoor seating as overflow when we are at capacity indoors. We will also utilize the fire pit area for additional seating when at capacity and have a waiting time.

Currently, we are in the process of obtaining the certificate of occupancy. Once complete, we will update the safety plan to include the occupancy number.

Step 4: Occupational Safety and Health- Injury Prevention

Bar safety: Bartenders shake each cocktail 30 to 40 times and repeat the process throughout their shifts which can lead to repetitive stress injuries (RSI). This impacts the bartender's wrists, shoulders, and back. It is important that employees know the

symptoms. Therefore, a bartending safety manual will be ready available for bartender's in a visible and accessible location. Actions we will take to ensure safety at and behind the bar:

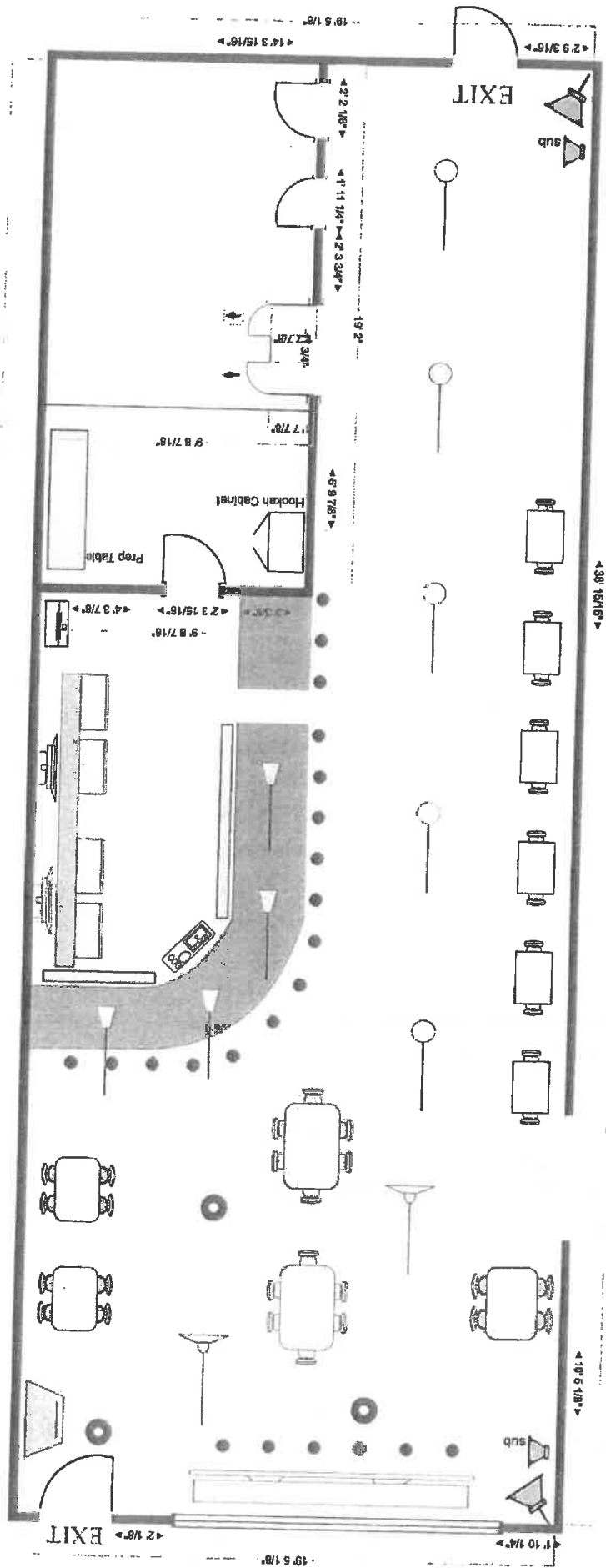
- Avoiding overcrowding behind the bar
- Proper signage to reduce clutter and ensure proper storage practices
- An established and posted floor cleaning schedule
- Providing wet floor signs when floors are wet. Yellow signs that are visible at 360 degrees.

Staff ARE INSTRUCTED to perform regular hand washing with soap and water for at least 20 seconds following the official handwashing guidelines. It is mandatory that hand washing be done:

- Immediately after entering Emerald Lounge for your shift
- After changing into your uniform and before reporting to your work station
- Before and after breaks
- After touching or cleaning tables any surfaces that may be contaminated
- After sneezing, coughing or nose blowing
- After touching your face or hair
- After using the restroom
- After touching personal phones
- After using shared equipment such as computers, POS systems and debit terminals between different users.

Handwashing Stations and Procedures will be visible and available for every staff member as well as hand sanitizer stations. 30 minute cleaning schedule to be followed.

Plan Approved by Owner: Arlond James
Emerald Lounge LLC



PARCEL ID: 012300151006009000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2021

DATE: Wednesday, December 7, 2022 9:11:20 AM

OWNER: EAST 59 LLC

ADDRESS: 7619 1ST AVE N

CITY/STATE: BIRMINGHAM AL

ZIP+4: 35206

SITE ADDR: 112 77TH ST N

CITY/STATE: BHAM, AL

ZIP: 35206



LAND: \$24,000.00

BLDG: \$115,900.00

OTHER: \$0.00

AREA: 5,827.49

ACRES: 0.13

SUBDIVISION INFORMATION:

NAME EAST LAKE

BLOCK: 8A

LOT: 7-9

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: East Lake

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Wahouma (605)

Communities: East Lake (6)

Council Districts: District - 5 (Councilor: Darrell O'Quinn)

Zoning Outline: CB2

Demolition Quadrants: DEM Quadrant - 4

Impaired Watersheds: Impaired Watershed - Upper Village Creek

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

Date of this notice: 10-17-2022

Employer Identification Number:
88-4192609

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

EMERALD LOUNGE
ATTN: ARLOND JAMES
7619 1ST AVENUE NORTH
BIRMINGHAM, AL 35206

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4192609. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2023
Form 940	01/31/2024
Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is EMER. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

COMMERCIAL LEASE

This is a legally binding contract. Seek competent advice prior to execution.

STATE OF ALABAMA

JEFFERSON COUNTY

This Commercial Lease (the "Lease") is made this ^{17th} Day of October, 2022 between and among the following:

NAME OF LANDLORD *Eastlakeopoly, LLC*

whose address is: **1051 Somerset Lane, Birmingham, Al 35242** (hereinafter called "Landlord"), and

NAME OF TENANT: *Arlond James*, whose address is: **7600 Cabot Drive Apt 1010, Nashville, TN 37209, D/B/A LLC Corporation name, Emerald Lounge** (hereinafter called "Tenant").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASED PREMISES.

(a) Description. Landlord does hereby demise and let unto Tenant the following described premises located in the City of Birmingham, County of Jefferson, State of Alabama, to wit:

DESCRIPTION OF THE LEASED PREMISES: **7619 1st Avenue North, Birmingham, Alabama, 35206** (the "Leased Premises") subject to all existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the Leased Premises is situated.

(b) Use. The Leased Premises shall be used by Tenant as a **Bar and Lounge** and for no other or different use or purpose. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would vitiate or increase the premium charged for insurance on the Leased Premises or the building in which it is located, if applicable. Tenant to maintain utilities on all properties.

2. **TERM.** The Term of this Lease is for Three years (the "Term") beginning on the 1st day of November 2022 ("Commencement Date") and ending on the 31st day of October 2025 unless sooner terminated pursuant to the terms and conditions provided for herein. Following the initial Lease period, the Lease will be automatically extended for an additional three year period at the same terms unless the lessee gives 90 day written notice prior to the anniversary date of the lease that they do not want to extend the Lease. After six years and at the discretion of the Landlord, should the lease be extended, they may increase the rent up to ten percent of the existing amount.

3. RENT.

(a) Base Rent. Tenant agrees to pay to Landlord or if designated by Landlord, to Agent, at the above designated address of said party, without demand, deduction or set-off, on the first day of each month of said Term, in advance, as rent for said Leased Premises, the sum of **Twenty Five Hundred dollars (\$2,500.00) per month, being the sum of Thirty Thousand dollars (\$30,000.00) per annum** ("Base Rent"). Base Rent for any period during the Term which is for less than one month shall be a prorated portion of the monthly rental due hereunder.

(b) Additional Rent. All additional amounts owed by Tenant to Landlord pursuant to the terms and conditions of this Lease (see addendum 2) shall be deemed to be and shall become additional

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-17-2022
EMPLOYER IDENTIFICATION NUMBER: 88-4192609
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
| | | | | | | | | | | | | | | | | | | | | | | | | | | |

EMERALD LOUNGE
ATTN: ARLOND JAMES
7619 1ST AVENUE NORTH
BIRMINGHAM, AL 35206

Neighborhood Voting Form: Liquor Applications

Date: 8/31/22

Application Type: Transfer Application – Beer/Wine (Off Premise Only)

Subject: Applicant's Entity Name Babajan Food Mart Inc.
Business Name G-Store
Business Address 5616 Court I

Type of License/Permit Applying For:

- | | |
|---|--|
| <input type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input checked="" type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input checked="" type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input type="checkbox"/> Restaurant Retail Liquor | <input type="checkbox"/> Special Retail License (over 30 days) |
| <input type="checkbox"/> Special Retail License (under 30 days) | <input type="checkbox"/> Pool Table Permit |
| <input type="checkbox"/> Division I Dance Permit (customers) | <input type="checkbox"/> Division II Dance Permit |

The Belview Heights Neighborhood Association met on 9/3/22 and voted about the above-named license application. The concerns of the Neighborhood regarding the granting of this license are indicated as follows: (Please check one)

28 Attendance 6 Oppose 10 Support 4 No Recommendation

Reason for Opposition _____

Applicant: attended NA meeting did not attend NA meeting

Johnny Gunn
President/Officer

Neighborhood Officers: (Please return this form to the of attention Latonya Tate / Public Safety; City of Birmingham; 710 North 20th Street, Birmingham, AL 35203; City Council Chambers; 3rd Floor)
Failure to attend the neighborhood meeting may result in a delay in the liquor process.

1/6/2023
sent text msg

Transfer Application: Beer-Type 050/ Wine – Type 070 (Off Premise Only)

The following applicant has applied to the City of Birmingham for an alcohol, dance or pool table license:

Name of Applicant: Babajan Food Mart Inc.

Mailing Address: 149 Hayesbury CT
Pelham, AL 35127

Trade Name: G-Store

Location Address: 5616 Court I

Contact Number: (773)552-5629

Contact Person:
Rahim Karim

New Application

Transfer

Type of License

- | | |
|---|--|
| <input type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I (Fraternal) | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input checked="" type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input checked="" type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input type="checkbox"/> Restaurant Retail Liquor | <input type="checkbox"/> Special Retail Liquor (7 days or less) |
| <input type="checkbox"/> Special Retail Liquor (over 30 days) | <input type="checkbox"/> Special Retail Liquor (under 30 days) |
| <input type="checkbox"/> Division I Dance Permit (customer) | <input type="checkbox"/> Division II Dance Permit (entertainers) |
| <input type="checkbox"/> Pool Table Permit (send copy of application) | |

Kitchen equipped: yes no

Number of table and chairs NA

Date Applied: 8/31/22

Revenue Examiner: GS

Copy: Fire Prevention
Health Department
Community Development
Operation New Birmingham
Melanie Genkin (pool tables)
Katrina Thomas (PEP)

**City of Birmingham
Application for
Alcoholic Beverage License**

New Application
Transfer

BEER-TYPE 050 / WINE-TYPE 070 (OFF PREMISE ONLY)

By: GS

(Enter Type of License Applied For)

(Revenue Official)

1. Name of Applicant (s) Babajan Food Mart Inc.
(Indicate whether Individual, Partnership, Corporation, LLC, LLP, etc)
2. Name and address of Individual applicant or all partners and members if partnership or assoc., or all officers and directors, if corporation
(Attach separate sheet if necessary)

Social Security Number Drivers License Number Name of Owner, Officer or Partner	Title	Date of Birth Place of Birth	Present Residence Address	Length of Residence at Place Named
<u>ALDL# [REDACTED] Rahim Abdullah Karim</u>	<u>President</u>	<u>[REDACTED] Pakistan</u>	<u>149 Hayesbury CT Pelham, AL 35124</u>	<u>6 years</u>

Note: If a corporation, LLC or LLP, give place and date of incorporation or issuance of certificate of authority to do business in Alabama:

Book 001-027 Page: 1 of 3 Date: 6/30/2022 County: Jefferson
678

Foreign Corporation: certificate of Authority Date: (get copy of original papers)

3. Trade Name G-Store
- 4(a) Location 5616 Court I
Exact Street Number, or if on Highway, give details as to Location
Birmingham, Alabama Zip Code 35208 County Jefferson Shelby
- (b) Length of time at this location
- (c) Mailing Address: 149 Hayesbury CT Pelham, AL 35127
- (d) Business Phone _____ Fax: _____ Other Contact: (773)552-5629

5. Name, trade name and License number of last or previous licensee: Danish Food Mart Inc
Trade name G-Store Year 2016 Type 150K 150N Taxpayer ID 469107

6 (a) Owner of real estate for which license is desired Rahim A Karim
149 Hayesbury CT Pelham, AL 35127

- (b) Give a full description of the premises for which a license is desired: New Construction Existing Structure
Description
- (c) Is establishment equipped with tables and chairs? Yes No If "Yes", how many?

7. Has a liquor, malt or brewed beverage license for premises ever been denied, suspended or revoked? Yes No
If "Yes", explain fully _____

- 8 (a) Pool Tables? Yes No Coin Operated? Yes No Standard Provider:
(b) Video Games? Yes No Juke Box or Slot Musical Equipment? Yes No
(c) Vending Machines (Snacks/Sodas)? Yes No Cigarettes or Tobacco Products? Yes No Other?

9 (a) Will you allow dancing? Yes No If "Yes": Customer/Patron? Div I Exhibition/Performance? Div II

- (b) Independent Contract Employees (Disc Jockey, Band, Bartenders, Servers)? Yes No
- 10 (a) Are these premises kitchen equipped? Yes No Not Applicable
- (b) Is kitchen apart from but convenient to the dining room? Yes No
- (c) Is place of business habitually and principally used for providing food to the public? Yes No
- (d) If not kitchen equipped, is any type of food served? Yes No If "Yes", explain Grocery Items
- (e) Are these premises equipped for on premises consumption of liquor? Yes No
- (f) Will this business be operating primarily as a package store? Yes No
- (g) Seating Capacity: _____
- (h) For a SPECIAL RETAIL LICENSE, less than thirty (30) days: Starting Date _____ Ending Date _____
- (i) For a SPECIAL RETAIL LICENSE, more than thirty (30) days: Starting Date _____ Ending Dec. 31, _____
- (j) For a SPECIAL EVENTS RETAIL LICENSE, not to exceed seven (7) days: Starting _____ Ending _____
(Note: Application must be filed 120 days in advance of event for which license is applied for)
- (k) Event Sponsor _____ Phone Number _____
- (1) Sponsor Letter of Designation? Yes No
- (2) Multi-Vendor Sponsorship? Yes No
- (3) Street Closing Required? Yes No
- (4) Park Board Permission? Yes No

- 11 (a) Does the club charge and collect dues from elected members? Yes No
- (b) How many paid-up members are there in the club? _____
- (c) Are regular meetings held? Yes No If so, when? _____
- (d) Is business conducted through officers regularly elected? Yes No
- (e) Are members admitted by written application, investigation, and ballot? Yes No
- (f) For what purpose is the club organized and operated? Social Patriotic Political Athletic Other

12. List below the court records for law violations in the last ten (10) years, if any, of each person interested in this application, including the manager, whether as sole applicant, partner, officer, member, or landlord. (Do not include traffic violations, except D.U.I. and reckless driving. If no record, state "None".)

Name	Violation Charged	Name of Court	Date	Disposition of Case
<u>No Applicant</u>				

Applicant for the Alcoholic Beverage license requested by the aforementioned applicant hereby swears or affirms that he or she has read said application and that all the statements therein and the facts set forth therein are true and correct, and that the applicant is the only person interested in the business for which said license is requested.

Sworn and subscribed before me this 31st day of August, 2022

[Signature]
Signature of Affiant

[Signature]
Signature of Revenue Official

This application will not be processed until all fees due at the time of application are paid and receipts are on file.

101 Zoning Purpose Only:
Beer/Wine Off Premise

TAXPAYER IDENTIFICATION NUMBER
(City Office Use Only)

CITY OF BIRMINGHAM
APPLICATION FOR TAX CERTIFICATE

The information that you provide in this application is protected by the confidentiality provisions outlined in Ordinance No. 97-183, "The Business License Code of the City of Birmingham", Article II, Section 14. Please type or print. This application should be completed fully to avoid delays in processing.

Section 1 - WHAT WOULD YOU LIKE TO DO?

- Register a new business (Please complete all sections)
- Add a New Location or Tax Type to your current registration (Please complete Sections 2, 3, 5-10, 12, 13, and 14)
- Change Business Ownership of your current registration (Please complete all sections)
- Change the Mailing Address only for your current registration (Please complete Sections 2, 8-10, 12, 13 and 14)
- Change the Location Address of your current registration (Please complete Sections 2, 3, 5-13, and 14)
- Change in Corporate Officers, Members, or Partners (Please complete Sections 2, 5, 7-9, 11-13, and 14)
- Provide a general "update" of your current registration information (Please complete all sections)

Section 2 - LEGAL NAME AND MAILING ADDRESS to which tax forms are to be sent:
(Note: If mailing address is a post office box, the street address of the business must also be indicated.)

Full Legal Name: Babajan Food Mart Inc.
 Attention: _____
 Address: 149 Hayesbury CT
 City: Pelham State: AL Zip Code: 35127
 Area Code and Phone Number: (773)552-5629
 Area Code and Fax Number: _____
 Name of Contact Person: Rahim Karim
 E-Mail: _____ Website Address: _____

Section 3 - TRADE NAME AND LOCATION ADDRESS of office in Birmingham. If you are registering more than one location, please see reverse side of this form. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): G-Store
 Attention: _____
 Address: 5616 Court I
 City: Birmingham State: AL Zip: 35208
 Area Code and Phone Number of Business Location: _____
 Area Code and Fax Number of Business Location: _____
 Name of Contact Person at Business Location: _____
 E-Mail: _____ Website Address: _____

Section 4 - CHANGE OF OWNERSHIP resulting from merger, purchase or acquisition of an existing business.
If applicable, this section MUST be completed.

Former Owner: Danish Food Mart Inc
 Trade Name (d/b/a) G-Store
 Mailing Address of Former Owner 2356 Arbor Glenn Hoover, AL 35244
 Address (es) of Former Location(s) 5616 Court I Birmingham, AL 35208
 Area Code and Phone Number of Former Owner: (205)902-7683

Section 5 - TYPE OF OWNERSHIP

Please indicate the form of organization. NOTE: Please refer to the accompanying "General Information for Preparing an Application for Tax Certificate Form" instruction sheet for a listing of supplemental documentation to be included with this application.

- 1. Alabama Corporation (Incorporated in Alabama)
- 2. Partnership (two or more owners)
- 3. Sole Proprietor (one owner)
- 4. Unincorporated Association (i.e., PA)
- 5. Other _____
- 6. Limited Liability Partnership (LLP)
- 7. Limited Liability Company (LLC)
- 1. Foreign Corporation (Incorporated in another state)

Section 6 - TYPE OF BUSINESS

Please indicate the principal business activity category.

- 1. Manufacturer
- 2. Contractor (Please Specify)
- 3. Wholesaler
- 4. Retailer
- 5. Other (Please Specify)
- 6. Food/Eating Establishment
- 7. Day Care Center
- 8. Home Occupation/Home Office
(Please Specify the type of occupation or office)
- 9. State Certified, State Regulated, or State Licensed Occupations, (Please Specify)
- 10. Transient Vendors/Special Events:
Date(s) of the Event _____
Event Location _____

Section 7 - PRINCIPAL BUSINESS ACTIVITY AND PRODUCT

You should indicate the one business activity that accounts for the largest percentage of gross income. State the broad field of business activity as well as the product or service. For example-Activity: Wholesale Sales / Product: Pharmaceuticals OR Activity: Manufacturing / Product: Automobiles. Note: This information should be the same information as required by the Internal Revenue Service on Schedule c of Form 1040 for Sole Proprietorships.

Activity: Convenience Store Product: Alcohol/Gas/Grocery/Tobacco

Section 8 - FEDERAL TAX ID NUMBER / NUMBER OF EMPLOYEES

Enter Federal Identification Number (REQUIRED) and the number of employees that will be working in Birmingham.

Federal ID Tax Number 88-3052625 Number of Employees in Birmingham (Required) _____

Section 9 - COMMENCEMENT OF BUSINESS ACTIVITY

Enter Date Business Activity Will Begin in Birmingham: Month _____ Day _____ Year _____
Enter Date City of Birmingham Taxpayer ID Applied For: Month _____ Day _____ Year _____

Section 10 - Tax Liabilities Check the taxes for which you are liable.

- Sales Tax
 - Sellers Use Tax
 - Consumers Use Tax
 - Lease Tax
 - Occupational Tax- Employers
 - Lodgings Tax
 - Business License Tax
- TAX IDENTIFICATION NUMBERS NOW ASSIGNED TO YOU:** (Write "None" if no number assigned)
- State of Alabama Sales Tax Number _____
 - State of Alabama Sellers Use Tax Number _____
 - State of Alabama Consumers Use Tax Number _____
 - State of Alabama Lease Tax Number _____
 - State of Alabama Lodgings Tax Number _____
 - State of Alabama Unemployment Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)

Section 11 - OWNER, PARTNERS, MEMBERS, OR CORPORATE OFFICERS

This information REQUIRED. (Attach additional sheets if necessary.)

NAME	TITLE	SOCIAL SECURITY NUMBER
Karim, Rahim	President	[REDACTED]


Section 12 - CORPORATE RESIDENT AGENT OR LOCAL MANAGER

Name: _____
 Address of Residence: _____
 City: _____ State _____ Zip Code _____
 Area Code and Phone Number of Residence: _____

Section 13- STATEMENT OF ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS -Please read carefully, then sign.

I declare, under the penalty of making a false declaration, that I am authorized to complete this form and to the best of my knowledge and belief all questions answered are true, correct, and complete statements, made in good faith. I understand and agree that the granting of this license requires my compliance with all applicable City of Birmingham Tax Code provisions, and state laws, as well as with all conditions set forth in any and all applicable City of Birmingham Laws, Ordinances, Rules and Regulations, and that any failure or refusal to comply with said laws, ordinances, rules and regulations may result in the revocation of any license issued pursuant to this application. I also understand that disclosure of any false or misleading information will result in automatic denial of any license issued pursuant to this application, or in the revocation of the license if such has already been issued. I understand that it is unlawful for any person to commence or engage in any business, vocation, occupation or profession, who is not otherwise exempt therefrom under the provisions of the City of Birmingham Business License Tax Code (Ordinance No. 97-183), without first having procured a license therefore, and that it is unlawful for any person to continue in any business, vocation, occupation, or profession after the expiration of a license previously issued without obtaining a new license. I further understand that it is unlawful for any person to engage in or continue in any business, vocation, occupation, or profession at any location within the corporate limits of the City of Birmingham without approval from the City of Birmingham Department of Planning, Engineering, and Permits (Zoning Division).

Signed:

 _____
 Signature of Person Completing This Application 08/31/2022

 Date

Rahim Karim _____
 Print the Name of the Person Completing This Application (773) 552-5629

 Phone Number of Person Completing Application

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS:
 OK MUL 08/31/22 F.R.
 Must Be Approved by City Council

HOME OCCUPATION CERTIFICATE EXECUTED
 YES NO NOT APPLICABLE

SIC OR NAICS _____
 BLIC _____
 TERRITORY _____
 ANNEX _____
 HEALTH DEPT PERMIT _____
 OTHER REQUIRED PERMIT _____
 ARTICLES OF INCORPORATION _____
 CERTIFICATE OF AUTHORITY _____
 TAX FORMS ORDERED NBL ORDERED

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)
SECTION 14 - ADDITIONAL TAXABLE LOCATIONS

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS	_____
BLIC	_____
TERRITORY	_____
ANNEX	_____
HEALTH DEPT PERMIT	_____
OTHER REQUIRED PERMIT	_____
ARTICLES OF INCORPORATION	_____
CERTIFICATE OF AUTHORITY	_____
TAX FORMS ORDERED <input type="checkbox"/>	NBL ORDERED <input type="checkbox"/>

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS	_____
BLIC	_____
TERRITORY	_____
ANNEX	_____
HEALTH DEPT PERMIT	_____
OTHER REQUIRED PERMIT	_____
ARTICLES OF INCORPORATION	_____
CERTIFICATE OF AUTHORITY	_____
TAX FORMS ORDERED <input type="checkbox"/>	NBL ORDERED <input type="checkbox"/>



SS #



**CITY OF BIRMINGHAM BUSINESS LICENSE
(CONTROLLED)**

I, Danisha Food Mart Inc. holding City of Birmingham
(current taxpayer)

License ID# [REDACTED] located at 5616 Court I
(six-digit City ID) (business address)

Birmingham, AL 35208, hereby agree that said License be

transferred to Babujan Food Mart Inc.
(applicant)

provided Babujan Food Mart Inc. obtains approval
(applicant)

from the local governing body and meets all the requirements of the

ABC Board. I understand that I am responsible for the operation of

this licensed establishment and for all taxes due until Babujan Food Mart, Inc.
(applicant)

obtains his/her license from the ABC Board.

I also understand that if for any reason this transfer is not approved by the local governing body or the ABC Board, I must take over complete control, operation, and responsibility of these licensed premises. If I do not continue operating this licensed establishment, then, I will turn in my ABC Board License to the local ABC Board Field Office and all my City of Birmingham licenses to the Revenue Division of the Finance Department of the City of Birmingham.

I further understand that this license will not be transferred until all taxes and licenses are paid and current.

LICENSEE Shehnaaz

DATE 08/31/2022

APPLICANT [Signature]

DATE 08/31/2022

Witness [Signature]

DATE 8/31/22

NOTARY [Signature]

Power of Attorney

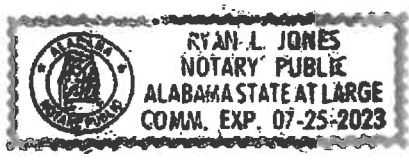
Date: August 26th, 2022
Danish Food Mart (G-STORE),
5616 Court I
Birmingham, AL 35208

I, Shehnaz Mumtaz Ali, owner of Danish Food Mart (G-STORE), do here by grant power of attorney to Rahim Karim As my representative.

As a representative, Rahim Karim shall have full power and authority to perform and undertake any decisions on my behalf for Danish Food Mart (G-STORE),.

Regards,
Shehnaz Mumtaz Ali.

Shehnaz 08-26-2022



State of: Alabama County of: Jefferson
On this 26 Day of August, 2022 before me, the undersigned Notary Public, personally appeared Shehnaz Mumtaz Ali proved through satisfactory evidence of identification, which were U.S. ID, so of the person whose name is signed on the preceding or attached document and acknowledged
Name Rahim Karim Notary Public
My commission expires: 07-25-2023

ALABAMA Center for Health Statistics

ALABAMA CERTIFICATE OF DEATH

TYPE IN PERMANENT DARK INK

1. DECEASED LEGAL NAME (First, Middle, Last) (Type last name all capitals) Mumtaz, Sherali		2. LAST NAME PRIOR TO FIRST MARRIAGE ALI		3. COUNTY OF DEATH Jefferson	
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Birmingham, AL 35243		5. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		6. PLACE OF DEATH (Facility Name) - Hospital or Other Institution - (If not in either, give street and number) Grandview Medical Center	
7. IF HOSPITAL (Specify Inpatient, Outpatient, or DCA) CICU Inpatient		8. SEX <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		9. SOC	
11. AGE - Last Birthday (Years) 62		12. DATE OF BIRTH (Month, Day, Year)		10. BIRTHPLACE (State or Foreign Country) Pakistan	
14. EVER IN ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		15. SURVIVING SPOUSE (NAME PRIOR TO FIRST MARRIAGE) Sheraz Karim		13. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Married	
16. CITY, TOWN, OR LOCATION AND ZIP CODE Hoover, AL 35244		17. COUNTY Jefferson		18. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
19. STREET ADDRESS (Apt. Lot, Unit, if applicable) 2356 Arbor Glenn		21. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Sherali Hussain Khimji		22. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Mariam Sherali	
23. INFORMANT NAME AND RELATIONSHIP TO DECEASED Hassan Ali, Son		24. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, County, Zip Code, Apt. Lot) 2356 Arbor Glenn, Hoover, AL 35244			
25. DATE OF DISPOSITION (Month, Day, Year)		26. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Hospital Disposal <input type="checkbox"/> Medical Donation <input type="checkbox"/> Other (Specify)			
27. FUNERAL HOME (Name and Address) Jefferson Memorial Gardens, South Hoover, AL		28. LOCATION (City or Town, State) Hoover, AL			
29. FUNERAL HOME (Name and Address) Currie-Jefferson Funeral Home, 2701 John Hawkins Pkwy, Hoover, AL 35244		30. LICENSE NUMBER (Funeral Home) 1092		31. FUNERAL DIRECTOR OR OTHER AGENT - SIGNATURE Currie	
32. DATE SIGNED (Month, Day, Year)		33. LICENSE NUMBER (Funeral Director) 418		34. DATE SIGNED (Month, Day, Year)	
34. Certifying Physician, _____, Certifying Registered Nurse Practitioner, _____, Certifying Nurse Midwife, _____ To the best of my knowledge, death occurred at the time and place, and due to the cause(s) and manner stated. Medical Examiner, _____, Coroner, _____ On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. SIGNATURE: _____					
35. DATE		37. TIME OF DEATH 00:04		38. DATE PRONOUNCED DEAD (Month, Day, Year)	
39. TIME PRONOUNCED DEAD		40. NAME, ADDRESS, CITY, STATE AND ZIP CODE OF PERSON CERTIFYING USE OF DEATH (If not 40) Dr. Jacob, MD, 3690 Grandview Parkway, Birmingham, AL 35243			
41. LICENSE NUMBER (Certifier) 022729		42. REGISTRAR - SIGNATURE Nicole E. Rushing		43. DATE FILED	

MEDICAL CERTIFICATION

44. PART I. CAUSE OF DEATH. Enter the chain of events--diseases, injuries, or complications--that directly caused the death. DO NOT enter terminal events such as Cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Enter only one cause on a line.

IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. **Anterior STEMI (MYOCARDIAL INFARCTION)**
Due to (or as a consequence of):
b. **CHF**
Due to (or as a consequence of):
c. **ANOXIC ENCEPHALOPATHY**
Due to (or as a consequence of):
d.

Approximate Interval Onset to death

45. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

46. MANNER OF DEATH
 Natural Homicide Accident Pending Investigation Suicide Undetermined

47. DID TOBACCO USE CONTRIBUTE TO DEATH?
 Yes Probably No Unknown

48. IF FEMALE: Not pregnant within past year Pregnant at time of death Not pregnant, but pregnant within 42 days of death Not pregnant, but pregnant 43 days to 1 year before death Unknown if pregnant within the past year

49. DATE OF INJURY (Month, Day, Year)

50. TIME OF INJURY

51. PLACE OF INJURY (e.g., Decedent's home, construction site; restaurant; wooded area)

52. INJURY AT WORK?
 Yes No

53. LOCATION OF INJURY (Street or R.F.D. No., City or Town, County, State)

54. IF TRANSPORTATION INJURY, SPECIFY
 Driver/Operator Passenger Pedestrian Other (Specify)

55. DESCRIBE HOW INJURY OCCURRED

56. AUTOPSY/TOXICOLOGY PERFORMED?
Autopsy Yes No Unknown
Toxicology Yes No Unknown

57. WERE FINDINGS CONSIDERED?
Autopsy Yes No No
Toxicology Yes No No

THIS IS A LEGAL RECORD AND MUST BE FILED WITHIN FIVE (5) DAYS AFTER DEATH.

NAME OF DECEASED
Mumtaz, A

ALABAMA

Center for Health Statistics

Amendment No. [REDACTED]

ALABAMA AMENDMENT TO RECORD OF DEATH

This amendment corrects the record identified below.

INFORMATION FROM ORIGINAL RECORD

Name Mumtaz S. Ali
County of Death Jefferson

Certificate No. [REDACTED]
Date of Death [REDACTED]
File Date [REDACTED]

ITEM# ITEM DESCRIPTION

CORRECT INFORMATION

ITEM#	ITEM DESCRIPTION	CORRECT INFORMATION
15	Surv. Spouse Name Prior to 1st Marriage	Shehnaz M Karim

EVIDENCE SUPPORTING CORRECTION:

A request from Sara Mendoza at Currie-Jefferson Funeral Home to correct a funeral home error.

PERSON REQUESTING CORRECTION:

Name SARA MENDOZA Relationship FUNERAL HOME REP.
Address 2701 JOHN HAWKINS PKWY City, State, Zip HOOVER, AL 35244

I certify the foregoing amendment is hereby made a part of the record concerned without determination of its probative value. Done this [REDACTED] day of [REDACTED]

By Shayla Santiago
Recording Clerk

ADPH-F-HS-38/Rev. 1-16

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama.

April 6, 2022

Nicole Henderson Rushing
Nicole Henderson Rushing
State Registrar of Vital Statistics

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):
BABAJAN FOOD MART INC.
2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
3. Street (No PO Boxes) address of principal office of the corporation:
5616 COURT I BIRMINGHAM, AL 35208
Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): RAHIM A KARIM
Street (No PO Boxes) address of registered office (must be located in Alabama):
5616 COURT I Birmingham, AL 35208
*COUNTY of above address: JEFFERSON
Mailing address in Alabama of registered office (if different from street address):
149 HAYESBURY CT PELHAM, AL 35124 SHELBY

(For SOS Office Use Only)

Alabama
Sec. Of State
001-027-678 D/C
Date 06/30/2022
Time 00:21:00
File \$100.00
County \$100.00

Total \$200.00

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9 A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

6 / 30 / 2022
Date (MM/DD/YYYY)

RAHIM A KARIM
Signature as required by 10A-2A-1.20
PRESIDENT
Title

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

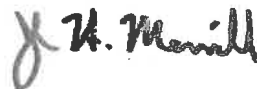
BABAJAN FOOD MART INC.

This name reservation is for the exclusive use of RAHIM KARIM, 5616 COURT I, BIRMINGHAM, AL 35208 for a period of one year beginning June 29, 2022 and expiring June 29, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 29, 2022

Date



RES031878

John H. Merrill

Secretary of State

Date of this notice: 06-30-2022

Employer Identification Number:
88-3052625

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

BABAJAN FOOD MART INC
G STORE
5616 COURT I
BIRMINGHAM, AL 35208

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3052625. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2022
Form 940	01/31/2023
Form 1120	04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BABA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



JEFFERSON COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY RECEIPTION

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 30 00 12 4 039 007.000
 OWNER: KARIM RAHIM A
 ADDRESS: 149 HAYESBURY COURT PELHAM AL 35124
 LOCATION: 5612 COURT I AL 35208

[590-00] Baths: 1.0 H/C Sqft: 2,628
 50-013-0 Bed Rooms: 0 Land Sch: \$165
 Land: 25,600 Imp: 274,900 Total: 300,500
 Acres: 0.336 Sales Info: 07/21/2021 \$10

<< Prev Next >> [3 / 4 Records] Processing...

Tax Year: 2022

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

QUICK LINKS

- BOE
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- News

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 35 BIRMINGHAM HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 72.5

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$304,400.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$25,620
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2
 PAVING CONCRETE 34PCR04 \$10,500
 CANOPY STEEL FR 36CSFLC \$17,800
 BLDG 001 590 \$246,600

CLASS 3
 TOTAL MARKET VALUE [APPR. VALUE: \$300,500]: \$300,520

Assessment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	35	\$60,100	\$390.65	\$0	\$0.00	\$390.65
COUNTY	2	35	\$60,100	\$811.35	\$0	\$0.00	\$811.35
SCHOOL	2	35	\$60,100	\$492.82	\$0	\$0.00	\$492.82
DIST SCHOOL	2	35	\$60,100	\$0.00	\$0	\$0.00	\$0.00
CITY	2	35	\$60,100	\$1,712.85	\$0	\$0.00	\$1,712.85
FOREST	2	35	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	35	\$60,100	\$342.57	\$0	\$0.00	\$342.57
SPC SCHOOL2	2	35	\$60,100	\$607.01	\$0	\$0.00	\$607.01

ASSD. VALUE: \$60,100.00

\$4,357.25

TOTAL FEE & INTEREST: (Detail) \$65.61

GRAND TOTAL: \$4,422.86

Payoff Quote

DEEDS

INSTRUMENT NUMBER

INSTRUMENT NUMBER	DATE
2021084078	7/21/2021
2021084077	7/9/2021
200102-9633	1/1/1900

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2022		\$0.00
11/18/2021	2021	DANISH FOOD MART	\$4,443.63
1/16/2021	2020	GEORGE CLARENCE R	\$4,443.63
12/31/2019	2019	CLARENCE R GEORGE	\$4,443.63
1/23/2019	2018	NEW FRONTIER OIL LLC	\$2,796.22
1/9/2018	2017	GEORGE CLARENCE	\$2,776.13
	2016		\$0.00
	2015		\$0.00
1/21/2015	2014	NEW FRONTIER OIL	\$2,600.40
1/17/2014	2013	G-STORE	\$2,600.40
1/16/2013	2012	G STORE	\$2,614.09
6/22/2013	2012	PRIOR YEAR LITIGATIONS - FINAL SETTLEMENT	\$2,647.67
20111231	2011	***	\$2,647.67
	2010	***	\$2,647.67
20100119	2009	***	\$2,664.42
20081231	2008	***	\$2,828.37

CITIZEN ACCESS PORTAL

20071231	2007	***	\$2,647.57
20061231	2006	***	\$2,576.77
20051230	2005	***	\$2,443.33
20050223	2004	***	\$1,456.49
20040217	2003	***	\$106.37
20021230	2002	***	\$94.23
20011228	2001	***	\$94.23
20001231	2000	***	\$384.73
19991231	1999	***	\$384.73
19981211	1998	***	\$339.43
19971206	1997	***	\$339.43
19961231	1996	***	\$324.43



Powered By E-Ring Inc

Website Disclaimer

Neighborhood Voting Form: Liquor Applications

Date: 9/20/22

Application Type: Special Retail Liquor – More than 30 Days

Subject: Applicant's Entity Name Riggins Venue LLC
Business Name Riggins Venue
Business Address 1575 Bessemer Rd

Type of License/Permit Applying For:

- | | |
|---|---|
| <input type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input type="checkbox"/> Restaurant Retail Liquor | <input checked="" type="checkbox"/> Special Retail License (over 30 days) |
| <input type="checkbox"/> Special Retail License (under 30 days) | <input type="checkbox"/> Pool Table Permit |
| <input type="checkbox"/> Division I Dance Permit (customers) | <input type="checkbox"/> Division II Dance Permit |

The _____ Neighborhood Association met on _____ and voted about the above-named license application. The concerns of the Neighborhood regarding the granting of this license are indicated as follows: (Please check one)

_____ Attendance _____ Oppose _____ Support No Recommendation

Reason for Opposition _____
No Neighborhood Officers
Residents are attending the
Committee meeting.

Applicant: _____ attended NA meeting _____ did not attend NA meeting

President/Officer

Neighborhood Officers: (Please return this form to the of attention Latonya Tate / Public Safety; City of Birmingham; 710 North 20th Street, Birmingham, AL 35203; City Council Chambers; 3rd Floor)
Failure to attend the neighborhood meeting may result in a delay in the liquor process.

1/6/2023
Scheduled for mtg
on 1/12/2023

New Application: Special Retail Liquor Type 160/More than 30 Days

The following applicant has applied to the City of Birmingham for an alcohol, dance or pool table license:

Name of Applicant: Riggins Venue LLC

Mailing Address: 1548 Dennison Ave SW
Birmingham, AL 35211

Trade Name: Riggins Venue

Location Address: 1575 Bessemer Rd

Contact Number: (205)908-3900

Contact Person:
Alfred Riggins

New Application

Transfer

Type of License

- | | |
|--|--|
| <input type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I (Fraternal) | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input type="checkbox"/> Restaurant Retail Liquor | <input type="checkbox"/> Special Retail Liquor (7 days or less) |
| <input checked="" type="checkbox"/> Special Retail Liquor (over 30 days) | <input type="checkbox"/> Special Retail Liquor (under 30 days) |
| <input type="checkbox"/> Division I Dance Permit (customer) | <input type="checkbox"/> Division II Dance Permit (entertainers) |
| <input type="checkbox"/> Pool Table Permit (send copy of application) | |

Kitchen equipped: yes no

Number of table and chairs 20TBS/100CHS

Date Applied: 9/20/22

Revenue Examiner: GS

Copy: Fire Prevention
Health Department
Community Development
Operation New Birmingham
Melanie Genkin (pool tables)
Katrina Thomas (PEP)

**City of Birmingham
Application for
Alcoholic Beverage License**

New Application
Transfer

SPECIAL RETAIL LIQ TYPE 160/MORE 30 DAYS

By: GS

(Enter Type of License Applied For)

(Revenue Official)

1. Name of Applicant (s) Riggins Venue LLC

(Indicate whether Individual, Partnership, Corporation, LLC, LLP, etc)

2. Name and address of individual applicant or all partners and members if partnership or assoc., or all officers and directors, if corporation
(Attach separate sheet if necessary)

Social Security Number Drivers License Number Name of Owner, Officer or Partner	Title	Date of Birth Place of Birth	Present Residence Address	Length of Residence at Place Named
ALDL# [REDACTED] Alfred Leshun Riggins	Member	[REDACTED] Birmingham, AL	1548 Dennison Ave SW Birmingham, AL 35211	27 years

Note: If a corporation, LLC or LLP, give place and date of incorporation or issuance of certificate of authority to do business in Alabama:

Book 239-620 Page: 1 of 3 Date: 3/09/2021 County: Jefferson
Foreign Corporation: certificate of Authority Date: (get copy of original papers)

3. Trade Name Riggins Venue

4(a) Location 1575 Bessemer Rd
Exact Street Number, or if on Highway, give details as to Location
Birmingham, Alabama Zip Code 35208 County Jefferson Shelby

(b) Length of time at this location

(c) Mailing Address: **1548 Dennison Ave SW Birmingham, AL 35211**

(d) Business Phone _____ Fax: _____ Other Contact: **(205)908-3900**

5. Name, trade name and License number of last or previous licensee: **Boss Entertainment LLC**
Trade name Boss Entertainment Year 2021 Type 007A Taxpayer ID 666911

6 (a) Owner of real estate for which license is desired Riggins Venue LLC
1548 Dennison Ave SW Birmingham, AL 35211
Address

(b) Give a full description of the premises for which a license is desired: New Construction Existing Structure
Description 1 Story Bldg

(c) Is establishment equipped with tables and chairs? Yes No If "Yes", how many? **20TBS/100CHS**

7. Has a liquor, malt or brewed beverage license for premises ever been denied, suspended or revoked? Yes No
If "Yes", explain fully _____

8 (a) Pool Tables? Yes No Coin Operated? Yes No Standard Provider:

(b) Video Games? Yes No Juke Box or Slot Musical Equipment? Yes No

(c) Vending Machines (Snacks/Sodas)? Yes No Cigarettes or Tobacco Products? Yes No Other?

9 (a) Will you allow dancing? Yes No If "Yes": Customer/Patron? Div I Exhibition/Performance? Div II

(b) Independent Contract Employees (Disc Jockey, Band, Bartenders, Servers)? Yes No

- 10 (a) Are these premises kitchen equipped? Yes No Not Applicable
- (b) Is kitchen apart from but convenient to the dining room? Yes No
- (c) Is place of business habitually and principally used for providing food to the public? Yes No
- (d) If not kitchen equipped, is any type of food served? Yes No If "Yes", explain Catered Food
- (e) Are these premises equipped for on premises consumption of liquor? Yes No
- (f) Will this business be operating primarily as a package store? Yes No
- (g) Seating Capacity: _____
- (h) For a SPECIAL RETAIL LICENSE, less than thirty (30) days: Starting Date _____ Ending Date _____
- (i) For a SPECIAL RETAIL LICENSE, more than thirty (30) days: Starting Date _____ Ending Dec. 31, _____
- (j) For a SPECIAL EVENTS RETAIL LICENSE, not to exceed seven (7) days: Starting _____ Ending _____
(Note: Application must be filed 120 days in advance of event for which license is applied for)
- (k) Event Sponsor _____ Phone Number _____
- (1) Sponsor Letter of Designation? Yes No
- (2) Multi-Vendor Sponsorship? Yes No
- (3) Street Closing Required? Yes No
- (4) Park Board Permission? Yes No

- 11 (a) Does the club charge and collect dues from elected members? Yes No
- (b) How many paid-up members are there in the club? _____
- (c) Are regular meetings held? Yes No If so, when? _____
- (d) Is business conducted through officers regularly elected? Yes No
- (e) Are members admitted by written application, investigation, and ballot? Yes No
- (f) For what purpose is the club organized and operated? Social Patriotic Political Athletic Other

12. List below the court records for law violations in the last ten (10) years, if any, of each person interested in this application, including the manager, whether as sole applicant, partner, officer, member, or landlord. (Do not include traffic violations, except D.U.I. and reckless driving. If no record, state "None".)

Name	Violation Charged	Name of Court	Date	Disposition of Case
<u>No Applicant</u>				

Applicant for the Alcoholic Beverage license requested by the aforementioned applicant hereby swears or affirms that he or she has read said application and that all the statements therein and the facts set forth therein are true and correct, and that the applicant is the only person interested in the business for which said license is requested.

Sworn and subscribed before me this 20th day of September, 2022

Alfred R. [Signature]
 Signature of Affiant

[Signature]
 Signature of Revenue Official

This application will not be processed until all fees due at the time of application are paid and receipts are on file.

For Zoning Purposes Only:
Special Retail Lic Type 160/More than
30 Days

TAXPAYER IDENTIFICATION NUMBER
(City Office Use Only)

CITY OF BIRMINGHAM
APPLICATION FOR TAX CERTIFICATE

The information that you provide in this application is protected by the confidentiality provisions outlined in Ordinance No. 97-183, "The Business License Code of the City of Birmingham", Article II, Section 14. Please type or print. This application should be completed fully to avoid delays in processing.

Section 1 - WHAT WOULD YOU LIKE TO DO?

- Register a new business (Please complete all sections)
- Add a New Location or Tax Type to your current registration (Please complete Sections 2, 3, 5-10, 12, 13, and 14)
- Change Business Ownership of your current registration (Please complete all sections)
- Change the Mailing Address only for your current registration (Please complete Sections 2, 8-10, 12, 13 and 14)
- Change the Location Address of your current registration (Please complete Sections 2, 3, 5-13, and 14)
- Change in Corporate Officers, Members, or Partners (Please complete Sections 2, 5, 7-9,, 11-13, and 14)
- Provide a general "update" of your current registration information (Please complete all sections)

Section 2 - LEGAL NAME AND MAILING ADDRESS to which tax forms are to be sent:

(Note: If mailing address is a post office box, the street address of the business must also be indicated.)

Full Legal Name: Riggins Venue LLC
Attention: _____
Address: 1548 Dennison Ave SW
City: Birmingham State: AL Zip Code: 35211
Area Code and Phone Number: (205)908-3900
Area Code and Fax Number: _____
Name of Contact Person: Alfred Riggins
E-Mail: _____ Website Address: _____

Section 3 - TRADE NAME AND LOCATION ADDRESS of office in Birmingham. If you are registering more than one location, please see reverse side of this form. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): Riggins Venue
Attention: _____
Address: 1575 Bessemer Rd
City: Birmingham State: AL Zip: 35208
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

Section 4 - CHANGE OF OWNERSHIP resulting from merger, purchase or acquisition of an existing business. If applicable, this section MUST be completed.

Former Owner: _____
Trade Name (d/b/a) _____
Mailing Address of Former Owner _____
Address (es) of Former Location(s) _____
Area Code and Phone Number of Former Owner: _____

Section 5 – TYPE OF OWNERSHIP

Please indicate the form of organization. NOTE: Please refer to the accompanying “General Information for Preparing an Application for Tax Certificate Form” instruction sheet for a listing of supplemental documentation to be included with this application.

- 1. Alabama Corporation (Incorporated in Alabama)
- 2. Partnership (two or more owners)
- 3. Sole Proprietor (one owner)
- 4. Unincorporated Association (i.e., PA)
- 5. Other _____
- 6. Limited Liability Partnership (LLP)
- 7. Limited Liability Company (LLC)
- 1. Foreign Corporation (Incorporated in another state)

Section 6 – TYPE OF BUSINESS

Please indicate the principal business activity category.

- 1. Manufacturer
- 2. Contractor (Please Specify)
- 3. Wholesaler
- 4. Retailer
- 5. Other (Please Specify) **Event Center**
- 6. Food/Eating Establishment
- 7. Day Care Center
- 8. Home Occupation/Home Office
(Please Specify the type of occupation or office)
- 9. State Certified, State Regulated, or State Licensed Occupations, (Please Specify)
- 10. Transient Vendors/Special Events:
Date(s) of the Event _____
Event Location _____

Section 7 – PRINCIPAL BUSINESS ACTIVITY AND PRODUCT

You should indicate the one business activity that accounts for the largest percentage of gross income. State the broad field of business activity as well as the product or service. For example-Activity: Wholesale Sales / Product: Pharmaceuticals OR Activity: Manufacturing / Product: Automobiles. Note: This information should be the same information as required by the Internal Revenue Service on Schedule c of Form 1040 for Sole Proprietorships.

Activity: Event Center Product: Special Event/ Alcohol

Section 8 – FEDERAL TAX ID NUMBER / NUMBER OF EMPLOYEES

Enter Federal Identification Number (REQUIRED) and the number of employees that will be working in Birmingham.

Federal ID Tax Number 85-4050321 Number of Employees in Birmingham (Required) _____

Section 9 – COMMENCEMENT OF BUSINESS ACTIVITY

Enter Date Business Activity Will Begin in Birmingham: Month _____ Day _____ Year _____
Enter Date City of Birmingham Taxpayer ID Applied For: Month _____ Day _____ Year _____

Section 10 – Tax Liabilities Check the taxes for which you are liable.

- TAX IDENTIFICATION NUMBERS NOW ASSIGNED TO YOU: (Write "None" if no number assigned)
- Sales Tax
 - Sellers Use Tax
 - Consumers Use Tax
 - Lease Tax
 - Occupational Tax- Employers
 - Lodgings Tax
- State of Alabama Sales Tax Number _____
State of Alabama Sellers Use Tax Number _____
State of Alabama Consumers Use Tax Number _____
State of Alabama Lease Tax Number _____
State of Alabama Lodgings Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)

3

Business License Tax

State of Alabama Unemployment Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

SECTION 14 - ADDITIONAL TAXABLE LOCATIONS

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. **(Important Note: All business locations are subject to zoning approval.)**
Location

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Area Code and Phone Number of Business Location: _____
 Area Code and Fax Number of Business Location: _____
 Name of Contact Person at Business Location: _____
 E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location _____

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS _____
BLIC _____
TERRITORY _____
ANNEX _____
HEALTH DEPT PERMIT _____
OTHER REQUIRED PERMIT _____
ARTICLES OF INCORPORATION _____
CERTIFICATE OF AUTHORITY _____
TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. **(Important Note: All business locations are subject to zoning approval.)**
Location

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
 Attention: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Area Code and Phone Number of Business Location: _____
 Area Code and Fax Number of Business Location: _____
 Name of Contact Person at Business Location: _____
 E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location _____

ZONING APPROVAL AND COMMENTS:
HOME OCCUPATION CERTIFICATE EXECUTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE

SIC OR NAICS _____
BLIC _____
TERRITORY _____
ANNEX _____
HEALTH DEPT PERMIT _____
OTHER REQUIRED PERMIT _____
ARTICLES OF INCORPORATION _____
CERTIFICATE OF AUTHORITY _____
TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$200.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616. The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located. The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

This form must be typed.

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. (You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply):

RIGGINS VENUE LLC

- 2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

- 3. The name of the Registered Agent (only one agent): ALFRED RIGGINS

Street (No PO Boxes) address of Registered Office (~~must be located in Alabama~~): 1548 DENNISON AVE SW

BIRMINGHAM, AL 35211

*COUNTY of above address: JEFFERSON

Mailing address ~~in Alabama~~ of Registered Office (if different from street address): _____

- 4. The undersigned certify that there is at least one member of the limited liability company.

This form was prepared by: (type name and full address)

ALFRED RIGGINS
1548 DENNISON AVE SW
BIRMINGHAM, AL 35211

RECEIVED DATE
MAR 09 2021
SECRETARY OF STATE
OF ALABAMA

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
839-620 DLL
Date 3/09/2021
Time 17:00
210310 5 Pg
Jefferson County

File \$100.00
County \$100.00

Total \$200.00
02/004

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

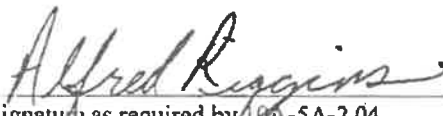
- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 03 / 05 / 2021 as the effective date ~~(must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed)~~ and the time of filing to be 11 : 35 AM or PM. ~~(cannot be noon or midnight = 12:00)~~

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

03 / 05 / 2021
Date (MM/DD/YYYY)


Signature as required by 10A-5A-2.04

ALFRED RIGGINS
Typed Name of Above Signature

OWNER
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

*County of Registered Agent is requested in order to determine distribution of County filing fees

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of
RIGGINS VENUE LLC, as received and filed in the Office of the Secretary of
State on 03/09/2021.



20220511000011216

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

05/11/2022

Date

A handwritten signature in cursive script that reads "John H. Merrill".

John H. Merrill

Secretary of State

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

RIGGINS VENUE LLC

This name reservation is for the exclusive use of Alfred Riggins, 1548 Dennison ave sw, Birmingham, AL 35211 for a period of one year beginning August 26, 2020 and expiring August 26, 2021

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.



RES902065

August 26, 2020

Date

J. H. Merrill

John H. Merrill

Secretary of State

	Alabama
	Sec. Of State
New Entity	
839-620	
Date	3/09/20
Time	17:00
210310	5
	Jefferson County
File	\$100.00
County	\$100.00
Total	\$200.00

837007

Riggins Venue Safety Plan

Location: 1575 Bessemer Road, Birmingham, Alabama 35208

Riggins Venue is an Upscale Event Center, Conference Center, Concert Hall etc located on the west side of Birmingham Alabama. The venue has an occupancy capacity of 260. For safety and crowd control reasons the average attendance will be approximately 175 people. The venue will host shows, workshops, concerts, conferences, weddings, receptions and authorized private events.

Riggins Venue is a privately owned facility that will exercise serious discretion as to who is allowed to charter our facility. For added security potential renters must be 25 yrs of age or older. No exceptions will be made. Crowd control/count and precautions are in place and absolutely no admittance over occupancy capacity will be allowed. This will be stated and signed off on in ALL rental contracts. All bookings will clearly state maximum occupancy and the consequences of exceeding that occupancy, which will start with line holding outside the venue until some patrons leave and others can be allowed in or complete shut down of the event. We have zero tolerance for fighting, unruly guest both inside or outside of the venue, or any activity that poses a threat to the safety and security of our guest, the community or our employees in any way. Violation will result in said event being completely shut down and will be clearly stated in all signed contracts.

ALL events are required to have security. One guard is required for events up to 50 people, 2 guards for events up to 100 people and ALL events over 100 people will require 4 guards. This will ensure the safety of our renters and their guest, employees and the surrounding community. Officers of the Birmingham Police Department will provide security or a professional private security company. The Safety/Operations Manager at Riggins Venue will book security directly to ensure they are scheduled for the duration ALL events. For added safety a minimum of 2 representatives of Riggins Venue will discreetly be in attendance at ALL events held at our establishment.

We have 3 entrances/exits. Two located on the front side of the building that will be used for the entrance and exit of guest and one on the rear side of the building used by employees, deliveries and emergency exit. We have state of the art 24hr video surveillance both inside and outside of the venue for added safety and security.

At the close of business Riggins Venue employees will clean trash and debris from the interior, exterior and parking area as a matter of policy. Excessive amounts of trash and debris will result in a cleaning fee starting at \$250 that will be clearly stated in ALL signed contracts.

The contact information for the Safety/Operations Manager at Riggins Venue is: Tomeka Riggins (205) 567-9878. This person is responsible for addressing safety, security or City Code related complaints by patrons and/or neighbors of Riggins Venue.



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

(FOR COUNTY PROBATE OFFICE USE ONLY)

1. THE NAME OF THE LIMITED LIABILITY COMPANY

RIGGINS VENUE LLC

2. THIS FORM WAS PREPARED BY:

Alfred Riggins

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Alfred Riggins
1575 Bessemer rd
Birmingham, AL 35208
JEFFERSON

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

1548 Dennison ave sw
Birmingham, AL 35211
JEFFERSON

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

NON-PROFIT LLC

NON-PROFIT SERIES LLC

PROFESSIONAL SERIES LLC

PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8

(FOR SOS OFFICE USE ONLY)

SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11



20200826000014100

6. THE UNDERSIGNED SPECIFY 08/26/2020 12:16:44 AS THE EFFECTIVE DATE AND THE TIME OF FILING

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable

08/26/2020

DATE

Alfred Riggins Owner

ELECTRONIC SIGNATURE & TITLE

STATE OF ALABAMA
COUNTY OF JEFFERSON

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Regions Bank, as successor Trustee under the Bobby James Hulen GST Exempt Marital Testamentary Trust a/e/u Estate of Bobby James Hulen, deceased, Jefferson County Case #167111, (herein referred to as Grantor), for and in consideration of Thirty Five Thousand Dollars (\$35,000.00), the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto Riggins Venue, LLC (herein referred to as Grantee), in fee simple, together with every right of reversion, in or to the following described real property situated in the County of Jefferson, State of Alabama:

Parcel I

Lot 4A, according to Hulen Resurvey No. 1, as recorded in Map Book 200, page 23, in the Probate Office of Jefferson County, Alabama.

For ad valorem tax purposes only, the address for the above described property is 1575 Bessemer Road, Birmingham, AL 35208

Parcel II

Lots 19 and 20, Block 28, according to the Survey of Martin's Addition to Birmingham - Ensley, as recorded in Map Book 3, page 49, in the Probate Office of Jefferson County, Alabama.

For ad valorem tax purposes only, the address for the above described property is 4425 Burgin Avenue, Birmingham, AL 35208.

"This instrument is executed without warranty or representation of any kind on the part of the undersigned, expressed or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein".

"This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its corporate capacity, and the undersigned expressly limits its liability hereunder to the representative capacity named".

This conveyance and the warranties hereinafter contained are made subject to any and all covenants, restrictions, reservations, rights of way of record and easements heretofore imposed upon the subject property.

TO HAVE AND TO HOLD to the said Riggins Venue, LLC, in fee simple, and to the heirs, together with every right of reversion. Grantor makes no warranty or covenant respecting the nature or the quality of the title to the property hereby conveyed except the following: Grantor does hereby specifically warrant the title to said property against the lawful claims of all persons claiming by, through, or under the Grantor, since the date of acquisition thereof by the Grantor. SUBJECT however, to all covenants, restrictions, reservations, easements, conditions, liens and other rights of whatever nature appearing of record; Further subject to any state of facts an accurate survey would show.

IN WITNESS WHEREOF, the undersigned has set his/her hand as the duly authorized representative of the Regions Bank, as successor Trustee under the Bobby James Hulen GST Exempt Marital Testamentary Trust a/e/u Estate of Bobby James Hulen, deceased, Jefferson County Case #167111, this 2 day of September, 2020.

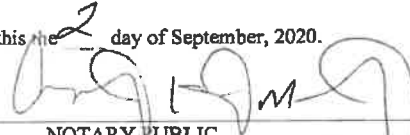
Regions Bank, as successor Trustee under the
Bobby James Hulen GST Exempt Marital
Testamentary Trust a/e/u Estate of Bobby James
Hulen, deceased, Jefferson County Case #167111


Christina McKinney, Trustee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that Christina McKinney, Trustee, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

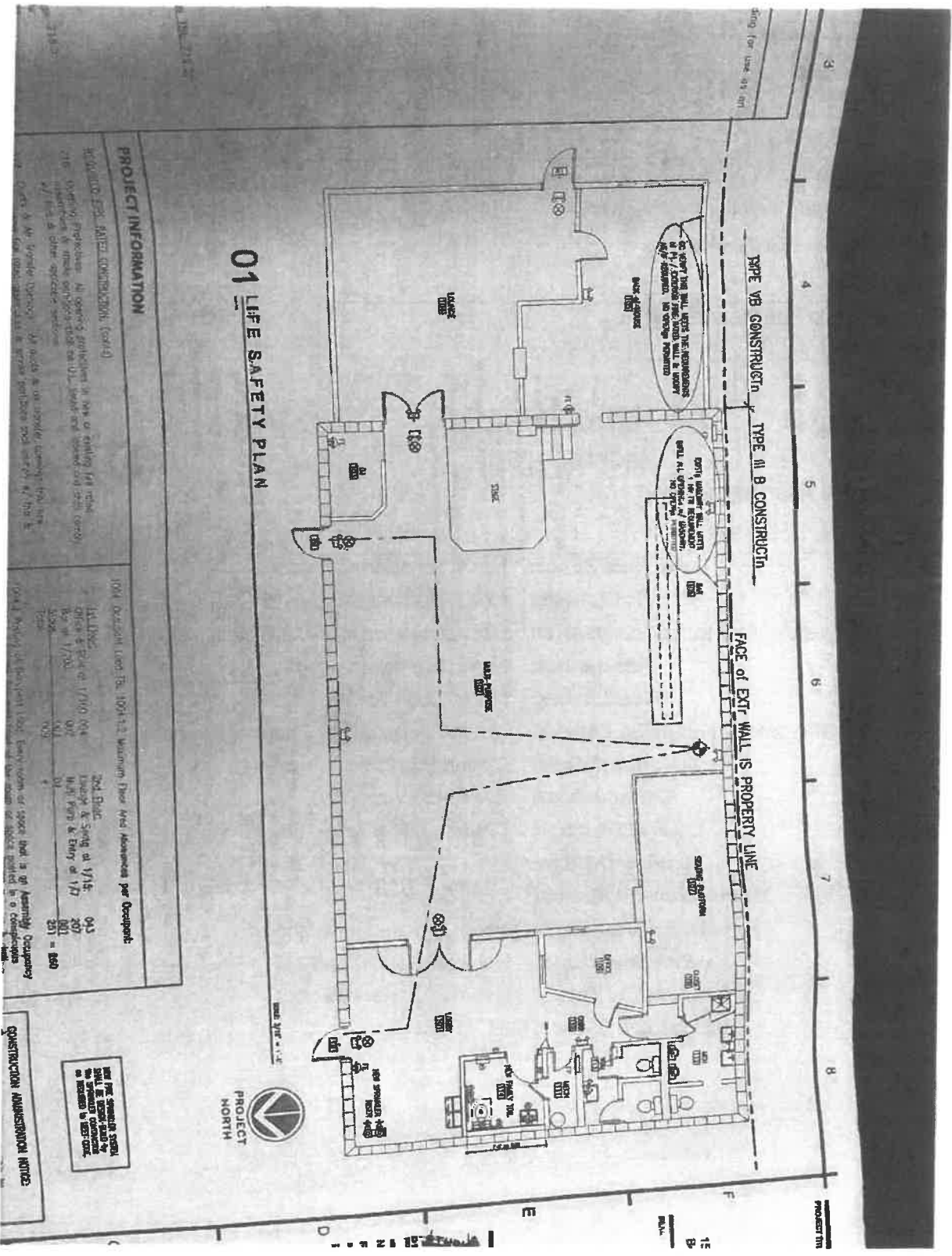
Given under my hand and official seal this the 2 day of September, 2020.



NOTARY PUBLIC
My Commission Expires: Nov. 4, 2023

THIS INSTRUMENT PREPARED BY:
David C. Jamieson, Attorney, 1855 Data Drive, Suite 255, Hoover, AL 35244
AFTER RECORDING RETURN TO:
Smith Closing & Title, LLC, 1855 Data Drive, Suite 255, Hoover, AL 35244





01 LIFE SAFETY PLAN

PROJECT INFORMATION

PROJECT NO. 1004-112-123456789
 PROJECT NAME: [REDACTED]
 PROJECT LOCATION: [REDACTED]
 PROJECT OWNER: [REDACTED]
 PROJECT ARCHITECT: [REDACTED]
 PROJECT ENGINEER: [REDACTED]

1004-112-123456789

DATE	DESCRIPTION	BY	CHECKED	SCALE
1/15/20	ISSUED FOR PERMIT	[REDACTED]	[REDACTED]	1/8" = 1'-0"
1/20/20	REVISION	[REDACTED]	[REDACTED]	1/8" = 1'-0"
2/10/20	REVISION	[REDACTED]	[REDACTED]	1/8" = 1'-0"
3/10/20	REVISION	[REDACTED]	[REDACTED]	1/8" = 1'-0"
4/10/20	REVISION	[REDACTED]	[REDACTED]	1/8" = 1'-0"

CONSTRUCTION ADMINISTRATION NOTICE

THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN A CONTRACT DOCUMENT.



PROJECT TITLE
 15
 B

PARCEL ID: 012900071031002001

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2021

DATE: Tuesday, September 20, 2022 8:07:38 AM

OWNER: RIGGINS VENUE LLC

ADDRESS: 1548 DENNISON AVE SW

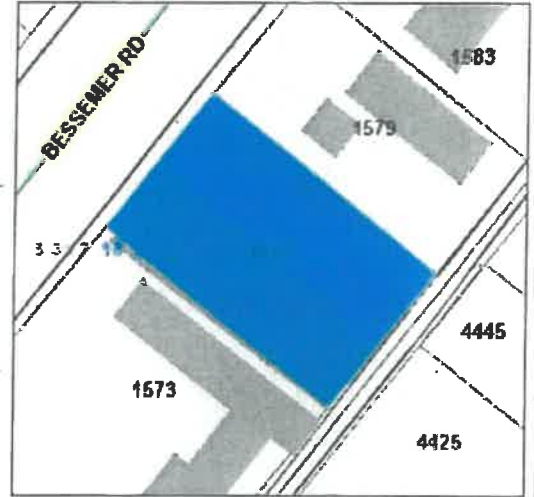
CITY/STATE: BIRMINGHAM AL

ZIP+4: 35211

SITE ADDR: 1575 BESSEMER RD

CITY/STATE: , AL

ZIP: 35208



LAND: \$27,700.00

BLDG: \$25,500.00

OTHER: \$0.00

AREA: 11,152.91

ACRES: 0.26

SUBDIVISION INFORMATION:

NAME HULEN RESUR NO 1 29-7-1

BLOCK:

LOT: 4-A

Land Slide Zones: Not in Land Slide Zones
Historic Districts: Not in Historic Districts
Commercial Revitalization District: Not in Commercial Revitalization District
Fire District: Not in Fire District
Flood Zones: Not in Flood Zones
Tax Increment Financing District: Not in Tax Increment Financing District
Neighborhoods: Central Prk (203)
Communities: Five Points West (2)
Council Districts: District - 8 (Councilor: Carol Clarke)
Zoning Outline: C2
Demolition Quadrants: DEM Quadrant - 2
Impaired Watersheds: Not in Impaired Watersheds
EPA Superfund: Not in EPA Superfund
Opportunity Zones: Not in Opportunity Zones
Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

CC: APPLICANT DRAPER MASON
COUNCILOR LATONYA TATE 205-244-466
BRANDON MCCRAY

Neighborhood Voting Form: Liquor Applications

WIL JONES - INCOMING N/A PRES

DANNY JONES - N/A SECRETARY

GREGORY STANLEY, CITY

BARBARA JACKSON, CITY

Date: 1/11/23

Application Type: Restaurant Retail Liquor

Subject: Applicant's Entity Name Urban Parc, LLC
 Business Name Urban Parc
 Business Address 1006 20th St S

Type of License/Permit Applying For:

- | | |
|---|--|
| <input type="checkbox"/> Lounge Retail Liquor Class I | <input type="checkbox"/> Lounge Retail Liquor Class II (Package Store) |
| <input type="checkbox"/> Club Liquor Class I | <input type="checkbox"/> Club Liquor Class II (Private) |
| <input type="checkbox"/> Beer Off Premise | <input type="checkbox"/> Beer On & Off Premise |
| <input type="checkbox"/> Wine Off Premise | <input type="checkbox"/> Wine On & Off Premise |
| <input checked="" type="checkbox"/> Restaurant Retail Liquor | <input type="checkbox"/> Special Retail License (over 30 days) |
| <input type="checkbox"/> Special Retail License (under 30 days) | <input type="checkbox"/> Pool Table Permit |
| <input type="checkbox"/> Division I Dance Permit (customers) | <input type="checkbox"/> Division II Dance Permit |

The FIVE POINTS SMITH Neighborhood Association met on Jan 17, 2023 and voted about the above-named license application. The concerns of the Neighborhood regarding the granting of this license are indicated as follows: (Please check one)

 Attendance 0 Oppose 11* Support 0 No Recommendation

APPROVE WITH CONDITION THAT APPLICANT MEET WITH HOMEWOOD SUITES

Reason for Opposition HOTEL MANAGER (ON COMMON WALL) TO AVOID MUSIC SPILL-OVER FROM PARC'S ROOF TOP BAR ADVERSELY AFFECTING HOTEL GUESTS ON THAT SIDE. PARC SHOULD REMOVE OUTSIDE ILLEGAL SPEAKERS THAT BROADCAST MUSIC LOWER THAN CITY'S NOISE ORDINANCE & AVOID FUTURE VIOLATIONS THAT PRIOR "HIVE" CAUSED.

Applicant: attended NA meeting

did not attend NA meeting

OPERATOR OF BAR & SPOKE
MR DRAPER MASON

Sheila McChaffin Jan 21, 2023
President/Officer
SHEILA CHAFFIN cell 205-789-7925

Neighborhood Officers: (Please return this form to the of attention Latonya Tate /Public Safety; City of Birmingham; 710 North 20th Street, Birmingham, AL 35203; City Council Chambers; 3rd Floor)

Failure to attend the neighborhood meeting may result in a delay in the liquor process.

* IF APPLICANT DOESN'T COOPERATE WITH HOTEL BEFORE THIS CASE GOES TO CITY COUNCIL PUBLIC SAFETY COMMITTEE, THEN THIS ACTION BECOMES A DENIAL.

Sheila McChaffin

New Application: Restaurant Retail Liquor – Type 020

The following applicant has applied to the City of Birmingham for an alcohol, dance or pool table license:

Name of Applicant: Urban Parc, LLC

Mailing Address: 8130 Serene Lake Rd
McCalla, AL 35111

Trade Name: Urban Parc

Location Address: 1006 20th St S

Contact Number: (205)243-4663

Contact Person:
Draper Mason

New Application

Transfer

Type of License

- Lounge Retail Liquor Class I
- Club Liquor Class I (Fraternal)
- Beer Off Premise
- Wine Off Premise
- Restaurant Retail Liquor
- Special Retail Liquor (over 30 days)

- Lounge Retail Liquor Class II (Package Store)
- Club Liquor Class II (Private)
- Beer On & Off Premise
- Wine On & Off Premise
- Special Retail Liquor (7 days or less)
- Special Retail Liquor (under 30 days)

Division I Dance Permit (customer)

Division II Dance Permit (entertainers)

Pool Table Permit (send copy of application)

Kitchen equipped: yes no

Number of table and chairs 40TBS/100CHS

Date Applied: 1/11/2023

Revenue Examiner: GS

Copy: Fire Prevention
Health Department
Community Development
Operation New Birmingham
Melanie Genkin (pool tables)
Katrina Thomas (PEP)

**City of Birmingham
Application for
Alcoholic Beverage License**

New Application
Transfer

RESTAURANT RETAIL LIQUOR-TYPE 020
(Enter Type of License Applied For)

By: GS
(Revenue Official)

1. Name of Applicant (s) Urban Parc, LLC
(Indicate whether Individual, Partnership, Corporation, LLC, LLP, etc)
2. Name and address of individual applicant or all partners and members if partnership or assoc., or all officers and directors, if corporation
(Attach separate sheet if necessary)

Social Security Number Drivers License Number Name of Owner, Officer or Partner	Title	Date of Birth Place of Birth	Present Residence Address	Length of Residence at Place Named
ALDL# [REDACTED] Draper Lewis Mason	Member	[REDACTED] Birmingham, AL	8130 Serene Lake Rd McCalla, AL 35111	2 years

Note: If a corporation, LLC or LLP, give place and date of incorporation or issuance of certificate of authority to do business in Alabama:

Book 001-042 Page: 1 of 3 Date: 10/04/2022 County: Jefferson
966

Foreign Corporation: certificate of Authority Date: (get copy of original papers)

3. Trade Name Urban Parc
- 4(a) Location 1006 20th St S
Exact Street Number, or if on Highway, give details as to Location
Birmingham, Alabama Zip Code 35205 County Jefferson Shelby
- (b) Length of time at this location _____
- (c) Mailing Address: **8130 Serene Lake Rd McCalla, AL 35111**
- (d) Business Phone _____ Fax: _____ Other Contact: **(205)243-4663**

5. Name, trade name and License number of last or previous licensee: **The Hive Bham, LLC**
Trade name The Hive Year 2022 Type 150I 150L Taxpayer ID 678400
150M6

- 6 (a) Owner of real estate for which license is desired 1006 20th Street South, LLC
1820 3rd Avenue N, Unit 301 Birmingham, AL 35203 Address
- (b) Give a full description of the premises for which a license is desired: New Construction Existing Structure
Description 2 Story Bldg
- (c) Is establishment equipped with tables and chairs? Yes No If "Yes", how many? 40TBS/100CHS

7. Has a liquor, malt or brewed beverage license for premises ever been denied, suspended or revoked? Yes No
If "Yes", explain fully _____

- 8 (a) Pool Tables? Yes No Coin Operated? Yes No Standard Provider:
(b) Video Games? Yes No Juke Box or Slot Musical Equipment? Yes No
(c) Vending Machines (Snacks/Sodas)? Yes No Cigarettes or Tobacco Products? Yes No Other? _____

- 9 (a) Will you allow dancing? Yes No If "Yes": Customer/Patron? **Div I** Exhibition/Performance? **Div II**
 (b) Independent Contract Employees (Disc Jockey, Band, Bartenders, Servers)? Yes No
- 10 (a) Are these premises kitchen equipped? Yes No Not Applicable
 (b) Is kitchen apart from but convenient to the dining room? Yes No
 (c) Is place of business habitually and principally used for providing food to the public? Yes No
 (d) If not kitchen equipped, is any type of food served? Yes No If "Yes", explain _____
 (e) Are these premises equipped for on premises consumption of liquor? Yes No
 (f) Will this business be operating primarily as a package store? Yes No
 (g) Seating Capacity: _____
 (h) For a SPECIAL RETAIL LICENSE, less than thirty (30) days: Starting Date _____ Ending Date _____
 (i) For a SPECIAL RETAIL LICENSE, more than thirty (30) days: Starting Date _____ Ending Dec. 31, _____
 (j) For a SPECIAL EVENTS RETAIL LICENSE, not to exceed seven (7) days: Starting _____ Ending _____
(Note: Application must be filed 120 days in advance of event for which license is applied for)
 (k) Event Sponsor _____ Phone Number _____
 (1) Sponsor Letter of Designation? Yes No
 (2) Multi-Vendor Sponsorship? Yes No
 (3) Street Closing Required? Yes No
 (4) Park Board Permission? Yes No

- 11 (a) Does the club charge and collect dues from elected members? Yes No
 (b) How many paid-up members are there in the club? _____
 (c) Are regular meetings held? Yes No If so, when? _____
 (d) Is business conducted through officers regularly elected? Yes No
 (e) Are members admitted by written application, investigation, and ballot? Yes No
 (f) For what purpose is the club organized and operated? Social Patriotic Political Athletic Other

12. List below the court records for law violations in the last ten (10) years, if any, of each person interested in this application, including the manager, whether as sole applicant, partner, officer, member, or landlord. (Do not include traffic violations, except D.U.I. and reckless driving. If no record, state "None".)

Name	Violation Charged	Name of Court	Date	Disposition of Case
NO-Applicant				

Applicant for the Alcoholic Beverage license requested by the aforementioned applicant hereby swears or affirms that he or she has read said application and that all the statements therein and the facts set forth therein are true and correct, and that the applicant is the only person interested in the business for which said license is requested.

Sworn and subscribed before me this 11th day of January, 2023

[Signature]
Signature of Affiant

[Signature]
Signature of Revenue Official

This application will not be processed until all fees due at the time of application are paid and receipts are on file.

For Zoning Purposes Only:
Restaurant Retail Liquor-Type 020

TAXPAYER IDENTIFICATION NUMBER
(City Office Use Only)

CITY OF BIRMINGHAM
APPLICATION FOR TAX CERTIFICATE

The information that you provide in this application is protected by the confidentiality provisions outlined in Ordinance No. 97-183, "The Business License Code of the City of Birmingham", Article II, Section 14. Please type or print. This application should be completed fully to avoid delays in processing.

Section 1 - WHAT WOULD YOU LIKE TO DO?

- Register a new business (Please complete all sections)
- Add a New Location or Tax Type to your current registration (Please complete Sections 2, 3, 5-10, 12, 13, and 14)
- Change Business Ownership of your current registration (Please complete all sections)
- Change the Mailing Address only for your current registration (Please complete Sections 2, 8-10, 12, 13 and 14)
- Change the Location Address of your current registration (Please complete Sections 2, 3, 5-13, and 14)
- Change in Corporate Officers, Members, or Partners (Please complete Sections 2, 5, 7-9, 11-13, and 14)
- Provide a general "update" of your current registration information (Please complete all sections)

Section 2 - LEGAL NAME AND MAILING ADDRESS to which tax forms are to be sent:

(Note: If mailing address is a post office box, the street address of the business must also be indicated.)

Full Legal Name: Urban Parc, LLC
Attention: _____
Address: 8130 Serene Lake Rd
City: McCalla State: AL Zip Code: 35111
Area Code and Phone Number: (205)243-4663
Area Code and Fax Number: _____
Name of Contact Person: Draper Mason
E-Mail: _____ Website Address: _____

Section 3 - TRADE NAME AND LOCATION ADDRESS of office in Birmingham. If you are registering more than one location, please see reverse side of this form. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): Urban Parc
Attention: _____
Address: 1006 20th St S
City: Birmingham State: AL Zip: 35205
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

Section 4 - CHANGE OF OWNERSHIP resulting from merger, purchase or acquisition of an existing business. If applicable, this section MUST be completed.

Former Owner: _____
Trade Name (d/b/a) _____
Mailing Address of Former Owner _____
Address (es) of Former Location(s) _____
Area Code and Phone Number of Former Owner: _____

Section 5 - TYPE OF OWNERSHIP

Please indicate the form of organization. NOTE: Please refer to the accompanying "General Information for Preparing an Application for Tax Certificate Form" instruction sheet for a listing of supplemental documentation to be included with this application.

- 1. Alabama Corporation (Incorporated in Alabama)
- 2. Partnership (two or more owners)
- 3. Sole Proprietor (one owner)
- 4. Unincorporated Association (i.e., PA)
- 5. Other _____
- 6. Limited Liability Partnership (LLP)
- 7. Limited Liability Company (LLC)
- 1. Foreign Corporation (Incorporated in another state)

Section 6 - TYPE OF BUSINESS

Please indicate the principal business activity category.

- 1. Manufacturer
- 2. Contractor (Please Specify)
- 3. Wholesaler
- 4. Retailer
- 5. Other (Please Specify)
- 6. Food/Eating Establishment
- 7. Day Care Center
- 8. Home Occupation/Home Office
(Please Specify the type of occupation or office)
- 9. State Certified, State Regulated, or State Licensed Occupations, (Please Specify)
- 10. Transient Vendors/Special Events:
Date(s) of the Event _____
Event Location _____

Section 7 - PRINCIPAL BUSINESS ACTIVITY AND PRODUCT

You should indicate the one business activity that accounts for the largest percentage of gross income. State the broad field of business activity as well as the product or service. For example-Activity: Wholesale Sales / Product: Pharmaceuticals OR Activity: Manufacturing / Product: Automobiles. Note: This information should be the same information as required by the Internal Revenue Service on Schedule c of Form 1040 for Sole Proprietorships.

Activity: Restaurant Product: Alcohol/Food/Video Games

Section 8 - FEDERAL TAX ID NUMBER / NUMBER OF EMPLOYEES

Enter Federal Identification Number (REQUIRED) and the number of employees that will be working in Birmingham.

Federal ID Tax Number 92-0576923 Number of Employees in Birmingham (Required) _____

Section 9 - COMMENCEMENT OF BUSINESS ACTIVITY

Enter Date Business Activity Will Begin in Birmingham: Month _____ Day _____ Year _____
Enter Date City of Birmingham Taxpayer ID Applied For: Month _____ Day _____ Year _____

Section 10 - Tax Liabilities Check the taxes for which you are liable.

- Sales Tax
 - Sellers Use Tax
 - Consumers Use Tax
 - Lease Tax
 - Occupational Tax- Employers
 - Lodgings Tax
 - Business License Tax
- TAX IDENTIFICATION NUMBERS NOW ASSIGNED TO YOU: (Write "None" if no number assigned)**
- State of Alabama Sales Tax Number _____
 - State of Alabama Sellers Use Tax Number _____
 - State of Alabama Consumers Use Tax Number _____
 - State of Alabama Lease Tax Number _____
 - State of Alabama Lodgings Tax Number _____
 - State of Alabama Unemployment Tax Number _____

If you have more than one business location, it is assumed that you will file consolidated returns for each of the taxes for which you may be liable, including sales, use, lease, occupational, and lodgings taxes. Each separate business location requires a separate business license.

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)

Section 11 - OWNER, PARTNERS, MEMBERS, OR CORPORATE OFFICERS
This information REQUIRED. (Attach additional sheets if necessary.)

NAME	TITLE	SOCIAL SECURITY NUMBER
Mason, Draper	Member	[REDACTED]

Section 12 - CORPORATE RESIDENT AGENT OR LOCAL MANAGER

Name: _____
 Address of Residence: _____
 City: _____ State: _____ Zip Code: _____
 Area Code and Phone Number of Residence: _____

Section 13- STATEMENT OF ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS -Please read carefully, then sign.

I declare, under the penalty of making a false declaration, that I am authorized to complete this form and to the best of my knowledge and belief all questions answered are true, correct, and complete statements, made in good faith. I understand and agree that the granting of this license requires my compliance with all applicable City of Birmingham Tax Code provisions, and state laws, as well as with all conditions set forth in any and all applicable City of Birmingham Laws, Ordinances, Rules and Regulations, and that any failure or refusal to comply with said laws, ordinances, rules and regulations may result in the revocation of any license issued pursuant to this application. I also understand that disclosure of any false or misleading information will result in automatic denial of any license issued pursuant to this application, or in the revocation of the license if such has already been issued. I understand that it is unlawful for any person to commence or engage in any business, vocation, occupation or profession, who is not otherwise exempt therefrom under the provisions of the City of Birmingham Business License Tax Code (Ordinance No. 97-183), without first having procured a license therefore, and that it is unlawful for any person to continue in any business, vocation, occupation, or profession after the expiration of a license previously issued without obtaining a new license. I further understand that it is unlawful for any person to engage in or continue in any business, vocation, occupation, or profession at any location within the corporate limits of the City of Birmingham without approval from the City of Birmingham Department of Planning, Engineering, and Permits (Zoning Division).

Signed: _____
 Signature of Person Completing This Application Date: 1/11/2023

Draper Mason
 Print the Name of the Person Completing This Application Phone Number of Person Completing Application: 205-243-4663

CITY OFFICE USE ONLY Location

ZONING APPROVAL AND COMMENTS:
 OK B3 01/11/2023 ER
 Must be Approved by City Council

HOME OCCUPATION CERTIFICATE EXECUTED
 YES NO NOT APPLICABLE

SIC OR NAICS _____
 BLIC _____
 TERRITORY _____
 ANNEX _____
 HEALTH DEPT PERMIT _____
 OTHER REQUIRED PERMIT _____
 ARTICLES OF INCORPORATION _____
 CERTIFICATE OF AUTHORITY _____
 TAX FORMS ORDERED NBL ORDERED

APPLICATION FOR TAX CERTIFICATE (CITY OF BIRMINGHAM, ALABAMA)
SECTION 14 - ADDITIONAL TAXABLE LOCATIONS

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS: _____ _____ _____	SIC OR NAICS _____ BLIC _____ TERRITORY _____ ANNEX _____ HEALTH DEPT PERMIT _____ OTHER REQUIRED PERMIT _____ ARTICLES OF INCORPORATION _____ CERTIFICATE OF AUTHORITY _____ TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>
--	---

Trade Name and Location Address of office in Birmingham. If you are registering more than one location, please use this section. Attach additional sheets if necessary. (Important Note: All business locations are subject to zoning approval.)

Please select: Commercial Establishment Private Residence No Physical Birmingham Location

Trade Name (d/b/a): _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Area Code and Phone Number of Business Location: _____
Area Code and Fax Number of Business Location: _____
Name of Contact Person at Business Location: _____
E-Mail: _____ Website Address: _____

CITY OFFICE USE ONLY - Location

ZONING APPROVAL AND COMMENTS: _____ _____ _____	SIC OR NAICS _____ BLIC _____ TERRITORY _____ ANNEX _____ HEALTH DEPT PERMIT _____ OTHER REQUIRED PERMIT _____ ARTICLES OF INCORPORATION _____ CERTIFICATE OF AUTHORITY _____ TAX FORMS ORDERED <input type="checkbox"/> NBL ORDERED <input type="checkbox"/>
--	---

COMMERCIAL DRIVER LICENSE



ALABAMA

NOT FOR FEDERAL IDENTIFICATION



NO. [REDACTED] CLASS A
D.O.B. [REDACTED] EXPIRES [REDACTED]
DRAPER LEWIS
MASON
8130 SERENE LAKE RD
MC CATA AL 35111-9258
ENDORSEMENTS: [REDACTED] SEX: M HT: 6-02 EYES: BRO
ISS: [REDACTED] SO: M WT: 240 HAIR: BLK

Secretary of Transportation
Secretary of Law Enforcement

Draper Lewis Mason



Info for Draper Mason, the one officer is listed below:

SSN [REDACTED]

Current address 8130 Serene Lake Road McCalla AL 35111

Length of time at current address 2 Years

DOB and place of birth [REDACTED] Birmingham AL Jefferson County

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 28th day of October, 2022 ("Effective Date"), by and between The Hive Bham, LLC ("Landlord") and Urban Parc, LLC ("Tenant") (individually a "Party" and together the "Parties").

WITNESSETH:

1. **Certain Definitions.** For purposes of this Lease, the following terms shall have the meanings hereinafter ascribed thereto:

- (a) Landlord: The Hive Bham, LLC
- (b) Landlord's Address: 1820 3rd Avenue North, Unit 301
Birmingham, AL 35203
Attention: Property Manager
- (c) Tenant: Urban Parc, LLC d/b/a Urban Parc
- (d) Tenant's Address: 1006 20th Street S
Birmingham, AL 35205
- (e) Guarantor: Draper Mason
- (f) Guarantor Address: 7100 Aaron Aronov Dr
Fairfield, AL 35064
- (g) Premises or Demised Premises: Those certain premises Landlord is leasing to Tenant located at the Premises Number at the Building Address and as further depicted on Exhibit A hereto.
- (h) Building Address: 1006 20th Street S,
Birmingham, AL 35205
- (i) Premises Number: Not Applicable
- (j) Rentable Floor Area of Demised Premises: approximately 7,742 rentable square feet
(approximately 49% of the Building)
- (k) Rentable Floor Area of Building: 15,800 rentable square feet
- (l) Initial Estimate of Operating Expenses: Beginning on Month 4, Tenant's proportionate share of Operating Expenses is initially estimated to be \$2.86 per square foot of the Rentable Floor Area of Building per annum. This amount is an estimate only, and the actual

amounts shall be determined as further described in this Lease, including Article 9 below.

- (m) **Commencement Date or Lease Commencement Date:** The Lease Commencement Date shall occur upon execution of this Lease.
- (n) **Rent Commencement Date:** The Rent Commencement Date shall occur upon execution of this Lease.
- (o) **Initial Lease Term:** The Initial Lease Term shall be for a period of forty-two (42) months.
- (p) **Option Term:** Tenant shall have one (1) three-year option to extend its Initial Lease Term, upon the terms and conditions set forth herein.
- (q) **Operating Expenses:** Tenant's proportionate share of Operating Expenses shall be determined as further described in this Lease, including Article 10 below.

(r) **Base Rental:**

LEASE YEAR	MONTHLY
Months 1-6	\$0.00
Months 7-12	lesser of (i) ten percent (10%) of Percentage Rental (as defined below) and (ii) \$30,000.00
Months 13-24	\$23,000.00
Months 25-36	\$26,000.00
Months 37-42	\$28,000.00

As used in this rent table, if the Lease Commencement Date is not the first day of the calendar month, Month 1 shall include the partial month in which the Lease Commencement Date falls and the first full calendar month thereafter. Base Rental for any partial month shall be prorated on a per-diem basis.

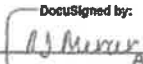
Tenant's Termination Right: Effective eighteen (18) months prior to the expiration of the Lease Term, Tenant shall have the option to terminate the Lease. To exercise such option, Tenant shall provide Landlord with written notice of its intention to exercise said the option to terminate no later than ninety (90) days prior to the date by which the Lease shall terminate at Tenant's option.

- (s) **Security Deposit:** \$80,000.00
- (t) **Broker(s):** Orchestra Partners Brokerage, LLC and SRS Real Estate Partners-Southeast, LLC are the agents of the Landlord with respect to this Lease. Barnes and Associates Realtors, LLC is the agent of the Tenant with respect to this Lease.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease as of the day, month and year first above written.

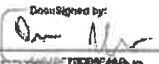
LANDLORD: The Hive Bham, LLC

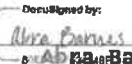
By: 
Name: Hunter Renfro
Title: Authorized Signatory

Witness: 
Printed Name: A.J. Mercer
Date: 10/28/2022 | 14:41 CDT

Witness: _____
Printed Name: _____
Date: _____

TENANT: Urban Parc, LLC d/b/a Urban Parc

By: 
Name: Draper Mason
Title: Manager

Witness: 
Printed Name: Ab Barnes
Date: 10/28/2022 | 13:30 CDT

Witness: _____
Printed Name: _____
Date: _____

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Urban Parc, LLC

This name reservation is for the exclusive use of Draper Lewis Mason, 8130 Serene Lake Road, McCalla, AL 35111 for a period of one year beginning October 04, 2022 and expiring October 04, 2023



RES049577

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 04, 2022

Date

J. H. Merrill

John H. Merrill

Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:
Urban Parc, LLC
2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
3. The name of the registered agent (only one agent): Draper L Mason
Street (no PO Boxes) address of registered office (must be located in Alabama):
1006 20th Street South Birmingham, AL 35205
*COUNTY of above address: JEFFERSON
Mailing address in Alabama of registered office (if different from street address):
8130 Serene Lake Road McCalla, AL 35111 JEFFERSON
4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-042-966 DLL
Date 10/04/2022
Time 14:06:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 10 / 4 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2 : 6 AM or PM. (cannot be noon or midnight - 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 4 / 2022
Date (MM/DD/YYYY)


Michael W. Carroll

Signature as required by 10A-5A-2.04

Attorney

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-04-2022

Employer Identification Number:
92-0576923

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

URBAN PARC LLC
URBAN PARC
% DRAPER LEWIS MASON SOLE MBR
8130 SERENE LAKE ROAD
MCCALLA, AL 35111

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0576923. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941
Form 940

01/31/2023
01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

**FIRE EVACUATION
And
FIRE SAFETY PLAN
For**



**1006 20th Street South
Birmingham, AL 35205**

PURPOSE

The purpose of this plan outline is to familiarize employees with policies and procedures related to building operations, emergency operations, assign responsibilities and prescribed procedures to protect and safeguard customers, employees, and property at Urban Parc in the event of fire or other emergency that may require evacuation.

SAFETY PLAN FORMAT

This FIRE SAFETY and FIRE EVACUATION plan outline will provide the actions to be taken in the event of a fire emergency at Urban Parc at 1006 20TH Street South Birmingham AL 35205.

EMERGENCY CONTACTS

Building Landlord:

Orchestra Partner

1820 3rd Ave North Birmingham AL. 35203

Property Manager and Building Maintenance: Draper Mason

1006 20th St. S. B'ham AL. 35205

205-383-1784

Restaurant Owner:

Draper Mason

(Tenant)

1006 20th St. S. B'ham AL. 35205

Restaurant Manager:

Draper Mason

(Tenant)

205-383-1784

BUILDING INFORMATION

BUILDING TYPE:	Type II-B
OCCUPANCY DESCRIPTION:	Group A-2: Assembly
OCCUPANCY LOAD:	713 persons
TENANT AREA:	<u>14,655 GSF</u>
BUILDING STORIES:	One (1)
NUMBER OF ACCESSIBLE EXITS	Four (4)

LIFE SAFETY EQUIPMENT

FIRE ALARM AND PULL STATIONS

5 – Located at main front door, back door, rooftop (2x), alternate front door by back stairwell. Also one Ansul system in the kitchen.

PORTABLE FIRE EXTINGUISHERS

Wall-mounted portable 2-A Rated fire extinguishers, labeled and meeting the requirements of the local fire official, are located throughout 8,000 SF restaurant space. All areas in the restaurant are within 75 foot travel distance to at least one(1) unit.

KITCHEN HOOD SYSTEMS

The hood suppression system is a wet chemical extinguishing agent. This system will actuate automatically in the event of a fire or may be manually activated by pulling the manual pull located in the kitchen at the rear exit. All kitchen employees must be trained in the operation of this system.

EMERGENCY LIGHTING & EXIT SIGNS

Emergency Lighting and Exit Signage is provided at all portions of the means of egress within the restaurant space.

HVAC SYSTEMS

The restaurant HVAC system has been designed to coordinate with the Kitchen Hood Systems and other code compliant ventilation systems.

RESTAURANT HAZARDS

The typical hazards associated with a restaurant location are as follows:

- o Cooking Surfaces (grilles, skillets, etc.)
- o Fryers and other equipment utilizing super-heated cooking oils
- o Ovens and other equipment used for baking
- o Hood & Duct System located above the cooking equipment
- o Occupant load of Customers
- o HVAC system located on the roof
- o Storage of liquors and other flammable liquids
- o Location of interior furnishings, including tables and chairs, as they relate to the egress path out of the building
- o Food warming/heating equipment

EMERGENCY PROCEDURES

IN THE EVENT OF A FIRE AND/OR WHEN FIRE ALARM SOUNDS, THE ACTIONS TO BE TAKE BY **OCCUPANTS** IN EMERGENCY SITUATIONS ARE AS FOLLOWS:

UPON DISCOVERY OF A FIRE:

- The building is equipped with a fire alarm that, when activated by pulling on the lever, emits a loud horn accompanied with a strobe light. In the event of a fire or other emergency, the discoverer of the fire shall alert all occupants by **ACTIVATING A FIRE ALARM PULL STATION**. This will activate the horn/strobes fire alarm. The alternate method of notification shall be by voice announcement over intercom or vocally.
- **PHONE 9-1-1**. State to the emergency responder:
 - o There has been a fire, *Urban Parc*
 - o Indicate the building location as [REDACTED] The address is: 1006 20th Street S Birmingham, Alabama 35205
 - o Describe location of fire within the facility.
- The **GENERAL MANAGER** shall remain in front of the building and await the first responding Officer-in-Charge.
- Upon activation of the building's fire alarm, the restaurant manager, assistant manager, bartender(s), kitchen employees, servers and hostess staff shall assist customers to the exit doors, located at the front and rear of the restaurant space. The **HOST** staff is responsible for aiding those with physical disabilities.
- Customers shall be advised not to attempt to access their vehicles until the Fire Department vehicles have arrived and are in place.

EVACUATION PROCEDURE WHEN ALARM SOUNDS:

- In the event of a fire or other emergency , the entire restaurant shall be evacuated. All occupants are to remain calm, leave fire area immediately and move quickly and quietly to the closest building exit.
- The exit doors located at the front and rear of the building shall be utilized and all occupants shall assemble at a designated evacuation assembly area.

EVACUATION ASSEMBLY AREA:

Unplugged (courtyard). A restaurant located more than 200 feet from the building, down the block going south from [REDACTED] located at 1024 20th Street S Birmingham, AL 35205 *Urban Parc*

- The GENERAL MANAGER and BARTENDER(S) shall check the building to ensure all occupants have been evacuated.
- The GENERAL MANAGER shall account for all employees, and the BARTENDER(S) and HOST staff shall account for all customers.
- A first aid box is located at the hostess station. The HOST staff is responsible for taking this outside to the Evacuation Assembly Area.
- Doors are to be closed upon complete evacuation of the building.
- EVACUATION CANCELLATION Once an evacuation procedure has begun, only the Senior Fire Officer at the scene may cancel the evacuation

OWNER/PERSONNEL RESPONSIBILITIES

RESPONSIBILITY OF RESTAURANT OWNER

1. Appoint a **GENERAL MANAGER** responsible for fire safety.
2. Establish emergency procedures to be followed at the time of an emergency.
3. Appoint and organize designated staff to carry out fire safety duties.
4. Instruct staff and other occupants of their responsibilities for fire safety.
5. Ensure maintenance of building fire and life safety systems.
6. Provide alternate measures for the safety of occupants during shutdown of fire protection equipment.
7. Assure that checks, tests and inspections, as required by the 2015 International Fire Code and City of Birmingham Fire Department, are completed on schedule and that records are retained on site.

RESPONSIBILITY OF GENERAL MANAGER

1. Maintain a current approved Fire Safety Plan.
2. Ensure that all provisions set out in the Fire Safety and Fire Evacuation Plan are carried out.
3. Know and comply with all appropriate fire and fire emergency regulations, codes and/or acts.
4. Designate and train sufficient staff member(s) to fulfill necessary fire safety duties, during the possible absence of the Restaurant Manager from the building, and ensure vacant positions are re-assigned immediately.
5. Notify the City of Birmingham Chief Fire Official for approval of changes in the Fire Safety and/or Fire Evacuation Plan.
6. Provide access and vital information to firefighters (e.g. master keys for suites, service rooms, elevators etc.). When so requested provide the locations of handicapped persons to firefighters.
7. Ensure ALL fire doors are closed and operate appropriately.
8. Maintenance of building facilities is provided for the safety of the occupants.

9. Keep egress paths, landings, hallways , passageways and/or exits (inside and out) clear of obstructions at all times.
10. Do not permit combustible materials to accumulate in any part of a hallways, egress paths or other means of egress.
11. Do not permit combustible waste materials to accumulate in quantities or locations that will constitute a fire hazard.
12. Promptly remove all combustible waste from all areas where waste is placed for disposal. Refuse containers & grease storage containers to be located a minimum of 10 feet from combustible walls or from openings. (Doors & Windows)
13. Keep access to roadways, fire routes and fire department connections clear and accessible for Fire Services.
4. Educate and train restaurant personnel in the use of the existing fire safety equipment and their responsibilities under the approved Fire Safety Plan.
15. Hold and participate in regularly scheduled fire drills. Occupant (non-employee) participation is optional.
16. Develop, complete and maintain the Record of Fire Drill (*Refer to Drill Records*).
17. Supervise evacuation of occupants in an emergency situation.
18. Notify Fire Department, on their arrival, of any non-ambulatory or handicapped occupants.
19. Inform occupants, upon Fire Service's instructions, that they can return to building.
20. Provide staff with a copy of the appropriate section(s) of the Fire Safety Plan.
21. Know the location of keys to provide access to all locked areas and the location of equipment which may be used in an emergency (extra fire extinguishers).
22. Know how to use the first aid and firefighting equipment installed within the building.
23. In the event of any shutdown of fire protection equipment, notify the Fire Services and provide for a continual fire patrol while the building is occupied, or other approved alternate practice.
24. Assure that checks, inspections and tests as required by the City of

Birmingham Fire Department are completed on schedule and that records are retained on site.

25. Refurbish and/or replace any fire equipment used to fight a fire.

PROCEDURES FOR EVACUATION OF NON-AMBULATORY OR SPECIAL NEEDS' PERSONS

- GENERAL MANAGER and/or HOST staff to request volunteers (two or more if possible) to assist special needs' persons on the floor.
- Volunteers should assess whether or not there is imminent danger from fire or smoke on their floor.
- If there is not imminent danger on the floor, the volunteers should:
 - a) Move the special needs' person out into the safest emergency exit or stairwell,
 - b) One volunteer should remain with the person on the floor,
 - c) One volunteer should notify restaurant staff of the situation,
 - d) When the floor is clear, move the person to the nearest exit,
 - e) If there is imminent danger on the floor, the volunteers should move the special needs' person outside when possible or into the safest emergency exit if unable to evacuate him/her to the exterior,
 - f) One volunteer should remain with the person if he/she cannot be evacuated safely,
 - g) One volunteer should exit the floor and notify the Fire Official of the location and condition of the special needs' person.
- Whenever possible, special needs' people should be moved to the exit with their assistive devices; for example, wheelchairs, crutches or scooters, as they will require these devices once outside the building. The device(s) should remain on the floor if it is too heavy or large to be safely, quickly and easily transported, or if it is likely to block the emergency exit stairwell.

FIRE DRILLS

HOLDING FIRE DRILLS

The purpose of a fire drill is to ensure that all staff (full, part-time and any other individual working in the establishment) is completely familiar with emergency evacuation procedures, resulting in orderly evacuation and efficient use of exit facilities. Ideally, fire drills should begin with practices on each area.

Advance notice should be posted advising staff and/or occupants of the time and date of these practice drills. The drill will be reported to the Fire Department and monitoring company, but will be dealt with internally within the building.

- o Fire drills shall be held annually OR when large staff turnover occurs.
- o At the advised time, the predetermined pull station or detector will be activated by the Restaurant Manager or designate.
- o After the drill, the alarm will be reset by the Restaurant Manager or designated staff member.
- o The City of Birmingham Fire Department and fire alarm monitoring company is to be notified when tests are completed.
- o Following each drill, all persons of delegated responsibility should attend a debriefing, to report on their actions and the reactions of the occupants.
- o A fire drill documentation form shall be completed.

FIRE DRILL RECORDS

1. A written record shall be kept on site of all tests and corrective measures for a period of two(2) years, after they are made, and the record shall be made available upon request to the City of Birmingham Chief Fire Official.
2. A permanent record containing the maintenance date, the examiner's name and a description of any maintenance work or hydrostatic testing

- carried out, shall be prepared and maintained for each portable extinguisher.
3. Schematic diagrams, acceptable to the City of Birmingham Chief Fire Official, shall be prepared and maintained, showing the type, location and operation of all the building fire emergency systems.

MAINTENANCE PROCEDURES FOR FIRE PROTECTION SYSTEMS

DEFINITIONS FOR KEY WORDS

CHECK: Indicates visual observation to ensure the device or system is in place and is not obviously damaged or obstructed.

TEST: Indicates the operation of a device or system to ensure that it will perform in accordance with its intended operation or function.

INSPECT: Indicates the physical examination to determine that the device or system will apparently perform in accordance with its intended function.

It is the responsibility of the **RESTAURANT OWNER** to have the following required checks, test and inspections completed. It is the duty of the **GENERAL MANAGER** to ensure that checks, tests and inspections are carried out.

ANY/ALL DEFICIENCIES AND/OR FAULTS SHALL BE CORRECTED.

NOTE: Records of tests and corrective measures or operational procedures shall be retained so that at least the current and the immediately preceding reports are available, records shall be retained for a period of at least 2 years after being prepared and an original/copy shall be retained at the building premises for examination by the Chief Fire Official.

FIRE ALARM SYSTEM: A person responsible for ensuring the proper operation of the fire alarm systems shall conduct all checks and *monthly* tests. *Annual* tests shall be conducted by a qualified person or company designated and hired by the GENERAL MANAGER.

1. **DAILY:** All fire panels shall be checked daily for trouble indication, and that the AC power-on light is on. If the trouble light is activated or the AC power-on light is off, the Restaurant Manager or designated person will be notified immediately.
2. **MONTHLY:** Every month, the following tests shall be conducted and, if a fault is established, appropriate corrective action shall be taken:
 - o One manual alarm-initiating device shall be operated on a rotation basis and shall initiate an alarm condition.
 - o The proper function of all alarm signal appliances shall be ensured.
 - o The annunciator panel shall be checked to ensure that the tested devices annunciate correctly.
 - o The proper function of the audible and visual trouble signals shall be ensured.
 - o The fire alarm and standby power batteries shall be checked to ensure that: (a) Terminals are clean and lubricated where necessary, (b) Terminal clamps are clean and correct where necessary, (c) Electrolyte level and specific gravity, where applicable, are as specified by the manufacturer.
3. **ANNUAL INSPECTION TEST:** All components of the Fire Alarm System should be tested at least once per year.
 - o Test Fire Alarm System by persons acceptable to the authority having jurisdiction for service.
 - o If a fault is found during testing, appropriate corrective action shall be taken.
 - o The fire alarm system shall be operated under general alarm conditions.

- o A minimum of six manual alarm-initiating devices, most remote from the standby power supply, shall be activated individually, with the main power supply disconnected.
- o Each manual alarm initiating device on each floor, including sub-grade areas, shall be activated on the main power supply.
- o Operation of every audible and visual signal appliance shall be ensured during the testing of alarm initiating devices.
- o Each automatic alarm-initiating device shall be tested for its intended function.
- o Each alarm signaling, alarm initiating circuit and annunciator shall be checked for electrical supervision and trouble indication.
- o Correct annunciation shall be ensured for each initiating device tested.
- o The fire alarm system control unit shall be visually checked to ensure that the control unit has not been altered other than as specified.

FIRE EXTINGUISHERS: Fire Extinguishers shall be *checked monthly* for signs of tampering, damage, pressure loss and verify that instructions for use are legible and face outwards. The fire extinguishers shall be **INSPECTED** and **TESTED** annually, on a regularly occurring schedule.

AUTO EXTINGUISHING SYSTEM: The commercial ventilation hood automatic extinguishing system shall be **INSPECTED** and **TESTED** every six(6) months . Commercial cooking equipment exhaust and fire protection systems shall be installed and maintained in conformance with NFPA 96, "Ventilation Control and Protection of Commercial Cooking Operations ."

VENTILATION DUCTS: The ventilation ducts located over the cooking equipment shall be *cleaned and certified* every three(3) months.

SPRINKLER SYSTEM: The automatic fire sprinkler system shall be **INSPECTED** once a year.

EMERGENCY LIGHTS & EXIT SIGNS: The emergency back-up power for the emergency lighting and exit signs shall be **TESTED** monthly for fifteen(15) minutes, and **TESTED** once a year for ninety(90) minutes. Exit Signs shall be

checked daily to ensure they are working, clearly visible and maintained in a clean and legible condition.

HVAC SYSTEM: A qualified commercial HVAC technician shall be employed to perform periodic maintenance on the HVAC system, serving both the kitchen area and other areas within the restaurant.

1. **WEEKLY:** Check filters and ducts, subject to the accumulation of combustible deposits, and ensure they are cleaned when deposits create an undue hazard. Clean lint traps in laundry equipment (as required).
2. **ANNUALLY:**
 - o Inspect every chimney, flue and/or flue pipe and clean as often as necessary to keep them free of accumulation of combustible deposits.
 - o Inspect disconnect switches for mechanical air conditioning and ventilation system to ensure the system is integrated appropriately with the fire alarm system.
 - o Every defective heating appliance shall be removed, repaired or replaced when it creates a hazardous condition.
 - o Where flue pipes are removed, every flue-pipe hole shall be closed with a tight-fitting non-combustible cover, compatible to the chimney flue construction.
 - o Any work on ducts, involving the use of heat-producing devices for cutting, welding or soldering, shall not be undertaken before the system has been shut down, the duct cleaned of any accumulation of combustible deposits and any combustible lining and covering material, that could be ignited by such work, has been removed.





tyler & price architecture
P.O. BOX 26031
BIRMINGHAM, ALABAMA 35260

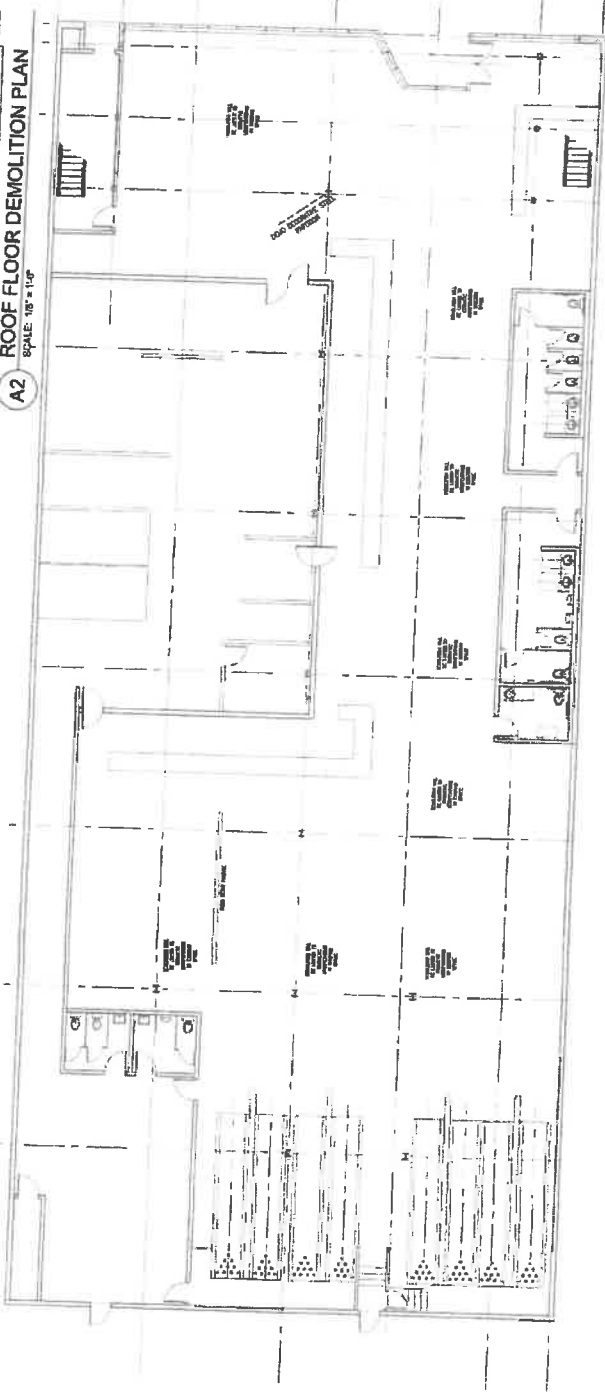
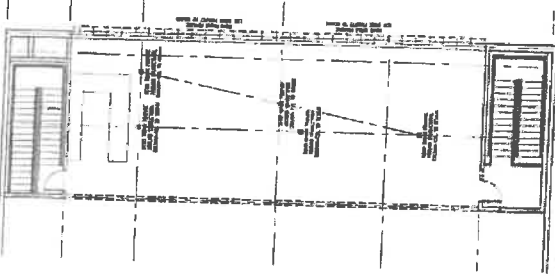
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FL. #/SHEET

PROJECT:	DEMOLITION PLANS
DATE:	6/24/2005
FL. #/SHEET:	1/1

PROJECT: THE HAVES-BAR AND LOUNGE

1006 SOUTH STREET, SOUTH BIRMINGHAM, AL 35205

SHEET: A002



A1 GROUND FLOOR DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

A2 ROOF FLOOR DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



tyler & price architecture
 P.O. BOX 26031
 BIRMINGHAM, ALABAMA 35280

DATE: 8/21/2020

FILE NAME:

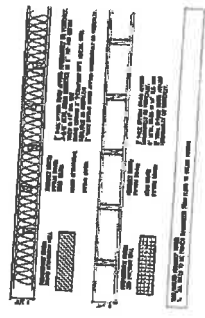
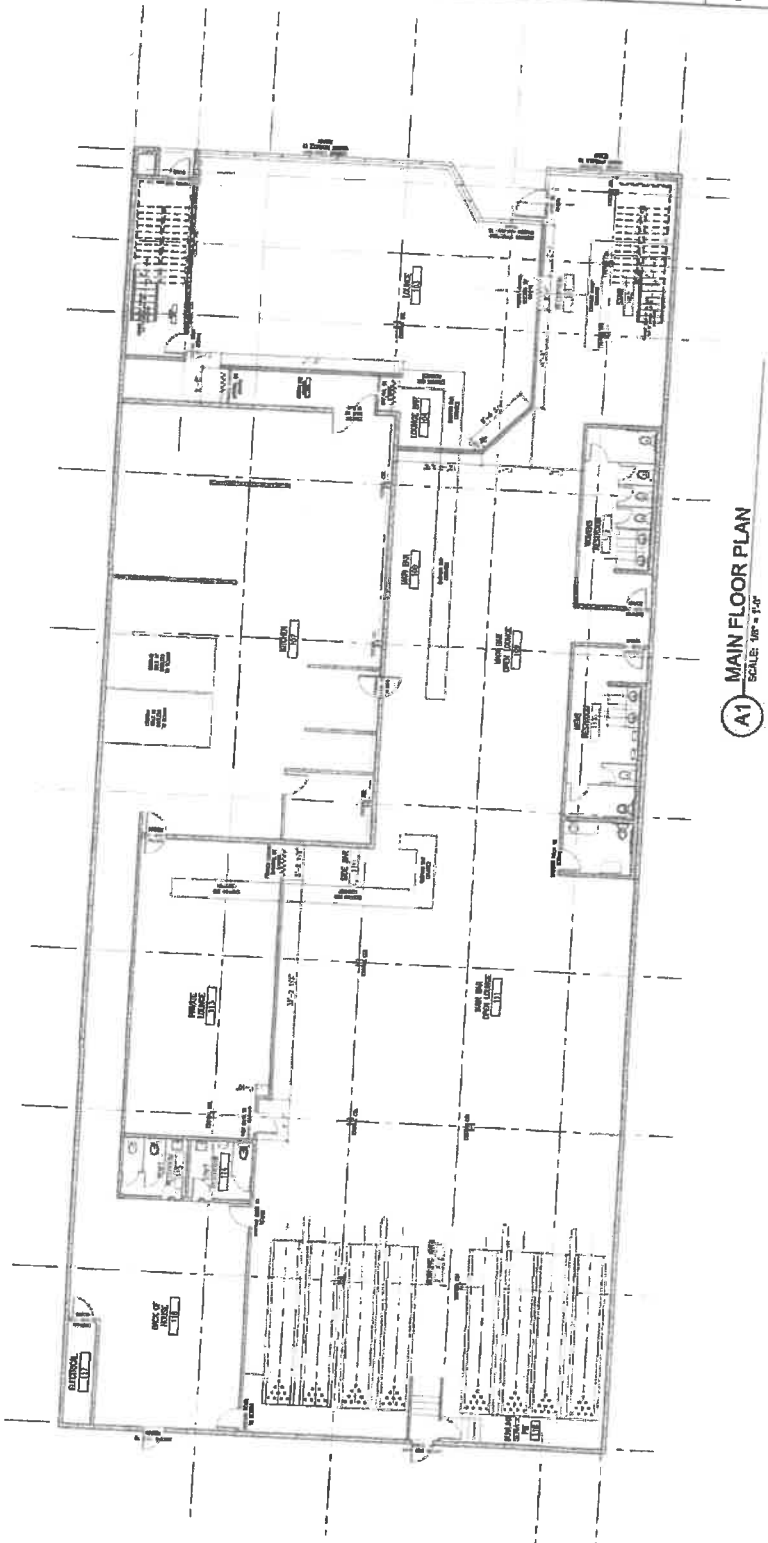
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

PROJECT: GROUND FLOOR PLAN

PROJECT LOCATION: RE-BAR AND LOUNGE

1004 20TH STREET SOUTH
 BIRMINGHAM, AL 35205

SHEET
A100



A1 MAIN FLOOR PLAN
 SCALE: 1/8" = 1'-0"



Tyler & Price architecture
P.O. BOX 28031
BIRMINGHAM, ALABAMA 35280

DATE: 8/27/2020

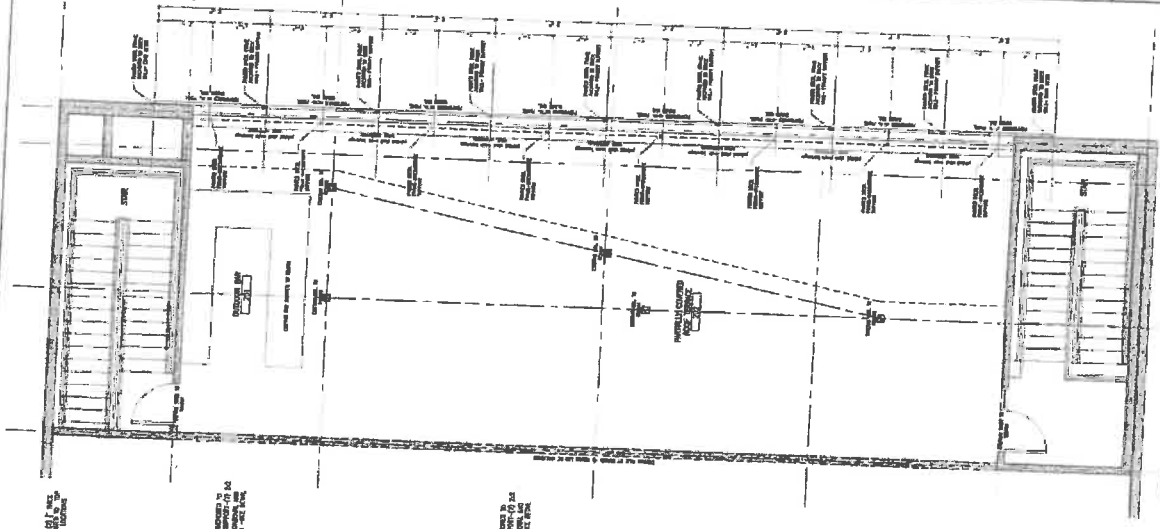
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DWING
ROOF TERRACE FLOOR
ELEVATION AND
DETAILS

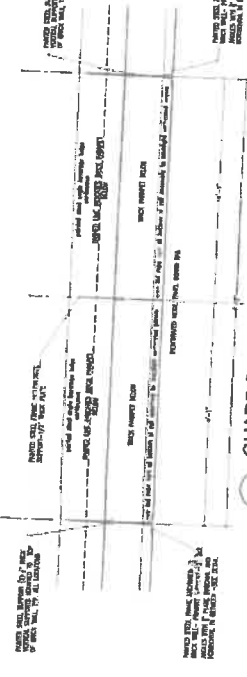
PROJECT
THE NINE-BAR AND
LOUNGE

1005 SOUTH STREET SOUTH
BIRMINGHAM AL 35205

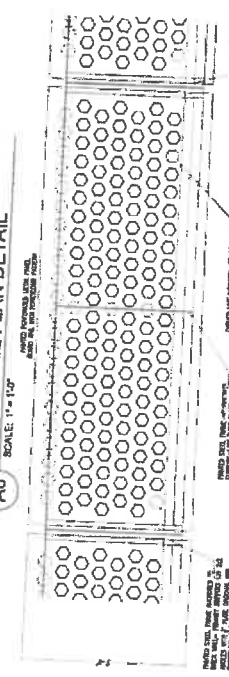
PKT
A101



A1 ROOF TERRACE FLOOR PLAN
SCALE: 1/8" = 1'-0"



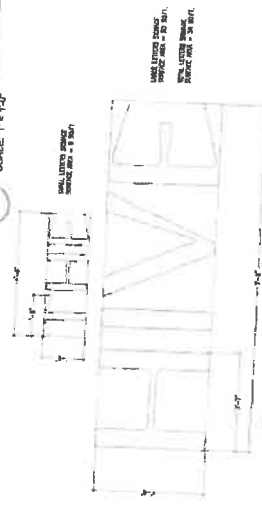
A6 GUARD RAIL PLAN DETAIL
SCALE: 1" = 1'-0"



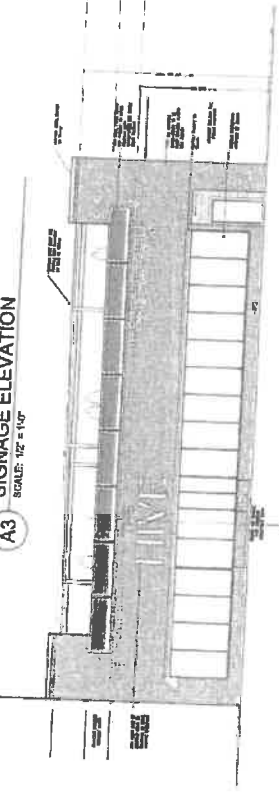
A4 GUARD RAIL ELEVATION
SCALE: 1" = 1'-0"



A5 GUARD RAIL SECTION
SCALE: 1" = 1'-0"



A3 SIGNAGE ELEVATION
SCALE: 1/2" = 1'-0"



A2 ELEVATION
SCALE: 1/8" = 1'-0"

PARCEL ID: 012900011011016000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2021

DATE: Friday, December 30, 2022 8:12:53 AM

OWNER: 1006 20 STREET SOUTH, LLC

ADDRESS: 1820 3RD AVENUE N UNIT 301

CITY/STATE: BIRMINGHAM AL

ZIP+4: 35203

SITE ADDR: 1006 20TH ST S

CITY/STATE: BHAM, AL

ZIP: 35205

LAND: \$663,600.00

BLDG: \$917,000.00

OTHER: \$0.00

AREA: 15,644.39

ACRES: 0.36

SUBDIVISION INFORMATION:

NAME BIRMINGHAM BLOCKS

BLOCK: 771

LOT:

Land Slide Zones: In Land Slide Zones

Historic Districts: Five Points South

Commercial Revitalization District: Five Points South

Fire District: In Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: In Tax Increment Financing District

Neighborhoods: Five Pts So (1701)

Communities: Southside (17)

Council Districts: District - 6 (Councilor: Crystal N. Smitherman)

Zoning Outline: B3

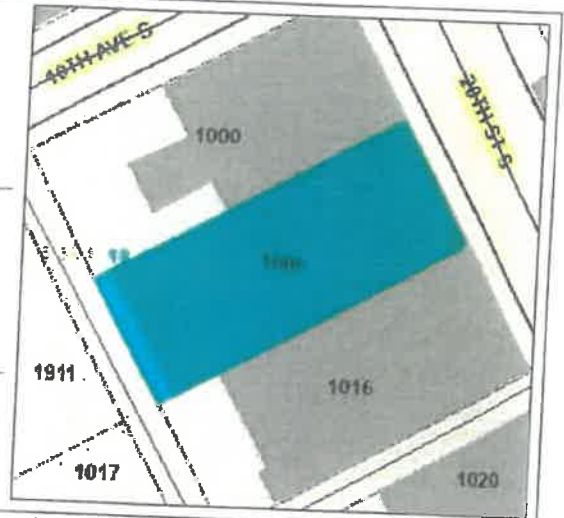
Demolition Quadrants: DEM Quadrant - 1

Impaired Watersheds: Not in Impaired Watersheds

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON



Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

Recommended by: The Mayor

Submitted by The City Attorney

RESOLUTION NO. _____

WHEREAS, the City of Birmingham (BFRS), an agency of the City of Birmingham, Alabama, a municipal corporation (the City) and Affinity Hospital, LLC, dba Grandview Medical Center (Grandview) wish to enter into a Non-Exclusive Student Affiliation Agreement (the Agreement) for the purpose of providing additional training/experience for BFRS personal/students; and

WHEREAS, entering into this Agreement would enhance training for BFRS personnel and would improve/enhance emergency medical services for the citizens and visitors of the City of Birmingham; and

WHEREAS, there no costs or fees imposed upon the City for its BFRS personnel/students participation in this Agreement,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham that the Mayor is hereby authorized to enter into this agreement, and to sign all necessary documents for that purpose.

Funding Source: No City Funds will be expended.

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT**STANDARD TERMS AND CONDITIONS****1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY**

- A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

2. SCHOOL'S RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff *prior to* referring them to Facility:
 - (1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;
 - (2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;
 - (3) Any other appropriate immunizations requested by Facility; and
 - (4) Documentation for legally-required testing requirements noted. See Addendum 3.
- E. Ensure that Students are aware of the Substance Policy. See Addendum 4.
- F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.
- G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):
 - (1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities
School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

- H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide clinical experiences to Students, as mutually agreed upon by the parties.
- B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's rules, policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. The Agreement shall begin on the Effective Date as set forth on the cover sheet and shall continue until the end of the Term, and thereafter shall be automatically renewed for successive one (1) year periods under identical terms, unless otherwise terminated or modified as provided herein (such initial term and any such renewal terms being herein called the "Term"). Notwithstanding any contrary provision contained herein, if this Agreement is terminated by either party for any reason during the initial twelve (12) months of the Term, the parties shall not enter into another agreement for the same or substantially similar services for at least one (1) year from the Effective Date.
- B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).

- C. Either party may immediately terminate this Agreement if the other party is insolvent, bankrupt or changes ownership.

5. INSURANCE

- A. Documentation shall be provided that:

- 1) Students have health insurance during their clinical rotation;
- 2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and
- 3) Students have professional liability coverage of at least \$1 million per occurrence / \$3 million aggregate of the "occurrence" type of coverage.

- B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.
- C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

6. CLAIMS AND NOTIFICATION

- A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

- B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.
- C. Government Immunity- Complete Addendum 7. If School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.
- D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also agrees to inform its Students about their obligations under applicable laws as to Confidential information.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
8. **NOTICES.** Notices or other communications per this Agreement shall be given to the other party as follows:
 If to Facility: As stated on Face Sheet

 With a copy to: CHSPSC Legal Department
 4000 Meridian Blvd.
 Franklin, TN 37067
 Attn: General Counsel

 If to School: As stated on Face Sheet
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of the state of Facility's is principal location.
15. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is

severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

Affinity Hospital, LLC
dba Grandview Medical Center

City of Birmingham

Signature

Randal L. Woodfon, Mayor

Date

Date

Attest: _____

Approved as to Form:

Randal M. Feagel 1/16/23

STUDENT AFFILIATION AGREEMENT - ADDENDUM 1

Patient Care Duties To Be Provided By Students

TYPE OF PROGRAM:
Vocational / Technical

ACADEMIC LEVEL:
Junior

EXPERIENCE LEVEL:
Some Experience

PURPOSE:

The purpose of this policy is to provide a framework for clinical education experiences that may be offered by CHSPSC, LLC (“CHS”) affiliated facilities (“Facility/Facilities”) to pre-hospital provider students (i.e., Paramedics, Emergency Medical Technicians, etc.) and to establish guidelines for the provision of such training experiences.

POLICY:

Prior Written Affiliation Agreement Required: No pre-hospital provider student (no matter what level of certification they are pursuing) (“Student”) may participate in any clinical education experience on the premises of any Facility unless the Facility and the student’s educational institution have previously entered into a standard written Educational Affiliation Agreement (“Agreement”) that has been approved by the CHS Legal Department.

Approval Required: Agreements with paramedic/EMT training agencies will be subject to the same approval process as Agreements with training agencies for other healthcare occupations (i.e., Nursing, etc.). The supporting documents set forth in Appendix A shall be submitted with the Agreement for approval.

Orientation Required: Each Student must successfully complete the Facility’s standard Student orientation program before being scheduled for or participating in any clinical educational experience and the Facility should maintain written confirmation of the completion of such orientation on file.

Compliance: Each Student, at all times, must comply with the Facility’s Code of Conduct and Compliance Plan, policies and procedures, and rules and regulations, including but not limited to the use of personal protective equipment, the rules of patient confidentiality and the procedures relating to medical record documentation, The failure to comply with any of the foregoing may result in the termination of the Student’s training experience and may also result in the termination

of the training agency's Agreement with the Facility.

Permitted Utilization: No Facility may utilize any Student in lieu of employed/contracted staff persons.

OPERATIONAL REQUIREMENTS

Preceptor Supervision Required: When Student training is provided in the Emergency Department, each Student should be supervised by a Registered Nurse Preceptor who has a minimum of two (2) years full time Emergency Department work experience immediately preceding the start of such training. Agency/Travel nurses should not be utilized as Preceptors.

Other Clinical Training Areas: Students may participate in clinical education experiences in the Intensive Care Unit, Critical Care Unit, Labor and Delivery Department and/or the Operating Room/Post Anesthesia Care Unit under the direction of an appropriately trained Registered Nurse Preceptor with the requisite two years of experience in such unit(s) immediately prior to the Preceptor shift.

Preceptor Training: Registered Nurse Preceptors must complete preceptor training prior to serving as a Preceptor. The Facility should have on file documented competencies for each Registered Nurse Preceptor; the documented competencies should specifically include precepting the pre-hospital EMS Students. At a minimum, the Facility should document that the Registered Nurse Preceptor has reviewed this policy with the student and has knowledge of the Student's prior competencies).

Precepted Student Maximum: Preceptors should not supervise more than two (2) Students at one time.

Duties Permissible: Under the direction and supervision of the Preceptor, Students may perform those patient care duties that are a) permitted by State Law and Regulation; b) Within the Student's scope of practice, and c) Allowable under the Facility's policies. No Student should be directed to provide any procedure/intervention/task that the Student does not wish to provide.

Student Education/Competency: Each school must provide written evidence of each Student's education and competency to perform patient care duties, and such evidence should be reviewed by the Preceptor prior to permitting/directing a Student to perform a duty.

Controlled Dangerous Substances: Students may not have access to, possession of, or participate in the administration of controlled dangerous substances, although they may monitor the Preceptor's administration of same.

Intubation by Students: Paramedic students may only intubate patients in accordance with the guidelines set forth below.

IV Access/Venipuncture-Limitation on Attempts: Students may perform IV access and/or venipuncture, if permitted by this Policy, but should be limited to two (2) attempts on any patient.

Administration of Drugs: Paramedic students may administer drugs for the provision of Advanced Cardiac Life Support (other than controlled dangerous substances such as Morphine Sulfate which

are prohibited) under direct supervision of the Preceptor. No other drugs should be administered by a Student.

Permitted Procedures: The following procedures may be performed only when the Student is under the direct supervision and observation of the Preceptor (and only when permitted by State Law/Regulation, the applicable Standard of Care, and the Facility's Policies/Procedures:

- venipuncture
- insertion of nasogastric tubes
- insertion of Foley catheters
- hanging of IV fluids

STUDENT AFFILIATION AGREEMENT - ADDENDUM 2

The Following Patient Care Duties Cannot Be Provided By Students

- Perform the initial assessment of a patient
- Receive verbal or telephone orders
- Provide discharge teaching/documentation
- Administer any blood transfusions or blood products.
- Administer chemotherapeutic agents or investigational drugs.
- Provide witness signatures for informed consents.
- Titrate IV medications
- Access long-term vascular access devices
- Administer or monitor the patient receiving moderate sedation
- Set-up or change setting on a PCA pump
- Access or manipulate any hemodynamic monitoring catheters or systems.

However, Students may observe the performance of the above as part of their training experience.

Evaluation: Preceptors should evaluate each Student's performance throughout each shift and will complete a brief written evaluation of each Student's performance at the end of each shift.

Audit: This process may be audited on site by Regional Quality Directors and Clinical Directors and audit results will be reported to the appropriate Division.

INTUBATION EDUCATION GUIDELINES (Paramedic Students only)

Paramedic students may perform endotracheal intubation for patients undergoing elective intubation in the OR under the direct supervision of an Anesthesiologist Preceptor (Physician or CRNA) or in the ED under direct supervision of the Board Certified Emergency Medicine Physician preceptor, if permitted by State Laws/Regulations. Prior to performing this procedure, the paramedic student should have received training on intubation from the training agency and demonstrated intubation competency on a manikin to the satisfaction of the Preceptor.

Patients who are unable to consent for themselves may not be intubated by paramedic students.

The Preceptor must obtain informed consent from the patient for the paramedic student to perform the intubation under the direct supervision of the Preceptor.

The anesthesia consent should be separate from the procedure consent and should contain the name of the anesthesia or ED provider and the paramedic student.

A log must be kept of all patients intubated by Students. The log should contain (at a minimum) the date, patient name, medical records number, patient account number, ASA score, name of the Student who intubated the patient, whether the intubation was successful, and any problems or complications resulting from the intubation. This log should be sent to the Facility Quality Director, OR director, ED director, CNO, or other Facility designee by the end of the clinical rotation. The recipient will review and maintain for these documents for the current year plus 3 years.

Hospital Owned Ambulances: Students may participate in clinical educational experiences in hospital-owned ambulances in accordance with State Law/Regulations, and existing policies and procedures (See Paramedic Student – Hospital Owned Ambulance Policy).

STUDENT AFFILIATION AGREEMENT - ADDENDUM 3

Other Legally Required Testing

N/A

STUDENT AFFILIATION AGREEMENT – ADDENDUM 4**STUDENT CONSENT AND POLICIES**

Name of School: Birmingham Fire and Rescue (BFRS EMSEI)

Name of Facility: Grandview Medical Center

The Students are seeking Facility experience that is not granted to the general public. It is not a guarantee.

Students must comply with all Facility rules, policies and procedures, including the Substance Policy (below called the "Policy" or "Policies") to be in or remain in the Program.

Facility Policies prohibit Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's Policies.

Any Student who chooses not to agree to follow the Policies has chosen not to be in the program.

No Student shall be in the program who:

- Has not complied with the Facility's Policies or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow all Facility Policies, including the Substance Policy.

- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to following Facility Policies and related processes.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

Not consent (not to remain or otherwise be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT – ADDENDUM 5**STUDENT BACKGROUND CONSENT FORM**

Name of School: Birmingham Fire and Rescue (BFRS EMSEI)

Name of Facility: Grandview Medical Center

Facility Policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

Any Student who chooses not to agree to this Policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain Internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

or

Not consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature Date

Student's Printed Name Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

**NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT")
FACE SHEET**

Date of Agreement: 10/13/2022
Facility Legal Name: Affinity Hospital, LLC dba Grandview Medical Center
Facility Address: 3690 GRANDVIEW Parkway
City, State, ZIP: Birmingham, AL 35243

School's Legal Name: Birmingham Fire and Rescue Service Emergency Medical Services Education Institute (BFRS EMSEI)
School Address: 1808 Seventh Avenue North
City, State ZIP: Birmingham, AL 35203

Applicable Licenses, Certifications, etc: State of Alabama Community College System Private School Certificate of Exemption

Term of Agreement: 36 months
Expiration Date: 10/26/2025
Effective Date: 10/27/2022
Type of Student (i.e. Clinical, Administrative, etc.): EMT/Paramedic

Number of Students per rotation: 4

Term of Training (cite beginning date and ending date including dates of the School's semester):

Begin Date: 02/20/2023 Ending Date: 09/25/2023 School Term Dates: Any semester during the term of the agreement

Clinical rotation(s) site is: 3690 Grandview Parkway, Birmingham, AL 35243

Designated Contact Person for Facility: Kate Sewell 205-971-5683

Designated Contact Person for School: Captain Brian A. Pernel

Responsibility for Certain Checks and Testing:

The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy and is not a guarantee of any sort. The Facility's standards for behavior, safety and timely and effective care are not reduced by this Agreement.

Background Check

1. School chooses to conduct and to pay for Students' Background Checks. ✓

Substance Abuse Testing

1. School chooses to conduct and to pay for Students' Substance Abuse Testing. ✓

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

<u>Addendum</u>	<u>Title</u>
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Consent & Policies
5	Student Background Consent Form
6	Disclosure and Authorization

AUTHORIZED SCHOOL REPRESENTATIVE
Birmingham Fire and Rescue Service
Department (BFRS EMSEI)

FACILITY
Affinity Hospital, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Ja31law28tr.o1

SPECIAL ATTACHMENT FOR AGENDA OF: January 31, 2023

RECOMMENDED BY: The Mayor

SUBMITTED BY: The Mayor

A brief synopsis and explanation of the following:

An Ordinance authorizing the Mayor to execute an Interlocal Cooperation Agreement, for a period not to exceed three years, between the City of Birmingham (City) and the Birmingham Airport Authority (BAA), to provide the Airport with management and staffing of the fire station located at the Airport as well as to provide the Airport with Aircraft Rescue & Firefighting services, equipment, and facilities together with the power to take all action necessary for the implementation of the Agreement. The BAA will reimburse the City for fully burdened salary expenses of each BFRS ARFF firefighter assigned to BHM during any pay period covered under this Agreement. BAA will reimburse BFRS via the City of Birmingham for all overtime costs for duties performed at the airport.

Resolution Ordinance X Other

PUBLICATION REQUIRED: YES X NO

IF YES, NOTE ALL PUBLICATION INSTRUCTIONS/REQUIREMENTS:

Publication after passage of Ordinance of General and Permanent Nature, is required.

Funding Source: N/A

RECOMMENDED BY: THE MAYOR

SUBMITTED BY: THE MAYOR

ORDINANCE NO. _____

**AN ORDINANCE
TO PROVIDE FOR
AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BIRMINGHAM AND
THE BIRMINGHAM AIRPORT AUTHORITY**

WHEREAS, the City of Birmingham, Alabama, a Municipal Corporation of the State of Alabama (hereinafter referred to as “the City”); and

WHEREAS, the Birmingham Airport Authority, a public corporation organized pursuant to the provisions of Title 4, Chapter 3 of the Code of Alabama (the “BAA”), controls and operates the Birmingham-Shuttlesworth International Airport (the “Airport”) pursuant to the Lease, Assignment and Operating Agreement with the City of Birmingham, Alabama, a municipal corporation (the “City”), dated September 16, 1986, as amended (the “Operating Agreement”); and

WHEREAS, Act No. 1969-916, Acts of Alabama (the “Act”) authorizes Jefferson County and the municipalities and other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and;

WHEREAS the BAA and the City desire to contract for the purpose of administration, management and staffing of the Fire Station located at the Birmingham-Shuttlesworth International Airport (“BHM”) and operation of Aircraft Rescue & Firefighting (“ARFF”) services, equipment, and facilities. Birmingham Fire and Rescue Services (the “BFRS”) shall be responsible for providing administration and labor required for these services, for the full term of the contract, except as identified therein;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Birmingham, Alabama as follows:

SECTION 1. Authorization

The Mayor is hereby authorized, in accordance with the provisions of Act 1969-916, to enter into the attached Interlocal Cooperation Agreement with the **BIRMINGHAM AIRPORT AUTHORITY** (hereinafter referred to as “**BAA**”), for a term not to exceed three years, for management and staffing of the fire station located at the Airport as well as to provide the Airport with Aircraft Rescue & Firefighting services, equipment, and facilities together with the power to take all action necessary for the implementation of the Agreement. The BAA will reimburse the City for fully burdened salary expenses of each BFRS ARFF firefighter assigned to the BHM Airport during any pay period covered under this Agreement. BAA will reimburse BFRS via the City of Birmingham for all overtime costs for duties performed at the airport. The Mayor is further authorized to execute all documents necessary to accomplish the purpose of the Agreement.

SECTION 2. This Ordinance shall become effective upon approval and publication as required by law.

ADOPTED AND APPROVED THIS ____ the day of _____ 2023.

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

City Clerk

By: _____
Mayor

BIRMINGHAM AIRPORT AUTHORITY AND CITY OF BIRMINGHAM
INTERLOCAL COOPERATION AGREEMENT

Birmingham-Shuttlesworth
International Airport (BHM)

Location	5900 Messer Airport Highway Birmingham, Alabama 35206
Airport Identifier	KBHM
Operator / Sponsor	Birmingham Airport Authority
Certification	Title 14 CFR Part 139 Class 1 Airport
ARFF Index	"C" - 14 CFR Part 139 Certification of Airports, 139.315 ARFF Index "C" determination.

The CITY OF BIRMINGHAM, ALABAMA (the "City"), a municipal corporation, and the BIRMINGHAM AIRPORT AUTHORITY (the "BAA") a public corporation organized pursuant to the provisions of Title 4, Chapter 3 of the Code of Alabama, enter into this Interlocal Cooperation Agreement (this "Agreement") on the _____ day of _____, 2023 (the "Effective Date"). The provisions of this Agreement shall become effective as set forth below.

WHEREAS the BAA and the City desire to contract for the purpose of administration, management and staffing of the Fire Station located at the Birmingham-Shuttlesworth International Airport ("BHM") and operation of Aircraft Rescue & Firefighting ("ARFF") services, equipment, and facilities. Birmingham Fire and Rescue Services (the "BFRS") shall be responsible for providing administration and labor required for these services, for the full term of this Agreement, except as identified herein; and

WHEREAS, Act 1969-916 of the Acts of Alabama (the "Act") authorizes Jefferson County and the municipalities, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors

influencing the needs and developments of the county and municipalities and other governmental units and agencies therein;

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the sufficiency of which is acknowledged, the BAA and the City agree as follows:

- I. PURPOSE.** The purpose of this Agreement is to prescribe mutual aid procedures to be used, in conjunction with BHM’s Airport Emergency Plan (AEP), to the extent practicable, in the event of an emergency, actual or potential, at the BHM.
- II. TERM.** The duration of this Agreement shall not exceed three (3) years from the Effective Date as stated herein (the “Term”). The parties to this Agreement may renew this Agreement for another term or terms of not more than three years each on the same or amended terms by the same method by which this Agreement was originally adopted. Any party to this Agreement shall have the power to refuse to renew this Agreement. The refusal shall not affect the authority of the parties to this Agreement to enter into a contract with each other with the same or similar terms of the original Agreement as provided by law.

III. IMPLEMENTATION.

- 1. **ARFF Services and Coordination.** BFRS personnel shall provide ARFF and other emergency response services within the BHM boundaries to render assistance required by this Agreement, the BAA’s Airport Certification Manual, Airport Emergency Plan, mutual aid agreements that apply to BHM and applicable portions of the Airport Security Program as they relate to ARFF and the following areas, including but not limited to:

Aircraft Incidents and Accidents	Disabled Aircraft, Personal Injury and Illness, Bomb Threats and Hoax, Natural Disasters
Civil Disturbances	Aircraft Hijack, Sabotage and Terrorism Incidents
Radiation Accident or Nuclear Attack; Fuel Farm, Fuel Storage Area or other Structural Fires	Hazardous Materials Incidents; Security Violation/Breach and other Unlawful Interference with BHM Operations

- a. BFRS shall respond to all emergencies in strict compliance with any additional operating procedures to be developed in agreement with BAA.
- b. BFRS shall assist in providing emergency egress to passengers involved in accidents/incidents at BHM.

- c. BFRS's personnel shall respond to medical emergencies on BHM premises inside the BHM operating area and terminal facility. BFRS's personnel will coordinate efforts with BPD Law Enforcement personnel, BFRS Fire Department, and BFRS ambulance personnel who arrive on scene, and will either remain on scene or be relieved by other responders as appropriate. In emergency events, BFRS shall assist BAA with any support functions associated with that emergency.
- d. BFRS shall further respond as requested by BAA to any emergency, operational situation, or other event deemed by BAA to respond.
- e. BFRS shall assist BAA in developing and revising mutual aid agreements, Airport Emergency Plans, emergency communication protocols, response protocols and similar emergency protocols and planning procedures.
- f. BFRS shall assist BAA in all emergency planning activities and exercises as required by BAA and the FAA.
- g. On a daily basis, BFRS ARFF personnel shall be a visible presence on the airfield and BHM premises by driving within the BHM boundaries.
- h. BFRS shall participate in formal tours of the ARFF facilities, equipment and other components of the ARFF Program as requested by BAA.
- i. BFRS shall be required to assist with performing and record testing of all equipment containing dry chemicals, in accordance with manufacturer, FAA, and NFPA recommendations.
- j. BFRS shall be required to assist with performing and record testing of all equipment containing aqueous film forming foam agent at least annually, or as required by FAA Regulations.

2. ARFF Staffing.

- a. **Personnel.** BFRS shall supply sufficient staffing levels to support all services continuously, which shall include (i) eighteen (18) full time equivalent fire/fire safety personnel and (ii) one (1) ARFF Chief and/or Manager of Fire Services who is permanently assigned to the BHM, and (iii) additional staff prepared and trained to cover sick days and vacations for BFRS's personnel. BFRS shall provide the following staffing levels, per shift, for ARFF services for each 24-hour period:

Minimum Regular/Daily Staffing	
Classification	Schedule
1 ARFF Chief/Manager	Mon-Fri Administrative Position
1 Fire Lieutenant 1 AO/Sergeant 3 Firefighters	Each 24 Hour Shift
All Staff Positions Must Be EMT Certified	

BFRS personnel and supervisors will be collectively referenced in this Agreement as the "Assigned Personnel." BFRS will schedule Assigned Personnel based upon needs and to provide the maximum amount of coverage with the available Assigned Personnel, in collaboration with and consideration of the requests and recommendations of BAA.

- b. **Supervision.** BFRS will, at all times, provide supervision, control, and direction of work activities and assignments of Assigned Personnel, including disciplinary actions. The Assigned Personnel shall be subject to supervision by BFRS's established chain of command. The primary point of contact for BFRS shall be BFRS's ARFF Chief, or such other person designated by that official (hereafter the "BFRS Representative"), who shall coordinate with the BAA's Vice President of Operations, as to administrative matters under this Agreement. BFRS may replace the BFRS Representative under this Agreement from time to time and shall promptly provide written notice to the BAA. The ARFF Chief and/or Manager of Fire Services shall (i) execute his/her duties during normal business hours and any other hours required by circumstances, (ii) work an administrative shift not less than forty (40) hours per week and (iii) be available for emergency recall at any time or day.
 - c. **Restricted Communications.** Neither BFRS nor its contractors, agents or personnel may issue any statements, public or otherwise, with respect to any incident, accident or security matter occurring at BHM, except when requested to do so by the BAA's CEO or designee, unless the Fire Chief or the BFRS Representative determines that a statement is necessary to immediately protect the health, safety or welfare of the public. Assigned Personnel will not use any personal recording devices either audio, video, or combination thereof, to film for any action or incidents. Any recording done on BHM property shall not be distributed without written consent from the BAA's CEO or designee.
3. **Compliance.**
- a. **Applicable Laws and Regulations.** All services provided under this Agreement by BFRS shall comply with this Agreement and (i) the Federal Aviation Administration ("FAA") requirements and regulations, particularly the appropriate sections of Federal Aviation Regulation (FAR) Part 139, National Fire Protection Association Standards pertaining to ARFF and the standards entitled "Certification of Airports", and FAA Advisory Circulars pertaining to ARFF, (ii) Transportation Security Administration ("TSA") regulations, including Part 1542 and the requirements for an Index "C" categorized airport and (iii) state and local laws, and all BAA rules and regulations, including without limitation the City's and the state of Alabama's Fire Standards, as any such laws and regulations may be amended or supplemented from time to time. BFRS shall, under the direction of the BAA's CEO or designee, cooperate in the enforcement of BAA rules and regulations among its personnel, including security rules and regulations as they exist, or may be promulgated in the future.
 - b. **Certification.** To meet the requirements of 14 CFR Part 139, BFRS shall annually submit a letter to the BAA certifying that the BFRS meets and exceeds the applicable requirements of Part 139 and other laws and regulations and will continue to meet and exceed these requirements. This letter shall be supplied promptly upon the Effective Date of this Agreement and each twelve-month anniversary thereafter.

- c. **Fines and Penalties.** The TSA may assess fines and/or penalties for BFRS' non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security," as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to BFRS's operations. Within 10 days after receiving written notice from the BAA's Vice President of Operations stating the amount of any fine or penalty, the City shall reimburse the BAA for any fine or penalty assessed against the BAA based solely on BFRS's non-compliance with 49 CFR Part 1542 Airport Security or other applicable laws or regulations.

4. Uniforms and PPE.

- a. **Uniforms.** BFRS shall ensure that personnel are provided with adequate uniforms consistent with standard fire department wear. BFRS shall ensure that such uniforms are maintained in a clean and neat appearance and are replaced as required to maintain a professional appearance.
- b. **PPE.** Unless expressly set forth herein, the BFRS shall be responsible for providing and maintaining all of its PPE requirements, including without limitation, structural gear or proximity gear, self-contained breathing units (face masks and tanks) and gloves. If regulations and PPE requirements change, the BFRS will provide compliant PPE. Notwithstanding the foregoing, the BAA will reimburse the City for its costs actually incurred of purchasing and replacing (i) structural gear for Assigned Personnel who have been using proximity gear and do not have adequate structural gear; (ii) structural gear or proximity gear that has reached the end of its useful life, whether by wear and tear through age or by it no longer fitting Assigned Personnel and (iii) self-contained breathing units (face masks and tanks) for Assigned Personnel as needed.

5. Training.

- a. BFRS is responsible for employee training or testing required by federal, state, or local rules or regulations in order to meet existing compliance requirements related to the positions or the minimum operational requirements. The ARFF training curriculum shall, at all times, be available for inspection and review by the BAA or by the FAA.
- b. All BFRS personnel shall also successfully complete a BHM administered movement area driver training virtual (IET Badge Training) and a physical driving test administered by BAA personnel before driving on the BHM movement areas. Recurrent training and testing are required annually in accordance with FAA FAR 139.
- c. BFRS shall maintain copies of training reports, and on a timely basis, provide appropriate reports to BAA upon request.
- d. BFRS ARFF personnel will attend annual live fire training in compliance with AC 150/5210-17C or current version thereof. The BAA is responsible for material costs and billing associated with this annual training. The Fire Chief will provide budgeted amount annually and agreed amount must be approved by the BAA's CEO or designee.
- e. Within thirty-six (36) consecutive calendar months after the last such drill, BFRS ARFF personnel will participate in an Alert 3 live emergency drill. Within twelve

(12) consecutive calendar months of the last airport emergency plan review, BFRS ARFF personnel will participate in an airport emergency plan review.

- f. BFRS's ARFF personnel will attend operating safety and fire prevention classes known as Fueling Safety Supervisory Course for aircraft refueler employees of Fixed Base Operators, Refueler Operators, and any other entity BAA approves. This course will comply with AC 150/5230-4B or current version thereof. The BAA is responsible for material costs and billing associated with these classes. The Fire Chief will provide budgeted amount annually and agreed amount shall be approved by the BAA's CEO or designee.
 - g. BFRS's personnel shall be trained, certified as Emergency Medical Technicians (EMT) and able to provide Basic Life Support (BLS) during incidents. BFRS will be responsible for the expense of all Emergency Medical Services (EMS) related EMT training, certification and re-certification.
 - h. The BAA will supply and maintain training equipment as appropriate and required to effectively carry out the training aspects of this Agreement (Monitor, Projector for PowerPoint presentations, Screens, etc.).
6. **Fuel Storage, Handling and Dispensing.** BFRS personnel will inspect, in tandem with the BAA, all fuel storage, handling, dispensing, facilities, and aircraft refueler vehicles as needed and/or on a quarterly basis, for compliance with Fire Code and FAA requirements. BFRS will work in cooperation with BAA fuel storage, operators handling, and dispensing facilities to ensure compliance with FAA requirements. The documentation of these inspections and corrective actions shall be made available to BAA, FAA or other governmental organization as directed by BAA.
7. **Records, Reports and Audits.** Records and reports of BFRS which relate to this Agreement shall be maintained by BFRS in writing and, to the extent authorized by law, made available to BAA. The format of all records and reports prepared primarily for BAA as part of this Agreement, shall be approved by BAA.
- a. **Records.** The following records shall be maintained by BFRS and, to the extent authorized by law, may be requested by BAA to verify BFRS's requested payments:
 - i. Payroll records as required by local, state and federal laws.
 - ii. Records required by 49 CFR, Part 139.
 - iii. Training certifications/licenses.
 - iv. Complaints, investigations, and BAA incident reports, excluding protected law enforcement investigative material, and patient care reports.
 - b. **Reports.** BFRS shall prepare such additional inspection logs, complaint logs, activity logs, and accident and incident reports as may be reasonably requested by BAA and in a form provided by BAA. BFRS-produced forms are subject to BAA approval. To the extent authorized by law, BAA accident and incident reports prepared by Assigned Personnel will be deemed confidential and are the property of BAA.
 - c. **Audits.** The BAA reserves the right to request an audit of BFRS's records related to this Agreement and prior to making final payment for the services rendered.

8. **ARFF Fire Station Facility.** The ARFF station is to be used by the BFRS in the provision of ARFF services.

a. **Maintenance.** The ARFF Facility shall be maintained in a neat and clean appearance by BFRS, including without limitation, the interior, exterior and all adjacent areas of the facility. Except as expressly set forth herein, the BAA will maintain service of all ARFF facility systems at the expense of the BAA and will provide the mowing and trimming around the ARFF facility and adjacent areas and the removal of snow and ice that would interfere with operational effectiveness of the facility. BFRS personnel shall upon discovery, immediately report to the BAA and proper authorities any unsafe condition or other matter or circumstance that may cause or is causing injury or may cause or is causing damage to person or property. Notwithstanding anything herein to the contrary, City shall promptly repair all damage to the ARFF station and its improvements and systems that is caused by the negligence of BFRS or City's agents, servants or employees and will be liable for all costs of such repairs that are not actually compensated through BAA's insurance coverage.

b. **Equipment and Furnishings.**

i. The BAA will provide and maintain necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the BAA, including without limitation,

1. required communication equipment, including without limitation, the crash phone system and all phone service for business functions, which phone service shall include voice mail capability and multiple available lines and be compatible with the existing primary crash phone and land lines from the Air Traffic Control Tower to the fire station. BAA provided phones are not to be used for anything other than official business and are subject to audits by BAA.
2. rescue tools, fire suppression agents;
3. stove, refrigerator, sink, microwave, washer, dryer,
4. a copy machine (to be used for the duplication of reports, training materials, or other required forms or paperwork) and
5. computers with secure network access for ARFF business duties and local desktop attached digital storage for training records.

BAA shall be responsible for the replacement, repair and maintenance of the foregoing property.

ii. BFRS shall be responsible to provide and maintain:

1. personal bedding (e.g. pillows, sheets, blankets, comforters) and kitchen supplies.
2. adequate paper and office supplies to carry out the ARFF mission, including supplies for the copiers and computers.
3. its own computer system and accessories for the conduct of other administrative business.

4. all emergency medical equipment for ARFF and EMS Programs, except as otherwise specifically provided in this Agreement.

BFRS, at its option and cost, may provide additional equipment or replacement items necessary for the operation of the fire station with BAA concurrence. Additional equipment or replacement items purchased by the BFRS shall remain the property of BFRS. Upon expiration of BFRS, BFRS shall remove all BFRS-owned appliances and furniture from the premises and return the station to its original condition within 14 calendar days, normal wear and tear excepted. The property and inventory tracking and management procedures of BAA and BFRS will be used, as appropriate to ownership, for all designated property.

- iii. BFRS shall ensure that all equipment, systems, furnishings, appliances and other personal property provided for by the BAA remain within the confines of BHM property unless prior approval is received from the BAA's CEO or designee. Notwithstanding anything herein to the contrary, City will be liable for all damage to equipment, systems, furnishings, appliances and other personal property caused by the negligence of its agents, servants or employees and shall promptly repair such damage.

c. Supplies.

- i. BAA will provide the ARFF fire station with all Janitorial Supplies (as defined below) and other small items such as light bulbs. "Janitorial Supplies" are defined as the following: cleaning solutions, paper towels, soap, and toilet paper used as housekeeping equipment at the fire station. The cost of Janitorial Supplies will be paid for by BAA and budgeted annually.
- ii. BFRS will be responsible for all other supplies unless otherwise specifically addressed in this Agreement, including without limitation, the supply of medical kits and medical supplies for ARFF and EMS Programs unless otherwise specifically addressed in this Agreement.

- d. **Access.** Although BAA retains all rights and access to the ARFF station, including, but not limited to, utilization as an Emergency Operations Center (EOC), relocation of Air Traffic Control services, training, storage, or to host BAA sponsored events, BFRS Operational/Safety guidelines must be enforced and access to the station must be limited to essential personnel. No one is permitted in locker rooms or dormitories without BFRS permission and escort. The facility will be secured by BFRS and access by any person other than BFRS authorized personnel shall be coordinated through the ARFF Chief or the BFRS Representative. BFRS shall immediately report all access control issues/system malfunctions to the BAA Operations Department.

9. Required Apparatus and Related Vehicles and Equipment.

- a. The BAA shall provide the number and type of ARFF apparatus required by FAA FAR 139.317. All specialized ARFF apparatus purchased under FAA Part 139 requirements will meet the specifications described in the current FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased. The BAA shall provide the following ARFF vehicles:

Year	Vehicle Type	Agents	Attachments
2006	Blaze 27 (BAA/BFRS) Ford F-550 RIV ARFF-RIV	300 gal. Water 40 gal. AFFF 450 lbs. Dry Chemical	
2020	Blaze 1 Rosenbauer Panther ARFF - 6x6	3000 gal. Water 400 gal. AFFF 500lbs. Dry Chemical	FLIR HRET
2020	Blaze 2 Rosenbauer Panther ARFF - 4x4	1598 gal. Water 210 gal. AFFF 500lbs. Dry Chemical	

- b. BFRS is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by BAA, except as specified in this Agreement.
- c. BFRS shall be required to inspect the ARFF vehicles and related equipment daily and report any vehicle discrepancies to BAA daily, to the Vice President of Operations or designee. Inspections shall be in accordance with all vehicle manufacturer recommendations. BFRS shall ensure that the vehicles are operating, equipped and carrying the appropriate quantities of water and chemicals, including, but not limited to ARFF, in accordance with the requirements of 49 CFR §139.317. The BAA Vice President of Facilities will coordinate vehicle inspections and repairs with the BAA's Facilities Department.
- d. BFRS shall maintain the ARFF vehicles and equipment in a clean and neat condition.
- e. The BAA shall service and repair ARFF apparatus and equipment listed in the vehicle chart above. Regular apparatus and equipment preventive maintenance and repairs will be completed by the BAA.
- f. BFRS and the BAA will regularly review the serviceability and performance of BAA ARFF apparatus. Recommended ARFF apparatus and equipment replacement will be identified during an annual equipment inspection process of BAA and BFRS. ARFF apparatus replacement will follow FAA guidelines.
- g. The BAA will provide all fuel for equipment, apparatus, and vehicles covered by this Agreement. BFRS will ensure all BAA provided fuel will be utilized for this Agreement only, and no personal use will be permitted.
- h. BFRS shall ensure that, in addition to fully-loaded ARFF vehicles, a minimum of one thousand three hundred (1,300) gallons of extinguishing foam will always be on hand or on order. The BAA will be responsible for placing and paying for foam

purchases, which will be budgeted annually. BFRS shall promptly notify BAA in writing if it lacks enough extinguishing foam to comply with this provision.

- i. BFRS shall ensure that all apparatus and related vehicles and equipment provided for by the BAA remain within the confines of BHM property unless prior approval is received from the BAA's CEO or designee. Notwithstanding anything herein to the contrary, City will be liable for all damage to apparatus and related vehicles and equipment caused by the negligence of its agents, servants or employees and shall promptly repair such damage.

10. Compensation – General Payment Requirements. The BAA will reimburse the City for fully burdened salary expenses of each BFRS ARFF firefighter assigned to BHM during any pay period covered under this Agreement, not to exceed the salary expenses of eighteen (18) full time equivalent fire/fire safety personnel and one (1) ARFF Chief and/or Manager of Fire Services. BAA will reimburse BFRS via the City for all overtime costs for duties performed at BHM. In addition to the BAA's other rights and any provision hereof to the contrary notwithstanding and to the extent reasonably necessary to protect itself, BAA shall not be obligated to make any payment (whether a progress payment or final payment) to the City hereunder if BFRS is in material breach or default of the Agreement.

- a. **Annual Estimate.** No later than April 1, the City shall provide BAA with a report that provides a detailed estimate of the fully burdened salary expenses for each BFRS firefighter that is expected to be assigned to the ARFF in the following fiscal year that begins on July 1. At a minimum, the estimate should include each firefighter's name, salary, FICA, insurance, and pension costs. The report shall include an estimate of any anticipated PPE needs for such period. If the budget approved by the City Council causes the salary projection provided to BAA to change, a revised projection shall be sent to BAA no later than five business days after the City's annual budget is approved by the City Council. Additionally, BFRS shall provide BAA with any information related to furnishings, equipment, appliances, computers, phones, extinguishing foam, or other items within the ARFF that need to be replaced or purchased during the following fiscal year.
- b. **Annual Reconciliation.** No later than five business days after the City's annual audit is complete, the City will provide BAA with a report that provides the actual costs incurred during the for the previous fiscal year. At a minimum, the report should include each firefighter's name, salary, FICA, insurance, pension, and overtime costs. The report should also reconcile the amount paid during the fiscal year by BAA to the actual costs and the amount overpaid or underpaid. BAA may use its discretion to adjust the remaining payments during the fiscal year or apply the difference to the following fiscal year's payments to eliminate the over or under payment. The report of actual costs shall also include the start and ending date that each assigned firefighter performed duties at the ARFF during the fiscal year. The report of actual costs shall also include the actual costs of all PPE acquired during such period.

- c. **Material Variance.** Promptly upon request by BAA, the City shall include a detailed explanation if the difference between the annual estimate and the actual cost is greater than or less than 15%.

11. General Provisions.

- a. It is understood that the availability of personnel and resources is dependent on factors beyond the control of either agency which may constrain availability from time to time.
- b. Moreover, it is understood that this Agreement shall not take precedence over, nor conflict with, the mission of the BFRS or conflict with established policies of the City, Municipal Ordinances of the City or any other state or federal laws.
- c. The parties to this Agreement expressly agree that neither party to this Agreement assumes any risk or future liability, or any future responsibility for any of the property of the other party to this Agreement or for the actions of any employee or officer of the other party to this Agreement unless specifically provided for in this Agreement.
- d. Except as expressly provided in this Agreement, no party to this Agreement shall have any power to incur any debt which shall become the responsibility of any other party to this Agreement.
- e. This Agreement is not intended to establish a servant-agent or other special relationship between the BAA and the City. The Assigned Personnel will continue at all times to be employees of the City, subject to the supervision, control, and direction of the City, and in no case shall they be considered agents or employees of BAA for purposes of employment, acts, and omissions. The City shall assume responsibility for the acts and omissions of its Assigned Personnel committed within the line and scope of their duties and functions performed under this Agreement. The foregoing is not intended to expand the liability of the City beyond that currently or hereafter provided by federal or state law. The City shall assume responsibility for the acts and omissions of its officers and employees committed within the line and scope of their duties and functions performed under this Agreement. BAA shall assume responsibility for the acts and omissions of its officers and employees committed within the line and scope of their duties and functions performed under this Agreement.
- f. In the event an action arises from or in reference to this Agreement, it shall be filed and prosecuted in the appropriate state or federal court located in the City of Birmingham, Jefferson County, Alabama.
- g. This Agreement is not intended, and shall not be construed, to create any right of any third party to enforce any provision hereof, claim any benefit hereunder, or to assert any claim against the BAA or the City.
- h. Neither party to this Agreement will assign, in whole or in part, its obligations under this Agreement without the prior written consent of the other party to this Agreement.

IV. IMMIGRATION LAW COMPLIANCE:

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ,

hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party to this Agreement found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

V. NON-DISCRIMINATION:

During the performance of this Agreement the Parties agree as follows:

- a. The parties to this Agreement will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties to this Agreement agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In the event either party to this Agreement violates the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and this Agreement.

VI. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES: BAA acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises ("DBE"s) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. BAA agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist BAA to complete the services provided pursuant to this Agreement.

VII. EFFECTIVE DATE. This Agreement shall be effective upon signature of the authorized representatives for the BAA and the City and compliance with the requirements of Alabama Act 1969-916. Authorization by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Authorization by another entity shall be by resolution or as otherwise required by law. Each party to this Agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and

responsibilities. Each of the contracting entities shall deliver a copy of their authorization, ordinance or resolution to the other to this Agreement prior to the Effective Date of this Agreement. An executed copy of this Agreement shall be filed at the administrative offices of each party to this Agreement.

- VIII. TERMINATION:** This Agreement may be terminated by either party to this Agreement for convenience or pursuant to any termination rights set forth in this Agreement by delivering at least ninety (90) days' written notice to the other party to this Agreement; provided however, that the parties will cooperate in good faith to ensure that the BHM is provided adequate ARFF services during the termination phase. Subject to the foregoing sentence, the Agreement shall terminate on the 1st day of the month following the 90th day after written notice is delivered.

This executed Agreement between the parties shall be filed by the City with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State.

- IX. SEVERABILITY:** If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties to this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- X. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as it relates to municipal authority.
- XI. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the undersigned relating to ARFF services, and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be modified or amended without the written consent of both parties to this Agreement.

(Signatures are on the following page)

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

CITY OF BIRMINGHAM, ALABAMA

Date


By: _____
Randall L. Woodfin, Mayor

ATTEST:

Date

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:


Assistant City Attorney

21 November 2022
/ Date

BIRMINGHAM AIRPORT AUTHORITY

11/29/22

Date

By: 

Ronald F. Mathieu, C.M.,
President / Chief Executive Officer

WITNESS BY:

11/29/22

Date



Jim Payne, C.M.,
Chief Operating Officer

**RESOLUTION DELEGATING
SPECIFIC AUTHORITY OF
THE BIRMINGHAM AIRPORT AUTHORITY
BOARD OF DIRECTORS**

PREMISES

WHEREAS, the Birmingham Airport Authority, a public corporation organized pursuant to the provisions of Title 4, Chapter 3 of the Code of Alabama (the "BAA"), controls and operates the Birmingham-Shuttlesworth International Airport (the "Airport") pursuant to the Lease, Assignment and Operating Agreement with the City of Birmingham, Alabama, a municipal corporation (the "City"), dated September 16, 1986, as amended (the "Operating Agreement");

WHEREAS, under Section 4-3-47(6), Code of Alabama, the BAA has the power "to execute such contracts and other instruments and to take such other actions as may be necessary or convenient to accomplish" its lawful mission and exercise its lawful powers;

WHEREAS, under Section 4-3-47(22), Code of Alabama, the BAA has the power "to appoint, employ, contract with and provide for . . . such officers [and] employees . . . as the business of the Authority may require;"

WHEREAS, under Act 1969-916 of the Acts of Alabama (the "Act"), the BAA is authorized to enter into Interlocal Cooperation Agreements to cooperate with the City and other governmental agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein;

WHEREAS, pursuant to the Act, the BAA desires to enter into an Interlocal Cooperation Agreement with the City for the Birmingham Fire and Rescue Services (the "Agreement") to provide (i) management and staffing for the fire station located at the Airport, and (ii) the operation of Aircraft Rescue & Firefighting services, equipment, and facilities, among other things, in furtherance of the BAA's operation of the Airport under the Operating Agreement (the "Interlocal Cooperation Agreement");

WHEREAS, the BAA desires to authorize its Executive Director, President & CEO (the "CEO"), subject to the guidelines contained in this resolution, to enter into the Agreement and do all acts incidental to implementing the Agreement.

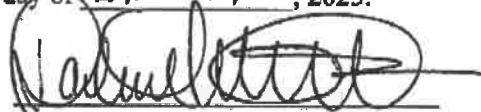
**NOW THEREFORE, BE IT RESOLVED BY THE BIRMINGHAM AIRPORT
AUTHORITY BOARD OF DIRECTORS:**

RESOLVED, that, the CEO is hereby authorized on behalf of the BAA to enter into the Agreement with the City to provide the Airport with management and staffing of the fire station located at the Airport as well as to provide the Airport with Aircraft Rescue & Firefighting services, equipment, and facilities together with the power to take all action necessary for the implementation of the Agreement; and further

RESOLVED, that the BAA hereby ratifies and approves all actions heretofore or hereafter taken by the CEO with respect to the Birmingham Fire and Rescue Service's provision of services described herein and in the Agreement; and further

RESOLVED, that this Resolution shall become effective immediately, and a copy of this Resolution shall be placed in the BAA's minute book.

ADOPTED AND APPROVED, this 17th day of JANUARY, 2023.


Darlene Wilson, Board Chairman

ATTEST:

By: 

Secretary

R. Ashby Pate
Printed Name