

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

APRIL 27, 2015, 7:00 P.M.

1. Approval of the minutes of the April 13, 2015 regular meeting of the City Council.
2. Consideration: Resolution authorizing the City's participation in the 2015 "Back-to-School" Sales Tax Holiday, beginning at 12:01 a.m. on Friday, August 7, 2014, and ending at twelve midnight on Sunday, August 9, 2015, whereby the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax in conformance with the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".
2015-058
3. Consideration: Resolution 1) declaring a 2008 model postage machine obsolete, declaring it surplus, and authorizing it trade-in , and 2) authorizing the execution of a lease agreement between the City and Secap Financial (subsidiary of Pitney Bowes Global Financial Services, LLC) with respect to City's lease of a Pitney Bowes Connect +500W Mailing System.
2015-059
4. Consideration: Resolution approving the conditional [service] use application submitted by James Lee for Jimi Yoga to allow yoga classes at 2414 Canterbury Road in Mountain Brook Village [Local Business], subject to specified conditions.
2015-060
5. Announcement: The next regular meeting of the City Council is May 11, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
6. Comments from residents.
7. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 13, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 13th day of April. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

1. AGENDA

1. Representative(s) of ABC 33/40 to discuss featuring the City in upcoming community broadcast segment (Appendix 1).
2. Mrs. Tommy Thomson to address the City Council concerning leaf blowers. (Matter was continued indefinitely without discussion due to Ms. Thomson's absence.)
3. Proposed parking changes for English Village and the City's leased parking lots – Dana Hazen. (To be reviewed at the next Merchant's Meeting and presented again at a later date for council consideration.)
4. Resolution opposing House Bill 185 – Sam Gaston (Resolution No. 2015-051 was added to the formal meeting agenda).
5. Clinical affiliation agreement with Samford University – David Cohen (Resolution No. 2015-052 was added to the formal agenda).
6. Skipper Consultants review and recommendations for the Overton Road/South Brookwood Road intersection – Richard Caudle of Skipper Consultants. (It was the consensus of the members of the City Council that the City Manager authorizes the recommended traffic signal programming changes.) (Appendix 2)
7. Reorganization of Planning and Inspections Departments – Sam Gaston & Dana Hazen. (Resolution Nos. 2015-055 and 2015-056 were added to the formal agenda as reclassifications/upgrades of existing [not new] positions.)
 - a. Create position of Director of Planning, Building and Sustainability – Pay Grade 30.
 - b. Create position of Senior Plans Examiner – Pay Grade 26.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting.

Acting City Clerk

**JOINT/CONCURRENT MEETINGS OF THE MOUNTAIN BROOK CITY COUNCIL AND
THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
APRIL 13, 2015**

The City Council of the City of Mountain Brook, Alabama and the Board of Commissioners of the Mountain Brook Emergency Communications District met in public session in the City Hall Council Chamber at 7:25 p.m. on Monday, the 13th day of April, 2015. The Council President (and District Chairman) called the meetings to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

The City Council President (and District Chairman) stated that a quorum was present and that the meetings were open for the transaction of business.

1. MEGHAN ANN HELLENGA AND CHRISTEN GREENWOOD OF THE BIRMINGHAM MUSEUM OF ART

Meghan Hellenga and Christen Greenwood presented an overview of various programs and events offered by the Birmingham Museum of Art.

2. CONSENT AGENDA

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

Approval of the minutes of the March 23, 2015 meeting of the Mountain Brook Emergency Communications District Board of Commissioners (the only business matter before the Board of Commissioners of the Mountain Brook Emergency Communications District).

Approval of the minutes of the March 23, 2015 regular meeting of the City Council.

2015-048	Appoint Nicky Barnes to the Board of Education of the City of Mountain Brook, to serve without compensation, with a term of office to expire May 31, 2020	Exhibit 1 Appendix 1
2015-049	Appoint Brandon Plowden to the Tree Commission, to serve without compensation, with a term of office to expire April 13, 2018	Exhibit 2 Appendix 2
2015-050	Recommend to the ABC Board the issuance of a 140 – Special Events Retail license to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2015, for its May 5, 2015 outdoor event to be held in the parking lot located at 99 Euclid Avenue, Mountain Brook, AL, 35213	Exhibit 3 Appendix 3

2015-051	Express opposition to House Bill 185 related to [multiple] local business licensing for home health, durable medical equipment and related businesses	Exhibit 4 Appendix 4
2015-052	Authorize the execution of a Clinical Affiliation Agreement between the City and Samford University College of Health Sciences	Exhibit 5 Appendix 5
2015-053	Authorize the execution of an amendment to the janitorial services contract (Resolution No. 2013-062) between the City and Jordan Janitorial, Inc. removing The Emmet O'Neal Library	Exhibit 6 Appendix 6
2015-054	Award the janitorial service contract to Protek Services, Inc., being the lowest bidder, and authorize the Mayor or City Manager to execute a 3-year service contract for same (includes only The Emmet O'Neal Library)	Exhibit 7 Appendix 7

Thereupon, the foregoing minutes and resolutions were introduced by Council President (and District Chairman) Smith and their immediate adoption was moved by Council President Pro Tempore (and District Vice Chairman) Pritchard. The minutes and resolutions were then considered by the City Council and Board of Commissioners. Council member (and District member) Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Council President (and District Chairman) Smith thereupon declared that said minutes and Resolution Nos. 2015-048 through 2015-054 are adopted by a vote of 4–0.

3. CONSIDERATION: RESOLUTION (NO. 2015-055) AUTHORIZING THE CREATION OF ONE (1) DIRECTOR OF PLANNING, BUILDING, AND SUSTAINABILITY POSITION (CLASS NO. ____, G30/10) (EXHIBIT 8, APPENDIX 8) AND (NO. 2015-056) ONE (1) SENIOR PLANS EXAMINER POSITION (CLASS NO. 5266, G26/10) (EXHIBIT 9, APPENDIX 9) FOR THE PLANNING DEPARTMENT

Council President Smith introduced the resolutions in writing and invited comments and questions from the audience.

There being no further comments or discussion, Council President Smith called for a motion regarding the proposals. Council President Smith then moved for the adoption of said resolutions. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Resolution Nos. 2015-055 and 2015-056 are adopted by a vote of 4—0.

4. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Tuesday, April 28, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council (or District), it was moved by Council President Pro Tempore Pritchard that the City Council convene in executive session to discuss a matter involving a real estate matter. The motion was seconded by Council member Carl. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 4—0 and then asked that the members of the audience be excused. She also announced that the City Council shall not reconvene upon conclusion of the executive session.

Acting City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-048

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Nicky Barnes is hereby appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2020.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2015-049

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Brandon Plowden is hereby appointed to the Tree Commission, to serve without compensation, with the term of office to end April 13, 2018.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2015-058

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that pursuant to Act No. 2006-574, beginning at 12:01 a.m. on Friday, August 7, 2015, and ending at twelve midnight on Sunday, August 9, 2015, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Wanda Robbins, Room 4311, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

ADOPTED: This 27th day of April, 2015.

Council President

APPROVED: This 27th day of April, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on April 27, 2015, as same appears in the minutes of record of said meeting.

City Clerk



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

April 6, 2015

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2015 "Back-to-School" Sales Tax Holiday August 7-9, 2015

Deadline to notify ADOR: July 7, 2015

The 2015 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, August 7, 2015, and ends at twelve midnight on Sunday, August 9, 2015. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 7, 2015. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.cfm. Notification of participation in the sales tax holiday may not be included in the published list if received after July 7, 2015.

Your taxpayers need to know whether or not your locality will participate in the 2015 "Back-to-School" Sales Tax Holiday.

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

RESPONSE REQUIRED:

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? It is important that you inform us of that fact by email, fax or letter.

Taxpayers and retailers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Wanda Robbins
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbs@revenue.alabama.gov

QUESTIONS: 334-353-8044



2015 SALES TAX HOLIDAY

Alabama will hold its tenth annual sales tax holiday, beginning Friday, August 7, 2015 at 12:01 a.m. and ending Sunday, August 9, 2015 at 12 midnight, giving shoppers the opportunity to purchase certain school supplies, computers and clothing free of state sales tax. Local sales tax may apply.

For more information, contact us 8:00 a.m. – 5:00 p.m., CST Monday through Friday 334-242-1490 or 866-576-6531

Table with 3 columns and 2 main sections: EXEMPT and TAXABLE. EXEMPT items include Belts, Boots, Caps, Coats, Diapers, Dresses, Gloves, Gym Suits, Hats, Hosiery, Jackets, Jeans, Neckties, Pajamas, Pants, Raincoats, Robes, Sandals, Scarves, School Uniforms, Shirts, Shoes, Shorts, Socks, Sneakers, Underwear. TAXABLE items are categorized into Clothing Accessories, Protective Equipment, and Sport or Recreational Equipment.

COMPUTERS, COMPUTER SOFTWARE, & SCHOOL COMPUTER SUPPLIES -**A single purchase with a sales price of \$750 or Less****EXEMPT:**

COMPUTERS – For purposes of the exemption, a computer may include a laptop, desktop, or tower computer system which consists of a central processing unit (CPU), and devices such as a display monitor, keyboard, mouse, and speakers sold as a computer package. Computer parts and devices not sold as part of a package with the CPU, will not qualify for the exemption.

COMPUTER SOFTWARE

SCHOOL COMPUTER SUPPLIES – An item commonly used by a student in a course of study in which a computer is used

– All inclusive list includes:

- Computer Storage Media; diskettes, compact disks
- Handheld electronic schedulers, except devices that are cellular phones
- Personal digital assistants, except devices that are cellular phones
- Computer Printers
- Printer Supplies for Computers (printer paper, printer ink)

TAXABLE:

- Furniture
- Any systems, devices, software, peripherals designed or intended primarily for recreational use, or
- Video games of a non-educational nature

SCHOOL SUPPLIES, SCHOOL ART SUPPLIES & SCHOOL INSTRUCTIONAL MATERIAL -**Sales Price of \$50 or Less, per item (Noncommercial Purchases)****EXEMPT:****SCHOOL SUPPLIES - All Inclusive List:**

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • Binders • Blackboard Chalk • Book Bags • Calculators • Cellophane Tape • Compasses • Composition Books • Crayons • Erasers • Folders (expandable, pocket, plastic & manila) • Glue, paste, and paste sticks | <ul style="list-style-type: none"> • Highlighters • Index Cards • Index Card Boxes • Legal Pads • Lunch Boxes • Markers • Notebooks • Paper (loose leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper) | <ul style="list-style-type: none"> • Pencil Boxes & Other School Supply Boxes • Pencil Sharpeners • Pencils • Pens • Protractors • Rulers • Scissors • Writing Tablets |
|---|--|--|

SCHOOL ART SUPPLIES - All Inclusive List:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Clay & Glazes • Paints (Acrylic, Tempora & Oil) • Paintbrushes for artwork | <ul style="list-style-type: none"> • Sketch and Drawing Pads • Watercolors |
|--|--|

SCHOOL INSTRUCTIONAL MATERIAL – All Inclusive List: (Written material commonly used by a student in a course of study as a reference and to learn the subject being taught)

- Reference Maps and Globes
- Required Textbooks on an official school book list with a sales price of more than \$30 and less than \$50

BOOKS – Sales Price of \$30 or Less, per book (Noncommercial Purchases)**EXEMPT:**

BOOKS - The term book is defined as a set of printed sheets bound together and published in a volume with an ISBN number.

TAXABLE:

- Magazines
- Newspapers
- Periodicals
- Any Other Document Printed or Offered for Sale in a Non-Bound Form

RESOLUTION NO. 2015-059

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

- Asset No. 13703 - IS460 Mailing Machine w/ Scale (Neopost 12673298, S/N DC0827039)

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to trade-in said obsolete property in conjunction with the acquisition of a replacement asset.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a lease agreement between the City and Secap Financial LLC, in the form as attached hereto as Exhibit A, with respect to the City's (60 month) lease of a Pitney Bowes Connect +500W Mailing System.

ADOPTED: This 27th day of April, 2015.

Council President

APPROVED: This 27th day of April, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 27, 2015, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

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

To: Sam Gaston, City Manager
From: Steven Boone *S. Boone*
Date: April 8, 2015
CC: Mayor and members of the City Council
Subject: Replace existing postage machine

I propose that the postage machine be replaced. The existing postage machine was purchased in October 2008. The replacement was budgeted for fiscal 2015 in the amount of \$8,000. Rather than purchasing, I suggest the new postage machine be leased (60 months). Attached is my comparison of the lease and purchase options and rationale for leasing.

Also attached is the standard form lease agreement. I seriously doubt the City will prevail if modifications to the standard terms are sought. If the terms of the lease are unacceptable for any particular reason, we can go with the purchase option.

**Mail (Postage) Machine
City of Mountain Brook
8-Apr-15**

	Lease	Purchase
Initial Lump Sum Cost		
Equipment		\$ 9,845
Trade-in		<u>\$ (1,200)</u>
Net Cost After Trade		\$ 8,645
Recurring Costs		
Lease (includes trade-in)	\$ 2,148	
Maintenance	\$ 900	\$ 890
Meter Rental (#)	<u>\$ 1,272</u>	<u>\$ 1,368</u>
Annual Recurring Costs	<u>\$ 4,320</u>	<u>\$ 2,258</u>
 Life of Lease (5 years)	 <u>\$ 21,600</u>	 <u>\$ 11,290</u> (@)
 Total (excluding supplies)	 <u>\$ 21,600</u>	 <u>\$ 19,935</u>
 Finance Charge (8.9% APR)	 <u>\$ 1,665</u>	

Vendor giving \$1,272 credit (12 months @ \$106/month) for meter rental NOT REFLECTED in the above analysis.
Life of lease cost is actually \$20,328.

(#) Vendor will provide meter rental at no charge for first year as follows:

(@) Does not reflect annual rate increases.

Advantages of leasing:

- 1 Locks in meter rental rate for duration of lease. Expect annual inflationary increases if purchased.
- 2 Locks in maintenance rate for duration of the lease. Expiring maintenance agreement on current mail machine is \$3,300 annually. Increases will likely significantly outpace inflation.

Disadvantages of leasing:

- 1 Lease is noncancellable (mitigated by fact that City will likely always require a mail machine making early cancellation unlikely)
- 2 Finance charge (most likely offset by savings from locking in maintenance cost)

LEASE TERMS AND CONDITIONS

This is a lease with Secap Finance, a division of Pitney Bowes Global Financial Services LLC (PBGFS), a wholly-owned subsidiary of Pitney Bowes Inc. (PBI). Secap Finance provides leasing options to our customers. Secap Finance does not warrant, service or otherwise support the equipment. Those services are provided by PBI as stated in the Secap Finance Terms for Dealers, or by the applicable dealer or other third party with whom you have entered into a service agreement. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

- L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Secap Finance Terms for Dealers.
- L1.2 For the purposes of these Lease Terms and Conditions, "Affiliate" means a legal entity that is controlled by, controlling, or under common control with Secap Finance, including without limitation, PBGFS and PBI. "Control" means more than 50% of the voting power or ownership interests.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.
- L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Secap Finance Terms for Dealers.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in advance each month for all payments on the Order (each, a "Monthly Payment"), except as otherwise mutually agreed in writing or as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

- L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1 or L6.2, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

- L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

- L6.1 During the 30 days prior to the end of your Lease, you may, if not in default, select one of the following options:
 - (a) enter into a new lease with us;
 - (b) purchase the Equipment "as is, where is" for fair market value; or
 - (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.
- L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive monthly extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice not less than 7 days (or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

- L7.1 NEITHER SECAP FINANCE, NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.2 In the event that you have checked the box for a Secap Affiliate to provide you with a Service Level Agreement, Maintenance Service (as defined in the Secap Finance Terms for Dealers), or any other service or support component, PBI provides you with (and we assign to you our rights in) the limited warranty in the Secap Finance Terms for Dealers.
- L7.3 NEITHER SECAP FINANCE, NOR ANY OF ITS AFFILIATES, NOR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS, ARE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repair. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and any related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

Because we own the Equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You must demonstrate to us that the Equipment will be protected by showing us that your insurance will cover the Equipment.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. MAINTENANCE TERMS

- L10.1 If you checked the box for "Service by Dealer or other Third Party" in the Order, Section G3.1 with respect to Secap Finance or its Affiliates' warranties regarding Maintenance Service do not apply.
- L10.2 If you checked the box for "Service by Dealer or other Third Party" in the Order, Section S4 of the Secap Finance Terms for Dealers with respect to Maintenance Service does not apply.

L11. MISCELLANEOUS

- L11.1 If more than one lessee is named in this Lease, liability is joint and several.
- L11.2 You, and any principal, owner, officer or guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- L11.3 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L11.4 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L11.5 You may use a purchase order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions will supplement, amend, modify or supersede the terms and conditions of this Agreement, nor will any of its terms be incorporated herein, and it will not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for any ancillary services set forth in such purchase order.

L12. ADDENDUM TO LEASE AGREEMENT

- L12.1 If you checked the competitive checkbox on the lease agreement You are solely responsible for the obligations on your lease with Former Lessor, and for determining the amounts due on it; any assistance provided by Vendor or us was done at your request and as a convenience to you, and Vendor and we are not responsible for any errors or omissions which occurred in collecting information concerning your lease with your Former Lessor for you. You will be solely responsible for any amounts above the Pay Off Amount due to Former Lessor. Regardless of any dispute concerning amounts due to the Former Lessor, you shall pay all payments due to us, and perform all other obligations, under the Lease. Your obligation to repay to us the Pay Off Amount is unconditional. If the Lease is cancelled, terminated, or is ineffective for any reason (except if conditionally terminated in contemplation of a new lease between you and us) the Pay Off Amount shall become immediately due and owing to us (regardless of whether you may have been released in whole or in part from the obligation to pay other sums under the Lease including Total Payments).

4/8/15

Covenant



MAILING



PRINTING



SOLUTIONS

Proposal

For



Connect+[®] 500W



Connect+ 500W keeps you productive by making your job simpler

Every day, you have critical deadlines for billings, statements and customer notifications.

And you have to juggle different types of mail, being sure that every piece has the correct postage and tracking barcode when required.

With the Connect+ 500W, every job will be done right and on time, because there will always be more to do tomorrow.

Introducing Connect+ 500W

Connect+ 500W will help you meet your daily deadlines and keep up with ever-changing Postal rules. Its advanced technology makes your work simpler—whether for your everyday mail or your special mailing needs.

- Ready to handle mail with mixed sizes, thicknesses and weights, without you or your staff having to interfere.
- Simplifies your shipping by handling small and large parcels at the best rate.
- An advanced level of technology that everyone can use with capabilities you can count on.
- Easy and simple to use. Communicate effectively with your customers and meet your deadlines.





Connect+® 500W will handle your time sensitive projects

High performance – You can depend on Connect+ 500W to meet your daily critical deadlines. It is fast enough for your biggest jobs, yet nimble enough to help you with complicated work. It will seal envelopes up to 5/8" while printing postage at up to 120 letters per minute.

Weigh-on-the-Way® (WOW®) – Mixed weight and mixed size mail become simple with Connect+500W. Its automatic weighing and rating runs mail with mixed weights and sizes. You don't have to stop and calculate postage—Connect+500W does it for you. And you will never guess on postage or risk returned mail.

Parcel ready – Even your shipping is simpler with Connect+ 500W. Process large envelopes and parcels, with options to support Postal requirements for package barcode labels.

Connect+ 500W makes your job easier

Easy to use – Connect+ 500W's color touch screen simplifies your daily work. Postal rules change frequently and are often misunderstood—but Connect+ 500W makes them clear with an intuitive menu on the touch screen.

Manage finances – The Connect+ 500W makes it easy to track postage. It will help you manage your cash flow, postage purchases and expense allocations by department or by job. The optional INVIEW® Dashboard simplifies tracking for one or multiple locations.

FEATURES	SPECIFICATIONS
Weigh-on-the-Way (WOW)	Standard – up to 16 oz.
Processing speed (letters per minute)	Up to 60 WOW, and 120 non-WOW
Envelope processing	Thickness: feed and seal up to 5/8" Media size: 3 1/2" x 5" up to 10" x 14" Envelope flap depth: min 1", max 3 7/8"
Weighing & rating	10 lb. (standard); additional options up to 70 lbs.
Color touch screen display	Standard – 10.2" (WSVGA)
Connect+ analytics	Standard - up to 50 accounts, options up to 3,000 accounts
Dimensions	65" L x 25" D x 24" H with drop stacker
Package tapes	Standard - adhesive roll tape
Graphics printing	Standard - download graphic images or create envelope text
Color printing	Optional - print graphics or text in black or full color (1200 dpi)



 Pitney Bowes

Covenant



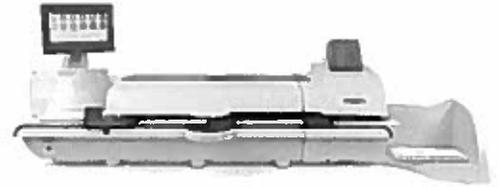
MAILING | PRINTING | SOLUTIONS

p 205.640.1618 | f 205.640.1628 | www.covenantmailing.com

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Pitney Bowes, a global technology company, powers billions of transactions - digital and physical - in the connected and borderless world of commerce. Pitney Bowes, the Corporate Logo, the Eagle Design, Connect+, Weigh-On-the-Way, WOW and INVIEW are trademarks of Pitney Bowes Inc. All other marks are the intellectual property of their respective owners.

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Pitney Bowes Connect +500W Mailing System



Straight Purchase

Purchase Price @.....\$ 9,845.00
Trade-in @.....\$1,200.00

Total Purchase Price @.....\$ 8,645.00

Lease

60 Month Lease @.....\$179.00 per month
Meter Rental @.....\$ 64.00 per month
Maintenance Agreement @.....\$ 75.00 per month

All Inclusive Monthly lease Total @.....\$ 318.00 per month

INCLUDES:

- Web Based Architecture for daily Rate & Updates
- Fully automatic feeding of 120 envelopes per minute
- WOW Weigh On the Weigh dynamic inline scale
- 10 lb. Interfaced Scale with platform
- 10.2" Color Touch Screen Display
- Graphical User Interface
- Built-in roll tape dispenser
- Secure Envelope Sealing with pump fed pad
- Accounting of up to 50 accounts
- Unlimited Preset Jobs
- Low Postage Alert
- High Value Postage Protection
- Support Staff (LOCAL)
- Installation & Training

+42 for E-Service
360

Meter Rental, Maintenance & Supplies

Meter Rental:

Meter Rental @ \$ 216.00 per quarter. All rate change software is included at no charge, and postal updates will be downloaded the day of the rate change via the WEB.

The first web and app-based architecture mailing system.

Easy-to-use and approachable. Add \$ 42.00 per month for E-Certified & E-Return Receipt

EMA Customer Care Agreement:

After your 90 day warranty, your EMA that includes all emergency service and preventative maintenance calls, including parts and labor would be @.....\$ 890.00 per year.

Supplies:



Red Ink Printer Cartridge 78ml @.....\$ 134.99 each
(Yields approx. 18,000 impressions)

EZ Peel Self Adhesive Tape Rolls @\$ 87.29 per box
(3 rolls per box, yields approx. 2,100 meter tapes)



Mid Volume Digital Meters

Connect+™ 500W Series

PCN	Description	Suggested Retail
Connect+ Analytics Options		
NOACCT	No Analytics Required	--
APA2	Connect+ Analytics (Max 100 Accounts)	\$595.00
APA4	Connect+ Analytics (Max 500 Accounts)	\$1,295.00
APA5	Connect+ Analytics (Max 1000 Accounts)	\$1,445.00
APA7	Connect+ Analytics (Max 2000 Accounts)	\$1,745.00
APA9	Connect+ Analytics (Max 3000 Accounts)	\$2,245.00
NV10	INVIEW Dashboard Web Acct. Bundle SINGLE Unit ²	\$995.00

² INVIEW optional. Refer to the INVIEW Dashboard section for additional options and ordering requirements

BMZ1	Connect+ Business Manager Interface	\$995.00
MSPQ	Connect+ SendSuite Interface One per Connect+ system. Enables interfacing of SendSuite software to each Connect+	\$295.00

Software

1FR4	USPS BRM Rates	\$495.00
APFD	Energy Star Enabled	\$0.00
APF9	Connect+ Creative Fonts	\$145.00
APF8	Connect+ Vertical Market Fonts	\$145.00
PSOF	PresortExtra for Flats	\$0.00

Furniture

M074501	45 1/2 in. Storage Table	\$1,130.00
M076801	68 in. Storage Table	\$1,340.00
M07MST4501	45 1/2 in. Basic Table	\$495.00
M07MST6801	68 in. Basic Table	\$575.00
SVWA	Connect+ Series Console with Scale Stand	\$1,395.00
SVWB	Bridge for Connect+ Series Console	\$345.00
SVWC	Double Drawer & Door Kit for Connect+ Series Console	\$695.00
SVWD	Additional Scale Stand for Connect+ Series Console	\$245.00
SVWX	Console Extension Kit	\$495.00

Meter / IntelliLink		Secap Lease Discount Rental	SALE
PCN	Description	Monthly	Quarterly*
1W00, M9SS, SG00	Connect+ Series Meter w/PP (NTP), IntelliLink Subscription, Purchase	\$64.00	\$216.00
Select this meter plan if confirmation services are required			
1W00, SG00	Connect+ Series Meter, Purchase Power and SoftGuard Rate Update	\$64.00	\$216.00
M9SS	IntelliLink Subscription Confirmation Services	\$17.00	\$51.00
MW90008	Connect+ VBS Welcome Kit	\$0.00	\$0.00
1FS1	USPS Confirmation Services	\$0.00	\$0.00
Select this meter plan for confirmation and e-Return Receipt services.			
1W00, SG00	Connect+ Series Meter, Purchase Power and SoftGuard Rate Update	\$64.00	\$216.00
ERR1	e-Return Receipt Rate and Feature	\$0.00	\$0.00
M9SS	IntelliLink Subscription Confirmation & e-return receipt	\$42.00	\$126.00
MW90008	Connect+ VBS Welcome Kit	\$0.00	\$0.00
1FS1	USPS Confirmation Services	\$0.00	\$0.00

* Option: annual billing available

*\$106.00
ON LEASE*

*\$342.00
QTR*

RESOLUTION NO. 2015-060

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by James Lee for Jimi Yoga to allow yoga classes at 2414 Canterbury Road, subject to the following conditions:

- (1) that class sizes be limited to a maximum of _____;
- (2) that there be no classes concluding after 10:00 a.m. or resuming prior to 4:30 p.m. on any day of the week;
- (3) that there be a separation of class ending and beginning times of a minimum of 30 minutes.

ADOPTED: This 27th day of April, 2015.

Council President

APPROVED: This 27th day of April, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 27, 2015, as same appears in the minutes of record of said meeting.

City Clerk

Revised Letter of Operational Characteristics + 3 versions of class schedules

BEFORE THE CITY COUNCIL OF MOUNTAIN BROOK, ALABAMA

APPLICATION FOR APPROVAL OF CONDITIONAL USE BUSINESS

UNDER MUNICIPAL CODE SECTION 129-192(b)(1)h - FITNESS CENTER

KNOWN AS "JIMIYOGA" AT 2414-16 CANTERBURY ROAD

Business owners, James Lee and Linda West, respectfully request City Council approve our application to operate a Yoga Studio in the business currently occupied by the Dance Studio. Yoga is a discipline that enhances one's health and well-being by systematically stretching and strengthening muscles throughout the body, increasing circulation to internal organs and glands, quieting the nervous system and improving concentration. We hope to enhance and improve the lives of community members. Yoga allows students to progress at their own pace and is suitable for young people and seniors alike.

The size of the facility is believed to be approximately 2400 square feet in area. The lease is available to begin as of August 1, 2015. The landlord, Scotch Real Estate & Ins. Co. Inc., has the specifications.

The floor plan will remain open, similar to the Dance Studio. There will be the addition of a commercial washer & dryer for personal towel service. If feasible, 2 male and 2 female showers will be installed in the changing rooms. Any work undertaken would be done only by City approved contractors.

The street view will be of retail items of yoga clothing and accessories. No classes will be viewable. We also plan to sell bottled waters, juices and blended fruit and vegetable health drinks.

The usage will be for yoga and exercise classes for different age groups, and, the sale of the limited retail items described above. We will also offer individual instruction. We will apply for a consolidation permit.

The hours will be from 6:00 a.m. until 9:00 p.m. We will not have classes from 10:30 through 4:00, only private lessons for 1 or 2 customers in order to accommodate parking for other businesses during these peak hours.

Classes will begin at 6:00 a.m. and end at 9:00 p.m., with no classes after 10:30 a.m. and none resuming until 4:00 p.m. in the afternoon. Classes will be one to one and one half hours long. There will be one instructor per class, who will park in an all-day parking area above Starbucks. Class size is expected to be a maximum of 25 students.

Our intention is to always act responsibly and with the best interest of each student, as well as, with the solid community values and character of Mountain Brook Village in mind.

Jimi Yoga

Yoga Class Schedule v.1

Mon-Friday

6:00-7:00 No More Than 25 Students
7:30-8:30 No More Than 25 Students
9:00-10:30 No More Than 15 Students
10:30-4:00 1 or 2 students for private lessons
4:00-5:00 No More Than 20 Students
5:30-6:30 No More Than 25 Students
6:50-8:00 No More Than 25 Students

Sat/Sun

8:00-9:30 No More Than 25 Students
10:00-11:00 No More Than 25 Students
11:30-12:30 No More Than 25 Students
3:30-5:00 No More Than 25 Students
5:30-7:00 No More Than 25 Students

Yoga Class Schedule v.2

Mon-Friday

6:00-7:00	No More Than 20 Students
7:30-8:30	No More Than 20 Students
9:00-10:30	No More Than 15 Students
10:30-4:00	1 or 2 students for private lessons
4:00-5:00	No More Than 20 Students
5:30-6:30	No More Than 20 Students
6:50-8:00	No More Than 20 Students

Sat/Sun

8:00-9:30	No More Than 20 Students
10:00-11:00	No More Than 20 Students
11:30-12:30	No More Than 20 Students
3:30-5:00	No More Than 20 Students
5:30-7:00	No More Than 20 Students

Yoga Class Schedule v.3

Mon-Friday

Before 9:00 AM No more than 25 students with 30 minutes between classes

9:30-11:00 No More Than 20 Students

11:00-4:00 1 or 2 students max for private lessons

After 4:00 PM No More Than 25 Students with 30 minutes between classes

Sat/Sun

No More Than 25 Students with 30 minutes between classes



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

Previous staff recommend.

DATE: April 9, 2015

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Conditional Use – Jimi Yoga - 2414 Canterbury Road (interior half of Linda Dobbins Dance)

The proposed conditional use is a yoga studio. The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. The applicant has made an attempt to conduct heavier class volumes in the mornings and evenings in order to alleviate any parking conflicts with retailers in the immediate area. However, the volumes are still quite high when compared to the number of parking spaces available on surrounding public streets (see aerial).

Another problem is that some of the classes are back-to-back (particularly in the mornings) which could result in as many as 96 cars parked in the vicinity at a given time. And while the morning classes are to conclude prior to retail businesses opening (10:00), there is still the potential disruption (automobile noise and the slamming of car doors) of the neighboring residential uses on Canterbury and the potential for parking to spill into the residential neighborhood.

The applicant has contacted all of the Canterbury merchants to let them know the details of the proposal, and some of the merchants are opposed to this proposal, even with the heavier volumes of classes in the mornings and evenings.

Staff recommends that should any approval be granted for the proposed use that class sizes be comparable to those previously approved by the council for other fitness facilities in the villages (see below), that there be no classes concluding after 10:00 a.m. or resuming prior to 4:30 p.m. on any day of the week, and that there be a separation of class ending and beginning times of a minimum of 30 minutes.

Previously-approved conditional uses for fitness centers:

MB Village:

MB Crossfit – max of 8 clients at one time – Western shopping center – private parking (open morning and evening);

Michael Meadows Fitness Center – max of 8 clients at one time during noon hour – Mountain Brook Mall – private parking (open all day).

English Village:

Grand Jete - max 12 students per class

Crestline Village:

Total Fitness Consultants – max 6 clients at one time (Country Club Park shopping center – private parking)

previous letter & class schedule

BEFORE THE CITY COUNCIL OF MOUNTAIN BROOK, ALABAMA
APPLICATION FOR APPROVAL OF CONDITIONAL USE BUSINESS
UNDER MUNICIPAL CODE SECTION 129-192(b)(1)h - FITNESS CENTER
KNOWN AS "JIMIYOGA" AT 2414-16 CANTERBURY ROAD

Business owners, James Lee and Linda West, respectfully request City Council approve our application to operate a Yoga Studio in the business currently occupied by the Dance Studio. Yoga is a discipline that enhances one's health and well-being by systematically stretching and strengthening muscles throughout the body, increasing circulation to internal organs and glands, quieting the nervous system and improving concentration. We hope to enhance and improve the lives of community members. Yoga allows students to progress at their own pace and is suitable for young people and seniors alike.

The size of the facility is believed to be approximately 2000 square feet in area. The lease is available to begin as of August 1, 2015. The landlord, Scotch Real Estate & Ins. Co. Inc., has the specifications.

The floor plan will remain open, similar to the Dance Studio. There will be the addition of a commercial washer & dryer for personal towel service. If feasible, 2 male and 2 female showers will be installed in the changing rooms. Any work undertaken would be done only by City Council approved contractors.

The street view will be of retail items of yoga clothing and accessories. No classes will be viewable. We also plan to sell bottled waters, juices and blended fruit and vegetable health drinks.

The usage will be for yoga and exercise classes for different age groups, and, the sale of the limited retail items described above. We will also offer individual instruction. We will apply for a consolidation permit.

The hours will be from 5:45 a.m. until 9:15 p.m. We will be closed from 10:45 through 1:15 in order to accommodate parking for other businesses during these peak hours.

There will be an incentive program for pedestrian students to earn points toward gift certificates to local businesses. All employees will be required to park in all day parking and walk to the studio.

Our intention is to always act responsibly and with the best interest of each student, as well as, with the solid community values and character of Mountain Brook Village in mind.

Classes. The class schedule is structured to maximize the use of parking at times when it is not in use by other area businesses and to minimize use of available parking at during the times it is valuable to them. Classes will be one to one and one half hours long. There will be **one instructor per class**, who will park in an all-day parking area. Class size will be limited by fire marshal capacity at times when ample parking is available and limited to 20 or fewer students during any times close to the prime hours of neighboring businesses.

Schedule

Mon-Friday

6:00-7:00 a.m. - 48 students (max limited by Fire Marshall Capacity)

7:15-8:30 a.m. - 48 students

8:30-10:00 a.m. – max 20 Students

In between 10:00 a.m. and 3:30 p.m. - will have no classes but may have no more than 2 students for private lessons.

3:30-5:00 p.m. - max 10 Students

5:30-6:30 p.m. - 48 students

7:00-8:00 p.m. - 48 students

Sat/Sun

8:00-9:00 a.m. - 48 students

9:30-11:00 a.m. - 48 students

2:00-3:30 p.m. - 48 students

4:30-6:00 p.m. - 48 students