

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

SEPTEMBER 14, 2015, 7:00 P.M.

1. Approval of the minutes of the August 24, 2015 regular meeting of the City Council.
2. Consideration: Resolution reappointing Henry Lapidus to the Board of Zoning Adjustment, to serve without compensation until September 25, 2018.
3. Consideration: Resolution approving the conditional use application of Dr. Craig Martin for the operation of a limited service veterinary clinic in Mountain Brook Village (Local Business District) in the modular offices located at 2129 Cahaba Road.
4. Consideration: Proclamation declaring the week of September 17–23, 2015 as Constitution Week.
5. Consideration: Resolution approving the conditional [service] use application of Melanie Pounds Interior Designs located at 2822 Petticoat Lane.
6. Consideration: Resolution authorizing 1) the execution of a customer agreement between the City and Gorrie-Regan and Associates, Inc. with respect to the City's use of a web-based Attendance on Demand time and attendance system and 2) the purchase of two hand-punch time clocks and related maintenance agreements.
7. Consideration: Resolution authoring the execution of a professional services agreement between the City and Skipper Consulting, Inc. with respect to a traffic study at the intersection of Old Leeds Road at Crosshill Road to examine intersection turning movement traffic count during the morning peak hour and to determine the impacts of implementing a protected left turn arrow at the intersection.
8. Public hearing: Consideration of an ordinance adopting the City's fiscal 2016 budget.
9. Consideration: Resolution increasing the salary schedule for all classified and unclassified employees by 1-1/2% effective October 6, 2015 and increasing the compensation for contract security services for the City's Public Works facilities (Resolution No. 2013-146) by 1-1/2% effective October 6, 2015.
10. Consideration: Ordinance increasing the salary (1-1/2%) of the City Manager effective October 6, 2015 and amending the related employment agreement.
11. Announcement: The next regular meeting of the City Council is September 28, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Comments from residents.
13. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 24, 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 6:30 p.m. on Monday, the 24th day of August, 2015. 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
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Street light request for Hoyt Lane at the alley – Sam Gaston. Resolution No. 2015-123 was added to the formal meeting agenda.
2. Review of the formal [7 p.m.] meeting agenda
3. Proclaim the first full week of September as “National Payroll Week”. Proclamation No. 2015-122 was added to the formal meeting agenda.
4. Authorize the City Clerk to execute the Travelers Insurance coverage binder for policy year 09/01/2015–09/01/2016. Motion No. 2015-124 was added to the formal meeting agenda.

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Smith made a motion that the City Council convene in executive session to discuss a matter involving an ongoing real estate negotiation. The motion was seconded by Council member Pritchard. 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
Lloyd C. Shelton

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 reconvene in the Council Chamber upon conclusion of the executive session.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
AUGUST 24, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 24th day of August, 2015. 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
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. RECOGNITION OF GUESTS

Council President Smith recognized numerous Boy Scouts from Troops 63 and 320 in attendance for the Citizenship in the Community and Communications merit badges.

2. CONSENT AGENDA

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

Approval of the minutes of the August 10, 2015 regular meeting of the City Council.

2015-117	Authorize the execution of a [commercial] Fire Protection and Emergency Medical Services agreement (Grill 29 Birmingham, LLC, 971 Brookwood Village)	Exhibit 1, Appendix 1
2015-118	Authorize the early redemption (without penalty) of the Series 2007 General Obligation Warrants on October 1, 2015	Exhibit 2, Appendix 2
2015-119	Establish the employees' and retirees' monthly premiums for medical insurance effective October 2015 (last updated by Resolution No. 2014-110)	Exhibit 3, Appendix 3
2015-120	Authorize the execution of a license agreement between the City and Canterbury United Methodist Church to allow the City to construct a sidewalk along Overbrook Road on Church property [subject to such modifications determined necessary with respect to the City's right of use]	Exhibit 4, Appendix 4
2015-121	Authorize the execution of an APPLE grant administration agreement with respect to the study and evaluation of the various bridges in the City	Exhibit 5, Appendix 5
2015-122 Proclamation	Proclaim the first full week of September "National Payroll Week"	Exhibit 6

2015-123	Authorize Alabama Power to install a street light on an existing pole at the southern terminus of the alley at its intersection with Hoyt Lane in Crestline Village	Exhibit 7, Appendix 6
2015-124 Motion	Authorize the City Clerk to execute the Travelers Insurance coverage binder for policy year 09/01/2015–09/01/2016	Appendix 7

Thereupon, the foregoing minutes, proclamation, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes, proclamation, resolutions, and motion were then considered by the City Council. Council President Smith seconded the motion to adopt the foregoing minutes, proclamation, resolutions, and motion. 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
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said minutes, Resolution Nos. 2015-117 through 2015-121, and 2012-123, Proclamation No. 2015-122, and Motion No. 2015-124 are adopted by a vote of 4–0 and as evidence thereof she sign the same.

3. 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 Monday, September 14, 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.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-117

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute the following Fire Protection and Emergency Medical Services agreement(s), copy(ies) of which are attached hereto:

1. Grill 29 Birmingham, LLC, 719 Shades Creek Parkway - Exhibit A

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2015-118**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the early redemption on October 1, 2015 all Series 2007 General Obligation warrants maturing on October 1, 2016 and thereafter, without premium or penalty.

APPENDIX 2**EXHIBIT 3****RESOLUTION NO. 2015-119**

WHEREAS, the City's monthly Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employees' Insurance Board (SEIB) effective October 1, 2015 are as follows:

	BCBS of Alabama
Active employee – 7.8% increase	
Single	\$427
Family	\$1,040
Retiree (without Medicare coverage) – 7.8% increase	
Single	\$881
Family	\$1,621
Family (spouse with Medicare)	\$1,316

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that (notwithstanding the provisions enumerated in Resolution No. 2014-084 adopted on July 14, 2014) the monthly medical/dental insurance premiums will be shared by the City, employees, and retirees as follows effective a) for employees with the payroll ending September 7, 2015 (payroll dated September 11, 2015) and b) October 1, 2015 for retirees:

	Monthly Premiums – BCBS of Alabama		
	Employee / Retiree	City	Total
Employee (single coverage)	\$0-	\$427	\$427
Employee (family coverage)	\$301	\$739	\$1,040
Retiree (single/no Medicare coverage)	\$150	\$731	\$881
Retiree (family/no Medicare coverage)	\$480	\$1,141	\$1,621
Retiree (family/dependent with Medicare)	\$480	\$836	\$1,316

APPENDIX 3**EXHIBIT 4****RESOLUTION NO. 2015-120**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a license agreement, in the form as attached hereto as Exhibit A-1, between the City and Canterbury United Methodist Church to allow the City to construct a sidewalk along Overbrook Road on church property.

APPENDIX 4

RESOLUTION NO. 2015-125

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Henry Lapidus is hereby reappointed as to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 25, 2018.

ADOPTED: This 14th day of September, 2015.

Council President

APPROVED: This 14th day of September, 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 September 14, 2015, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

RESOLUTION NO. 2015-126

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted by Craig Martin for an outpatient veterinary clinic/grooming facility at 2921 Cahaba Road, in accordance with the operational characteristics outlined in the letter submitted by the applicant, and subject to the following specific conditions:

1. No outdoor runs;
2. Business to be conducted wholly within the building;
3. No overnight boarding;
4. Appropriate measures be employed to minimize noise, odors, waste or other negative impacts incidental to operation of the business.

ADOPTED: This 14th day of September, 2015.

Council President

APPROVED: This 14th day of September, 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 September 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: September 14, 2015

TO: Mayor, City Council and City Manager

FROM: Dana Hazen, Director of Planning, Building & Sustainability

RE: Conditional Use – Satellite Out-patient Veterinary Office for Liberty Animal Hospital
2921 Cahaba Road (previous State Farm office)

See attached letter from the applicant regarding the proposed operational characteristics. It appears from the letter that the proposal meets the conditional use ordinance (see below) with respect to outdoor runs, overnight boarding and noise abatement.

There are a handful of unstriped parking spaces on-site (at the rear of the building) which should be sufficient for the 3 employees of the proposed veterinary office. On-street parking along Cahaba Road will be utilized by patrons, and is shared with other retail uses and Brick & Tin. Peak hours are anticipated in the early morning and late afternoon, which should be complimentary to the peak times of other uses on the same block of Cahaba Road.



The zoning ordinance requires council approval of a veterinary/grooming use as follows:

“Section 129-192. Veterinary clinics/pet grooming, provided that there be no outdoor runs, and that business be conducted wholly within a building; no overnight boarding. Conditional review and approval shall ensure that sufficient areas for loading and unloading animals be provided, that appropriate measures be employed to minimize noise, odors, waste or other negative impacts incidental to operation of the business, and that the proposed use is compatible with the surrounding commercial and residential uses.”

PROPOSED SATELLITE VETERINARY OFFICE FOR
CRAIG MARTIN DVM, BARBARA MONAGHAN DVM AND CINDY WILLIAMS DVM
(PARTNERS OF LIBERTY ANIMAL HOSPITAL PC)

Location: 2921 Cahaba Road (formerly State Farm office - Chad Anderson)

Purpose: Outpatient Veterinary Care, Pet Grooming, Pet Bathing,
Retail Sales (Food, Medications)

Hours of Operation: 7am-6pm M-F; 7am-12pm Sat

Busiest Time Period: 7am-9am, 4:30pm-6pm M-F

Employee Working at 1 time: 3

Parking: Designated Parking in Rear of Building, Shared Street parking in Front of Building

Clients will be seen on an appointment basis, but walk-ins will be welcome. Appointment slots will be available at 30 minute intervals with no double booking (emergencies excluded). 10-20 patients per day is anticipated.

No overnight boarding or hospitalization will not be done at this facility, therefore excessive noise and odor should be dramatically reduced. In rooms where pets will be hospitalized for the day, insulation will be provided for noise reduction.

Grass area behind building can be used to walk pets with immediate clean up provided.

Garbage and Waste to be bagged and sealed; small dumpster in rear of building may be needed. Waste can be transported to Liberty Animal Hospital's dumpster if needed.

PROCLAMATION NO. 2015-127

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2015, marks the two hundred twenty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

NOW, THEREFORE, I, Lawrence T. Oden, by virtue of the authority vested in me as Mayor of the City of Mountain Brook, do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

and urge all residents to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 14th day of September of the year of our Lord 2015 and of the Independence of the United States of America, the 239th.

Lawrence T. Oden, Mayor

2015-127

RESOLUTION NO. 2015-128

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 Melanie Pounds for an interior design studio at 2822 Petticoat Lane.

ADOPTED: This 14th day of September, 2015.

Council President

APPROVED: This 14th day of September, 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 September 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213-0009
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: September 9, 2015

TO: Mayor, City Council, and City Manager

FROM: Dana Hazen, City Planner

RE: 2822 Petticoat Lane, Mountain Brook Village (previous Linda Dobbins Dance)
Conditional Use – Melanie Pounds Interior Design

Melanie Pounds is seeking to relocate her interior design business from Cahaba Road to Petticoat Lane (both in MB Village). The number of employees during a peak hour is 3, and those employees will park in the employee parking on the perimeter of the village. See attached letter of operational characteristics from the applicant.



The zoning ordinance requires council approval of office/service uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

To The Board of Design;

melanie pounds

This is a Letter of Operations for Melanie Pounds Interior Design and Patina Boutique. We hope to open the second week of November and offer a full range of Interior Design and Retail Services residing at 2822 Petticoat Lane in Mountain Brook Village.

Melanie Pounds Interior Design is an ASID accredited design firm with twelve years of working experience and a full design team. We formulate preliminary plans and design concepts based on private clients' needs, goals, and requirements. We develop space plans, furniture arrangements, selections of finishes, fabrics, and hardware.

Patina Boutique concentrates on custom order and one of a kind / found Retail home goods. Our Retail Team works with local designers, individuals, and world renowned vendors. This brings the opportunity to introduce various price points and new options in gifts and home furnishings to Mountain Brook Village. We will carry small gifts for the home and accessories. Our upholstery focus is a Belgian line of case goods, beds, lightings, bedding, and upholstered furniture by Verellen. We are their first exclusive boutique. This allows the consumers to be knowledgeable about the vast number of custom options available within the line. Making it usable and versatile enough for anyone's needs and design. We hope to show all it has to offer in the larger Retail space on the corner of Canterbury and Petticoat Lane. We have teamed with Norman Johnson to get some ideas and look forward to proposing them to you all in the near future.

Sincerely,

Melanie Pounds

RESOLUTION NO. 2015-129

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the Gorrie-Regan and Associates' Attendance on Demand Order Form and related Customer Agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be recommended by the City Attorney and agreed to by the vendor; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the issuance of a purchase order for the implementation of the aforementioned Attendance on Demand service and the purchase of two (2) hand-punch time clocks (\$3,000 each) to be installed at the City's Parks and Recreation Department and The Emmet O'Neal Library and authorizes the execution of such other documents that may be determined necessary with respect to said purchases.

ADOPTED: This 14th day of September, 2015.

Council President

APPROVED: This 14th day of September, 2015.

Mayor

CERTIFICATION

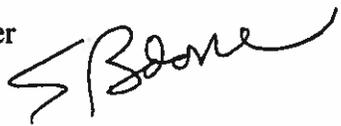
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on September 14, 2015, as same appears in the minutes or record of said meeting.

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 
Date: September 11, 2015
C: Mayor and members of the City Council
Subject: Time and attendance

Currently, time and attendance functions are decentralized at the department level for efficiencies. Following is a summary of the current systems in place:

1. Fire and Police use a database system customized for their respective departments
2. Public Works utilizes a hand-punch clock and computerized time and attendance/leave balance maintenance system purchased from Gorrie-Regan
3. Parks and Recreation utilizes a card-punch clock with manual time calculations and manual leave balance maintenance
4. Library utilizes a manual time and attendance system and spreadsheet leave balance maintenance system
5. City Hall utilizes a combination of 1) computer clocking, 2) exception-based time and attendance reporting, and 3) leave balance maintenance is generally maintained in the City's payroll database program and manually in some instances

The Fire and Police system works well for their respective departments. The Public Works system also works well. To standardize the time and attendance functions across the rest of the City, I suggest implementing Gorrie-Regan's web-based time and attendance system across all departments except Fire and Police and replacing the card-punch system at Parks and Recreation and manual system at the Library with a hand-punch clock similar to the one utilized at Public Works. I also suggest upgrading the computer-punch system utilized at City Hall with an integrated computer-punch system and require all non-exempt personnel to utilize the clocking system.

The cost of implementing the system will be \$6,000 for the purchase of two clocks, \$1,000 installation costs, \$780 annual maintenance for the two clocks and \$3/employee/month for the web-based time and attendance system (estimated to be \$350/month). Time and attendance is complicated and implementing these systems and controls will better ensure the consistent application of time and attendance and leave balance policies throughout the City.

Parking Controls | Time & Attendance | Access Control | CCTV | Monitored Security Systems

To: City of Mountain Brook
3579 East Street
Mountain Brook, AL 35243

Project Location: 3579 East Street
Mountain Brook, AL 35243

Attn: Steve Boon
Phone: 205-802-3825
E-mail: boones@mtnbrook.org

Date: 8/19/2015

Proposal for:
Move to AOD

Submitted by: Rick Shadix
Phone: (205) 423-2515
Email: rick.shadix@gorrieregan.com

Qty.	Description	Price Ea.	Ext. Price
		\$ -	\$ -
1	setup AOD, move database, train managers		
1	Webnet kit		
2	Handpunch clock	3,000.00	6,000.00
2	Maintenance for the handpunch clock	390.00	780.00

This is to setup the web based software called Attendance on Demand (AOD). We will match as many of your current parameters as possible. However, since the program is used via the web, there will not be a thick client loaded on managers computers. Manager's will use the manager self service interface which is updated from the thick client. Not all reports will remain the same so we need to review critical reports.

There is a one time setup fee of \$4,000 to cover the clock and labor. With AOD, you are billed monthly for active employees. This quote is based on 117 employees at \$3.00 per employee per month or \$351 monthly.

Since this is a hosted program, the server, server backup, server maintenance, server operating system upgrades, attendance software upgrades and software support are built into the monthly price.

This quote includes a webnet kit to convert your existing handpunch clock to "push" punches. Also included is one handpunch clock as the customer indicated a need of one to three clocks. Each clock is \$3,000.

Monthly cost for 117 employees **\$351.00**

Equipment Subtotal 6,780.00
Labor 1,000.00

One time up front cost **\$7,780.00**

Deposit Amount \$ 4,390.00

*Sales Tax, if applicable, must be included in final contract price.

Quote Acceptance

Lease or Purchase (check one): Lease Purchase

Extended Warranty Accepted Yes No

Signed: _____

Title: _____

Date: _____

Buyer PO#: _____



PO Number:
PO Date:
Monthly Billing Date:

Customer Name: City of Mountain Brook

Address: 56 Church Street

City, State, Zip: Mountain Brook, AL 35213

Preferred Customer Name for the URL*: CityofMountainBrook

*"Farmington Mfg" appears as <https://FarmingtonMfg.AttendanceonDemand.com> no special characters (%\$@&#) can be used in the URL

<u>Software Services</u>	<u>Unit Type</u>	<u>QTY</u>	<u>Per Unit Price</u>	<u>Monthly Fee</u>
<input checked="" type="checkbox"/> Basic Service	Active Employees	117	\$3.00	\$351
<input checked="" type="checkbox"/> Additional User Accounts (includes 5 user accounts)	Active User	10	0	0
<input type="checkbox"/> Online Historical Data (over 3 years) Per active and inactive employee per month per year	Active & Inactive Employee			
<input checked="" type="checkbox"/> Employee Self Service/Leave Management	Active Employees	117	0	0
<input type="checkbox"/> Kiosk	Active Employees			
<input type="checkbox"/> Coverage Budgets	Active Employees			
<input type="checkbox"/> Accruals	Active Employees			
<input type="checkbox"/> Points Incidents	Active Employees			
<input type="checkbox"/>				

⊙Charges based on highest employee & user counts for the month

<u>Non Rental Clocks/Time Recorders</u>	<u>Unit Type</u>	<u>QTY</u>	<u>Per Unit Price</u>	<u>Monthly Fee</u>
<input type="checkbox"/> Bandwidth & Computing Service Fee	Per Clock			
<input type="checkbox"/> 3 rd Party Communications (WCM)	Per Database			

<u>Hardware Rental**</u>	<u>Unit Type</u>	<u>QTY</u>	<u>Per Unit Price</u>	<u>Monthly Fee</u>
<input type="checkbox"/>	Terminal			
<input type="checkbox"/>	Terminal			
<input type="checkbox"/>	Service Center is authorized to manage Hardware relationship with AoD on Channel Partner's behalf.			

***Shipping Information Form" must be submitted with all hardware rental orders

<u>Additional Services</u>	<u>Unit Type</u>	<u>QTY</u>	<u>Per Unit Price</u>	<u>Charge</u>
<input checked="" type="checkbox"/> 7 Workgroup Levels				
<input type="checkbox"/>	Service Center is authorized to receive payment for the above Additional Services (Manager Training, Implementation, Core Training)			

Total Monthly \$351

Total Additional Services

	<u>Contact Name</u>	<u>E-mail Address</u>	<u>Phone Number</u>
Functional/Payroll Contact	Steven Boone	boones@mtnbrook.org	205-802-3825
HR Contact	Amy Stephens	stephensa@mtnbrook.org	205-802-3822
IT Contact	Steve O'Dell	odells@mtnbrook.org	205-802-3820

CUSTOMER AGREEMENT

This Agreement is effective on the date of Exhibit A, among Gorrie-Regan and Associates, Inc., an Alabama corporation located at 2927 Central Ave., Birmingham, AL 35209 ("GORRIE"), Attendance on Demand, Inc., a Michigan corporation located at 23206 Commerce Drive, #100, Farmington Hills, MI 48335 ("AOD") and the Employer listed on Exhibit A ("Customer"). Collectively, GORRIE, AOD and Customer are referred to as the "Parties".

- A. GORRIE sells access to Attendance on Demand, a time and attendance solution which includes online training, job aids and Customer account and billing information, all of which are available at AOD's World Wide Web site ("Web site"). Collectively, GORRIE and AOD are referred to as "Service Providers"; and
- B. Customer, an employer, desires to use/access the services of the Web site

THEREFORE, in consideration of the mutual promises in this Agreement, other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, Service Providers and Customer agree as follows:

I. SERVICE PROVIDERS' RESPONSIBILITIES

- A. Services and Documents. The various Time & Attendance functions and Human Relations Department functions selected by Customer are set forth on Exhibit A and, based on Customer's data, shall be provided to Customer ("Web Site Services") in accordance with this Agreement.
- B. Duties. Service Providers shall perform all reasonably necessary steps to provide Customer with the Web Site Services ("WSS") during the term of this Agreement.
- C. Service Level Guarantee. If Customer is unable to access the Web site for more than fifteen (15) consecutive minutes during any twenty-four (24) hour period for reasons caused by AOD and Customer reports such outage to Service Providers within three (3) days after the outage, Service Providers shall credit Customer 1/30th of the monthly fee for the WSS. Only one credit will be given for outages occurring during any twenty-four (24) hour period. This Guarantee shall not apply in the event of Force Majeure (as described below), scheduled maintenance periods, or if Customer's account is not in good standing at the time of the outage.
- D. Limitations of Service.
1. Service Providers do not guarantee that Customer will be able to access the WSS at any particular time or during scheduled maintenance periods.
 2. Customer's use of the WSS and Internet are at Customer's sole risk; Service Providers assume no responsibility for Customer's utilization of the Web site or the WSS.
 3. Compliance with all applicable international, national, state and local law and regulation is the sole responsibility of Customer.
 4. Service Providers do not guarantee the security of Customer's utilization of the Web site or the WSS. Although AOD has implemented state-of-the-art security features to protect the Customer's database, it does not warrant secure operation of the Web site or the WSS or that it will be able to prevent third party disruptions.
 5. Customer acknowledges that anyone who has access to Customer's user identification and password can gain access to the Web site and WSS and agrees that it will maintain security practices standard to the industry in which it is engaged to protect access to the Web site and the WSS.
 6. Service Providers do not guarantee that there will be no transmission errors, disclosures, erasures, corruptions or security-breaches of data forwarded to the Web site or the data returned to the Customer.
- E. Limit on Service Providers' Financial Responsibility. Service Providers shall not be liable for the loss of or inaccuracies contained in data or interruption of service or breaches in security of data for any losses resulting from these events unless such events have been caused by Service Providers' gross negligence or willful misconduct. In no event shall AOD or GORRIE be responsible for any indirect, special, punitive, incidental or consequential damages, whether arising in contract or tort or from the negligence of AOD, even if AOD and/or GORRIE had been advised of the possibility that such damages could result from the occurrence of these events. In no event shall GORRIE or AOD be responsible for any indirect, special, punitive, incidental or consequential damages, whether arising in contract or tort or from the negligence of GORRIE, even if GORRIE and/or AOD had been advised of the possibility that such damages could result from the occurrence of these events. If, for whatever reason, AOD is unable to generate a particular payroll for Customer, Customer agrees that, as the fallback procedure, Customer shall repeat its most recent payroll.
- F. Agent. AOD has appointed GORRIE as its authorized agent to sell WSS to the public, to provide Customer with contact and bank information, to specify product options, to train Customer regarding how to properly utilize the Web site and to provide service and support to Customer as necessary. Customer shall pay for any and all charges in connection with the Agent's services. Subsequent to Customer obtaining initial access to the WSS, GORRIE shall make the following services available to the Customer at the rate schedule found in Exhibit A: (i) training, integration, technical support and related services required by Customer after obtaining initial access to the WSS; and (ii) lease of time clocks and software to Customer.

II. FEES

- A. Compensation. Customer agrees to pay to GORRIE the WSS Fees specified on Exhibit A (and found on the Web site after the installation of the WSS at Customer's site) along with any other charges payable by Customer. Such amounts

are due monthly in advance on or before the first (1st) day of each month during the term of this Agreement. Customer's payment shall be made available to GORRIE through wire transfer from Customer's bank account to GORRIE's bank account and in United States dollars. The fees and any additional charges payable under this Agreement are exclusive of any and all taxes, interest and penalties imposed thereon.

- B. Late Payment. If any EFT transaction is refused or rejected, the Customer will be notified of same immediately by e-mail. GORRIE will retry the transaction once each day for the next five (5) business days and assess a \$35.00 per day late fee for each day that EFT transaction fails. If payment is not received within five (5) business days, the Customer's access to the Web site shall be terminated.
- C. Taxes. Customer shall be responsible for payment of all taxes, duties, levies and any other fees incurred as a result of this Agreement, except for taxes on GORRIE's net income. Charges specified herein are exclusive of any such taxes, levies or fees.

III. TERM AND TERMINATION

- A. Term. This Agreement shall commence on the date specified in Exhibit A and terminate on the second anniversary of the Commencement Date ("Initial Term").
- B. Renewal. At the end of the Initial Term, this Agreement will automatically renew on the first day of each consecutive calendar month thereafter unless one Party gives the other Parties written notice of its intent to terminate this Agreement. This Agreement shall not renew if the Party desiring termination gives notice to the other Parties ninety (90) days prior to the expiration of the Initial Term.
- C. Termination for Cause. Except as provided in Section II.B. of this Agreement, any Party shall have the right to terminate this Agreement for material breach upon written notice describing the material breach and the date of the material breach. The breaching party will have thirty (30) days from receipt of notice to cure the material breach. If such breach is not cured, then the non-breaching party may immediately terminate this Agreement in writing.
- D. Effect of Termination. On the date of termination, Customer shall pay all of its obligations through date of termination.

IV. AOD'S WARRANTIES

- A. Web Site Location. AOD represents and warrants that the Web Site is located at a secure hosting facility and that AOD will maintain this system for the term of this Agreement. This representation and warranty shall not apply when Customer cannot access the Web Site through no fault of AOD.
- B. AOD Services Warranty. AOD warrants that it will use reasonable care and skill to perform the WSS. **AOD MAKES NO OTHER WARRANTY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR-FREE.**
- C. GORRIE Services Warranty. GORRIE warrants that it will use reasonable care and skill to perform its services. **GORRIE MAKES NO OTHER WARRANTY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR-FREE.**

V. LIMITATIONS OF DAMAGES

Customer agrees that the WSS are provided "AS IS" and on an "AS AVAILABLE" basis.

- A. AOD'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT IS LIMITED TO THE WARRANTY AND SERVICE LEVEL GUARANTEE SET FORTH IN SECTIONS 1 AND 4 ABOVE. IN NO EVENT SHALL AOD OR ANY OTHER PARTY INVOLVED IN PROVIDING SERVICES UNDER THIS AGREEMENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE SERVICES, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF AOD, EVEN IF AOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AOD DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OR THE INFORMATION TRANSMITTED THROUGH ITS SYSTEM. AOD MAKES NO WARRANTY REGARDING ANY PAYROLL OR HUMAN RELATIONS DEPARTMENT FUNCTIONS GENERATED THROUGH THE WEB SITE, AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH PAYROLLS ARE GENERATED ENTIRELY AT CUSTOMER'S OWN RISK. THE FOREGOING DISCLAIMER SHALL APPLY UNLESS OTHERWISE PROHIBITED BY LAW.
- B. Other Disclaimers. AOD does not warrant uninterrupted or error-free operation of any WSS or that AOD will correct all defects. In addition, AOD does not make any warranty as to the capacity or performance of the WSS.
- C. Force Majeure. AOD will not be liable for delays, damages, or failures in performance due to events of force majeure (causes beyond its reasonable control), including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services, the severing of off-site communication lines by a third party, or other events of force majeure.
- D. Indemnification. Customer agrees to indemnify and hold harmless AOD and

GORRIE from all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred, arising out of or related to the Customer's breach of any of the promises, representations or warranties contained in this Agreement.

- E. Limitation of Remedies. Neither AOD or GORRIE shall not be liable to Customer for any special, punitive, incidental, or consequential damages, whether the claim is in contract, tort (including negligence), or otherwise, and whether or not either AOD or GORRIE has been advised of the possibility of such damage.

VI. CUSTOMER'S RESPONSIBILITIES

- A. In General. In addition to Customer's obligations specified elsewhere in this Agreement, Customer shall be solely responsible for

1. Selection of services, including the WSS, to achieve Customer's intended result and determining whether the Web site will meet Customer's performance needs.
2. The accuracy and content of any information provided by Customer to AOD and to fully cooperate with Service Providers.
3. Any loss of data, programs, breaches of security, viruses, and disabling or harmful devices that Customer may download or otherwise experience as a result of Customer's use of the WSS.
4. Using the WSS in a manner consistent with any and all applicable international, federal, state and local laws and regulations.
5. Obtaining the maintenance, training, service and support necessary from Agent to utilize the Web site properly.
6. Having properly functioning Internet Explorer software and an internet connection with sufficient speed and available bandwidth to support payroll and supervisory activities.
7. Performing no act which would prevent Customer's equipment from communicating with AOD.
8. Returning leased equipment in the same condition the equipment was in when it was leased, reasonable wear and tear excepted. In addition, Customer shall be responsible for replacement of leased equipment that is damaged, lost or stolen.

- B. Services Support. Customer performance of the responsibilities identified in sub-section A above shall be at its sole cost. Service Providers' obligations under this Agreement are contingent on Customer performing the responsibilities identified in sub-section A above.

- C. Information. All information provided to Service Providers shall be complete and accurate; if any Customer information changes or is supplemented after the execution of this Agreement, Customer agrees to provide the changes in or supplements to GORRIE within fifteen (15) days, if any additional Customer information is required by Service Providers, Customer agrees to provide such information within fifteen (15) days after the request for same.

- D. SERVICE PROVIDERS RECOMMEND THAT THE DATA THAT THE CUSTOMER GIVES TO SERVICE PROVIDERS NOT INCLUDE EMPLOYEE SOCIAL SECURITY NUMBERS OR CREDIT CARD NUMBERS ("PERSONAL DATA"). CUSTOMER AGREES THAT IF PERSONAL DATA IS INCLUDED IN THE DATA GIVEN TO SERVICE PROVIDERS, IT SHALL BE DISCLOSED AT THE CUSTOMER'S SOLE RISK. IF THE PERSONAL DATA IS COMPROMISED IN SUCH A WAY THAT ONE OR MORE EMPLOYEES ARE INJURED, THE CUSTOMER AGREES THAT IT SHALL INDEMNIFY SERVICE PROVIDERS FOR ANY AND ALL DAMAGES THEY SUFFER, INCLUDING REASONABLE ATTORNEY FEES AND LEGAL COSTS, AS A RESULT OF THE PERSONAL DATA BEING COMPROMISED.

- VII. OWNERSHIP OF CODE, CUSTOMER INFORMATION AND PATENTS. The Parties acknowledge and agree that AOD has previously developed source and object code for purposes of creating an operational Web site (collectively, the "Source Code"); that the Source Code is owned exclusively by AOD; and that the Parties have no intention to convey any rights or licenses of the Source Code to Customer based upon this Agreement. Furthermore, there is no agreement for AOD to provide a license or sublicense to Customer for any software. All materials, documentation, computer programs, inventions (whether or not patentable) pictures, audio, video, artistic works, and all works of authorship, including all worldwide rights in them under patent, copyright, trade secret, or other property right, created or developed by AOD while providing services (collectively, "Work Product") is owned by AOD. Work Product shall not include Customer's Confidential Information (defined below). Customer shall not use in any manner any patents, trademarks, imprints, or service marks ("Marks") relating to software or hardware purchased hereunder. Further, Customer shall not, under any circumstances, acquire any property interest in any Marks or in any goodwill associated therewith. Customer shall do nothing to infringe, impeach or lessen the validity of the Marks. Customer agrees to protect, defend, indemnify and save AOD harmless from any and all expenses, attorneys' fees, claims, demands, or causes of action arising out of any claim of patent infringement arising out of the Customer's improper use of the Marks.

- VIII. CONFIDENTIAL INFORMATION. AOD shall use reasonable care and discretion, to prevent disclosure, publication, or dissemination of Customer's Confidential Information (defined below) to anyone other than GORRIE, and shall not use, reproduce, distribute, disclose, or otherwise disseminate the Customer's Confidential Information, except, as necessary, to GORRIE, in connection with the performance of its obligations under this Agreement. All CUSTOMER's time and attendance data will remain property of AOD. It is the CUSTOMER'S responsibility

to update records relating to its time and attendance account. Neither AOD nor GORRIE is or will be the CUSTOMER's official record keeper. GORRIE acknowledges that during the term of this Agreement, Customer may disclose to GORRIE confidential and proprietary information concerning Customer's business and operations. GORRIE agrees that it will not use, reproduce, distribute, disclose, or otherwise disseminate such confidential and proprietary information during the term of this Agreement or any time thereafter without the express written consent of Customer, except as is necessary to effectuate the terms of this Agreement. The foregoing provisions shall not apply to: (1) any information known to AOD or GORRIE or any of their employees, officers or shareholders prior to the execution of this Agreement; (2) any information which is or becomes generally available to the industry or the public through no breach of this Agreement; or (3) any information disclosed to AOD or GORRIE or any of its employees, officers or shareholders by a source (other than Customer) which is legally entitled to disclose such information. As used in this Agreement, "Customer's Confidential Information" means any and all data and information relating to the business and employees of the Customer of which AOD becomes aware as a consequence of, or through, this Agreement.

IX. INDEMNIFICATION FOR THIRD PARTY CLAIMS

- A. Indemnification by AOD. If a third party claims or threatens a claim that the material AOD uses in connection with providing services to Customer infringe on that party's patent, trademark, copyright or trade secret, then AOD will indemnify, defend and hold harmless the Customer and its respective employees, officers, agents and directors against such claim or threatened claim at AOD's expense and will pay all costs, damages and reasonable attorney's fees that a court of competent jurisdiction awards in connection with that claim (or which AOD agrees is a final settlement) provided that Customer: (1) promptly notifies AOD of the claim or threatened claim; (2) permits AOD to control and cooperates with AOD in the defense of any claim or related settlement negotiations; and (3) obtains the consent of AOD prior to incurring any cost, damage or attorney fee for which it will seek reimbursement from AOD.

- B. Indemnification by Customer. If a third party claims or threatens a claim that in using the Web site the Customer has violated a federal, state or local regulation or law or Customer has infringed on third party's patent or copyright, then Customer will indemnify, defend and hold harmless AOD and its respective employees, officers, agents and directors against such claim or threatened claim at Customer's expense and will pay all costs, damages and reasonable attorney's fees that a court of competent jurisdiction awards in connection with that claim (or which Customer agrees is a final settlement) provided that AOD: (1) promptly notifies Customer of the claim or threatened claim; (2) permits Customer to control and cooperates with Customer in the defense of any claim and related settlement negotiations; and (3) obtains the consent of Customer prior to incurring any cost, damage or attorney fee for which it will seek reimbursement from Customer, which consent shall not be unreasonably withheld.

- X. LIMITATION OF LIABILITY. Circumstances may arise where, because of a default by AOD, Customer is entitled to recover damages from AOD. Regardless of the basis on which Customer is entitled to claim damages from AOD, whether under contract law, tort law or equity, AOD shall be liable for payment of the lesser of (1) the amount of any actual direct damage; or (2) \$10,000. Circumstances may arise where, because of a default by GORRIE, Customer is entitled to recover damages from GORRIE. Regardless of the basis on which Customer is entitled to claim damages from GORRIE, whether under contract law, tort law or equity, GORRIE shall be liable for payment of the lesser of (1) the amount of any actual direct damage; or (2) \$10,000.

XI. MISCELLANEOUS

- A. Amendment. This Agreement may be modified only by written Agreement signed by all the Parties that expressly sets forth their intent to modify this Agreement.

- B. Applicable Law, Jurisdiction and Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without reference to its conflicts of law provisions. Any dispute which may arise between the parties concerning this Agreement shall be determined by the courts of the State of Michigan and the parties hereby submit to the exclusive jurisdiction of the courts of the State of Michigan for such purpose. Should any Party reasonably retain counsel for the purpose of preserving, determining, enforcing, or preventing the breach of any rights under this Agreement through judicial remedy the prevailing Party (whether at trial or on appeal) shall be entitled to be reimbursed by the losing Party for all costs and expenses incurred thereby, including, but not limited to, all attorney fees and costs actually incurred for the services rendered to the prevailing Party. Further, the prevailing Party shall be entitled to additional awards of attorney fees for services reasonably rendered in aid of enforcing the judgment or award or in collecting any monies awarded.

- C. Assignment, Successors and Parties in Interest. Except as otherwise provided within this Agreement, Customer may not transfer or assign this Agreement or any rights under it without the prior written consent of AOD, which shall not be unreasonably withheld, denied or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and permissible assigns. Nothing in this Agreement shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

- D. Captions, Headings, Construction, Presumption. The headings and captions in this

Agreement are included as a matter of convenience and shall not be construed as a substantive part of this Agreement. All pronouns and any variations of them shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require in the context of the Agreement. No provision of this Agreement is to be interpreted for or against any Party because that Party or its legal representative drafted the provision.

- E. Computation of Time, Delay and Time of the Essence. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday. In that case, the period will begin to run on the next day that is not a Saturday, Sunday, or legal holiday, and the period shall run until the end of the next day thereafter that is not a Saturday, Sunday, or legal holiday. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative. With regard to the Parties' performance of their obligations under this Agreement, time is expressly made of the essence.
- F. Counterparts and Facsimile Signatures. This document may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, even though all the Parties are not signatories to the original or the same counterpart. A facsimile signature shall be deemed an original.
- G. Exhibits, Further Action. The Exhibits referred to in this Agreement shall be incorporated by this reference into this Agreement whether or not they are attached.
- H. General Understandings, Good Faith, Cooperation, and Due Diligence. Each Party represents that, in entering into this Agreement, (1) each Party has read and understands this Agreement, and is relying on the advice of the Party's own legal counsel; (2) this Agreement is being made without reliance upon any statement or representation not contained or referenced in this Agreement; and (3) no promise, inducement, or agreement not expressed in this Agreement has been made to any of the Parties. Each Party covenants, warrants, and represents to each other Party that he will act in good faith, act with due diligence, and provide his complete cooperation in carrying out the purposes and intent of this Agreement. Said promises and covenants are mutual and dependent.

- I. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 72 hours after mailing as registered or certified mail, postage prepaid, directed to the a Party at the address set forth in Exhibit A or in the opening Paragraph of this Agreement or such other address as a Party may indicate by written notice to the other Parties.
- J. Authority. Each of the Parties represents and warrants to the other that it has the full right, power, and authority to enter into this Agreement and to perform all of its obligations in accordance with its provisions; and that neither the execution nor the delivery of this Agreement by it, nor the performance of any of its obligations under this Agreement, will result in the breach or violation of any provision (or constitute a default) under any indenture, contract, or other agreement or instrument to which it is a party or under which it has any rights or obligations.
- K. Savings Clause and Survival. If any provision of this Agreement or its application is held to be invalid, void, or illegal, that provision shall be severed and the remainder of this Agreement shall not be affected. Such a finding shall in no way affect, impair, or invalidate any other provision of this Agreement, which shall remain in full force and effect. The covenants and agreements contained in Section II, III.D, V, VII, VIII, IX, X and XI of this Agreement shall survive the termination (for any reason) or breach of this Agreement.
- L. Waiver. The waiver by either Party of the breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.
- M. Entire Agreement. This Agreement contains the entire understanding between the Parties pertaining to the subject matter of this Agreement and supersedes and replaces all prior or existing written and oral agreements, including contemporaneous agreements, between the Parties and/or their representatives pertaining to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the day and year indicated.

Gorrie-Regan and Associates, Inc.
 By _____
 For itself and on behalf of AOD
 Printed Name _____
 Its _____
 Date _____

Customer _____
 By _____
 Printed Name _____
 Its _____
 Date _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
GORRIE-REGAN AND ASSOCIATES, INC.
DATED SEPTEMBER 14, 2015**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Gorrie-Regan and Associates, Inc. (“the Contractor”) dated September 14, 2015.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. ***Definitions.*** For purposes of this Addendum, the terms below have the following meanings:
 - A. ***“The City”*** refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. ***“The (this) Agreement”*** refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. ***“The Contractor”*** refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. ***Arbitration; Mediation; Alternate Dispute Resolution.*** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. ***Attorney’s Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 14th day of September, 2015.

Gorrie-Regan and Associates, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2015-130

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to a traffic study at the intersection of Old Leeds Road at Crosshill Road to examine intersection turning movement traffic count during the morning peak hour and to determine the impacts of implementing a protected left turn arrow at the intersection.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

ADOPTED: This 14th day of September, 2015.

Council President

APPROVED: This 14th day of September, 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 September 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk

Old Leeds Road at Crosshill Road

Skipper Consulting, Inc. performed observations of the traffic signal operation at the intersection of Old Leeds Road at Crosshill Road on Wednesday, August 19 and Thursday, August 20, 2015. Observations were conducted from 7:15 to 8:05 a.m. and 2:40 to 3:30 p.m. specifically, the observations were conducted to determine the potential need and benefit for modification of the traffic signal to allow for a protected green arrow for traffic turning left from Old Leeds Road southwest-bound onto Crosshill Road. The potential need for the addition of this protected left turn indication was evaluated based on the evaluation of two factors:

1. The delay experienced by vehicles turning left from Old Leeds Road onto Crosshill Road; and
2. The delay experienced by other drivers due to being stopped by a vehicle turning left from Old Leeds Road onto Crosshill Road.

In order to evaluate the delays described above, every queue was observed and four items of information recorded: 1) the time, 2) the total number of vehicles in the queue, 3) the number of left-turning vehicles in the queue, and 4) a subjective analysis of the delays as described above.

Queues are formed on Old Leeds Road southwest-bound due to two sources:

1. When the traffic signal gives a red indication when serving vehicles on Crosshill Road; and
2. When a vehicle is waiting to make a left turn from Old Leeds Road onto Crosshill Road.

Morning Peak Period Observations

During the morning observations, 50 queues were observed. Of these 50 queues, 15 queues were noted as having some level of delay associated with them. The following is a distribution of the subjective analysis of the delay experienced/caused by left turning vehicles:

No Delay	35
Little Delay	6
Some Delay	1
Moderate Delay	5
Severe Delay	3

Afternoon Peak Period Observations

During the afternoon observations, 27 queues were observed. Of these 27 queues, 3 queues were noted as having some level of delay associated with them. The following is a distribution of the subjective analysis of the delay experienced/caused by left turning vehicles:

No Delay	24
Little Delay	2
Some Delay	1
Moderate Delay	0
Heavy Delay	0

Findings and Recommendations

Based on the observations conducted and documented in this report, the following recommendations are offered to the City of Mountain Brook:

1. It appears that some benefit may be gained by modification of the traffic signal to allow a short protected green arrow for traffic turning left from Old Leeds Road southwest-bound onto Crosshill Road during the morning peak period of traffic flow only.
2. It does not appear that there would be any significant benefit gained by a protected green arrow at any other times of the day.
3. It is unclear if the addition of the protected green arrow during the morning peak period would have an adverse impact to traffic on other approaches to the intersection. A detailed traffic study should be performed.
4. The existing traffic signal is capable of being modified to accommodate the protected green arrow.
5. The existing traffic signal controller is capable of being programmed to only serve the protected green arrow at certain times of the day. If this were implemented, consideration should be given to installation of a special sign notifying motorists that the green arrow will come on only during these certain times of the day.
6. A generalized cost estimate to move forward with the project at this point is as follows:

Traffic Study	\$ 1,500
Traffic Signal Design	\$ 2,500
Special Controller Programming	\$ 1,000
Traffic Signal Construction	<u>\$ 7,500</u>
	\$12,500

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the **City of Mountain Brook, Alabama ("Client")**, doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic signal modification design for the intersection of Old Leeds Road at Crosshill Road (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) of **\$5,000.00.**

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: _____

By: Darrell B. Skipper /s/

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 8/20/15

EXHIBIT "A"
SCOPE OF WORK

Traffic Study

The Consultant shall perform a traffic study for the intersection of Old Leeds Road at Crosshill Road. The study shall include conducting an intersection turning movement traffic count during the morning peak hour period. Analyses shall be performed to determine the traffic impacts of implementing a protected left turn arrow for the left turn from Old Leeds onto Crosshill Road. The results of the study will be delivered to the City in a memorandum.

Traffic Signal Design

The Consultant shall prepare a traffic signal modification design for the intersection of Old Leeds Road at Crosshill Road. The scope of the modifications shall include modifications to the controller cabinet and signal displays to allow for the modification of the phasing scheme of the controller.

The following specific items are included in the scope of work:

- Prepare construction plans
- Prepare a cost estimate for construction
- Consult with a single contractor to determine if the proposed work will exceed \$50,000
- If the project will be under \$50,000, provide assistance and coordination necessary for the City to enter into an agreement for construction for the signal modifications
- If the project will be over \$50,000, work with the City to advertise for bids, evaluate bids, award a bid, and contract with the selected contractor
- Coordinate contractor work activities and inspect operation of the signal modifications

Special Controller Programming

The Consultant will program the new controller and fine-tune the programming based on field observations. The intention is that special programming will be used to allow the protected only arrow to operate only during certain times of the day.

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of final plans for construction, within a period of four (4) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

Meetings

The Consultant shall attend as many meetings with the City of Mountain Brook as required to successfully complete the project.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (OLD LEEDS ROAD AT CROSSHILL ROAD)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (“the/this Addendum”) between the City of Mountain Brook, Alabama (“the City”) and Skipper Consulting, Inc. (“the Contractor”) is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the “Agreement”) concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. *Definitions.* For purposes of this Addendum, the terms below have the following meanings:

- A. *“The City”* refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the “Client.”
- B. *“The (this) Agreement”* refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. *“The Contractor”* refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the “Consultant.”

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. *Attorney's Fees; Court Costs; Litigation Expenses.* The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. *Late Payment Charges; Fees; Interest.* The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. *Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.* The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. *Choice of Law; Choice of Venue or Forum.* The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. *Construction of Addendum.* Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. *Independent Contractor.* Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. *Contractor's Insurance Requirements:* For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

.1 **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

property damage with a combined single limit of not less than \$500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By: _____

By: Darrell B. Skipper /s/

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 9/20/15

ORDINANCE NO. 1938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK,
ALABAMA, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2014 and ending September 30, 2016:

	General Operations (100)	Park Board (115)	Library Board (70X)	Capital Projects (417/428/441)	Other Governmental (5XX/600)	All Other (132/14X/153)
Funds Available:						
Revenues:						
Taxes	\$ 29,472,000	\$ 0	\$ 0	\$ 0	\$ 391,300	\$ 0
Licenses and permits	4,588,700	0	0	0	0	0
Intergovernmental	0	49,500	0	0	0	46,214
Charges for services	549,100	81,200	9,000	0	388,000	130,948
Fines and forfeitures	515,000	0	58,000	0	192,100	0
Grants	0	0	11,138	1,043,000	0	0
Investment Earnings	96,000	500	270	29,200	4,440	8,200
Miscellaneous	264,000	3,000	1,500	25,000	175,000	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	0	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	3,735,342	990,923	0
Park Board	0	0	0	147,000	0	0
Library Board	0	0	0	102,000	0	0
Other (14X/153)	38,517	0	0	0	0	0
E-911	0	0	0	0	0	0
Operating transfers in-component unit	0	0	25,000	0	0	0
Donations	0	0	81,400	0	0	0
(Surplus) deficit	(726,554)	0	15,990	5,067,361	3,509,866	(33,199)
Total Fund Available	\$ 34,796,763	\$ 134,200	\$ 202,298	\$ 10,148,903	\$ 5,651,629	\$ 152,163
Expenditures:						
Legislation and management	\$ 1,595,345	\$ 0	\$ 0	\$ 1,215,000	\$ 0	\$ 0
Planning, Building & Sustainability	365,714	0	0	9,000	0	0
Intergovernmental	860,874	0	0	0	0	0
Unassigned benefits	754,000	0	0	0	0	0
Finance	1,296,629	0	0	132,520	269,193	0
Fire	7,098,188	0	0	1,252,950	0	0
Inspection Services	430,945	0	0	72,000	0	0
Police	7,169,593	0	0	773,683	435,185	0
Street and Sanitation	6,561,402	0	0	5,953,959	1,200,610	0
Parks and Recreation	0	1,131,602	0	373,150	0	138,646
Library	0	0	3,160,345	75,000	0	0
Debt service payments	0	0	0	0	3,746,641	0
Operating transfers-out:						
General Fund	0	0	0	0	0	38,517
Capital Projects	3,984,342	0	0	0	0	0
Special Revenue	399,282	0	0	0	0	0
Debt Service (Other)	300,000	0	0	291,641	0	0
Other funds (Other)	25,000	0	0	0	0	(25,000)
Park Board	997,402	(997,402)	0	0	0	0
Library Board	2,958,047	0	(2,958,047)	0	0	0
Total Expenditures	\$ 34,796,763	\$ 134,200	\$ 202,298	\$ 10,148,903	\$ 5,651,629	\$ 152,163

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

ADOPTED: The 14th of September, 2015.

Council President

APPROVED: The 14th of September, 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 an ordinance adopted by the City Council of the City of Mountain Brook at its meeting held on September 14, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereon on September 15, 2015, at the following public places as required by law.

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

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk

Mountain Brook City Government

Mission Statement

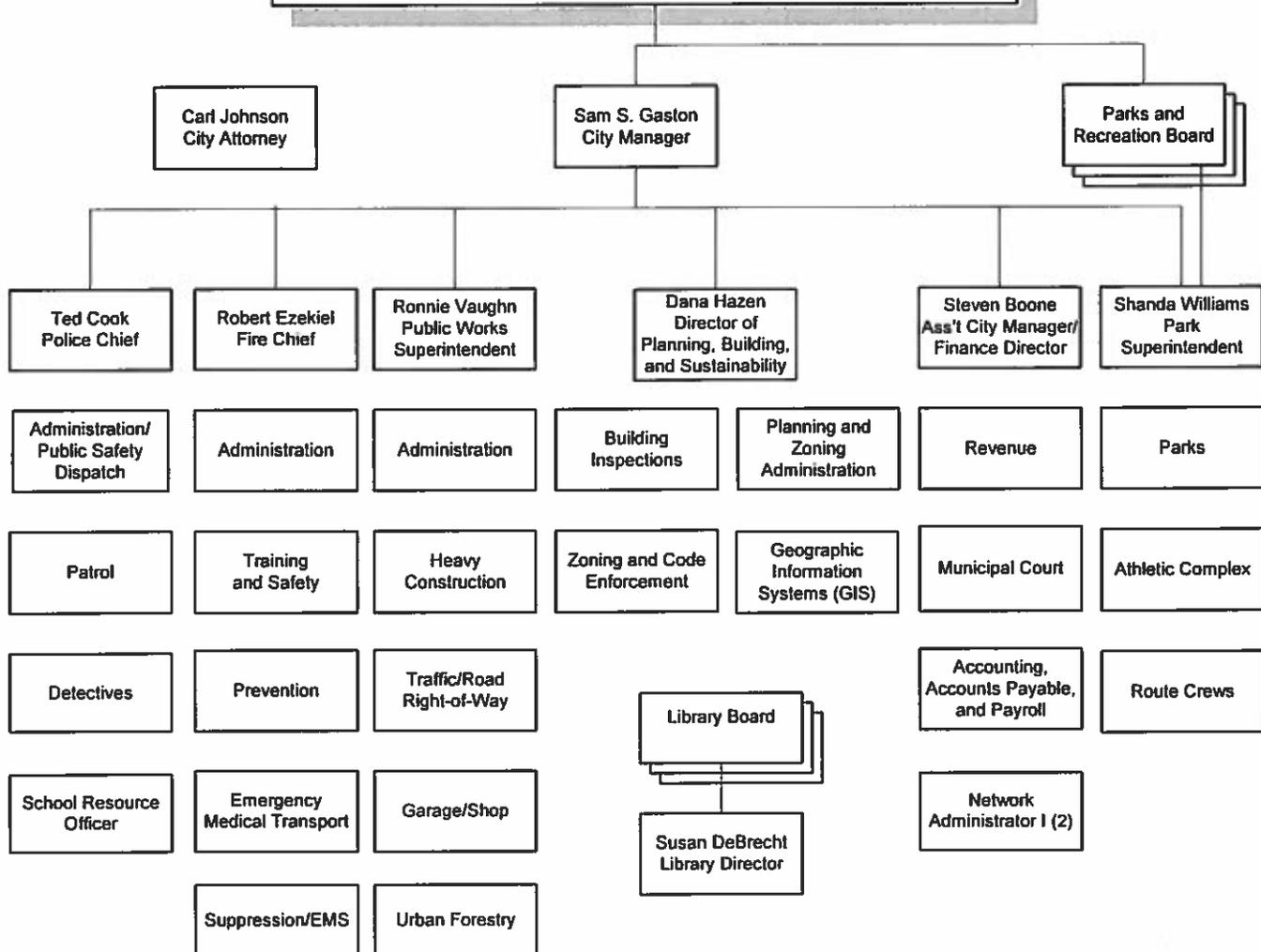
A professional organization committed to teamwork and excellence which promotes full participation in enhancing the quality of life for its residents.

Values

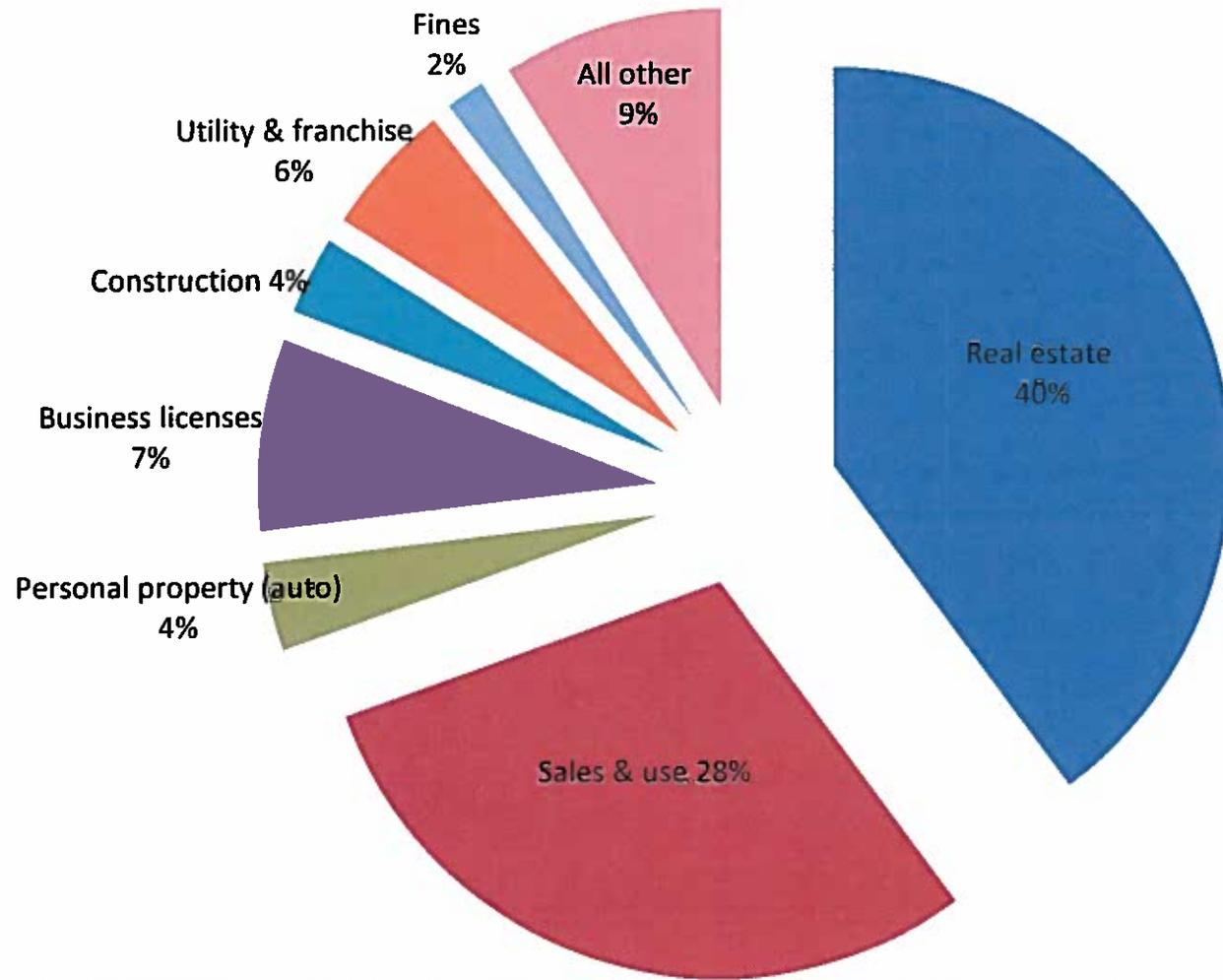
- Integrity
- Safety
- Education
- Community
- Stewardship
- Beauty

**The City of Mountain Brook, Alabama
Mayor and City Council
(2014 - 2016)**

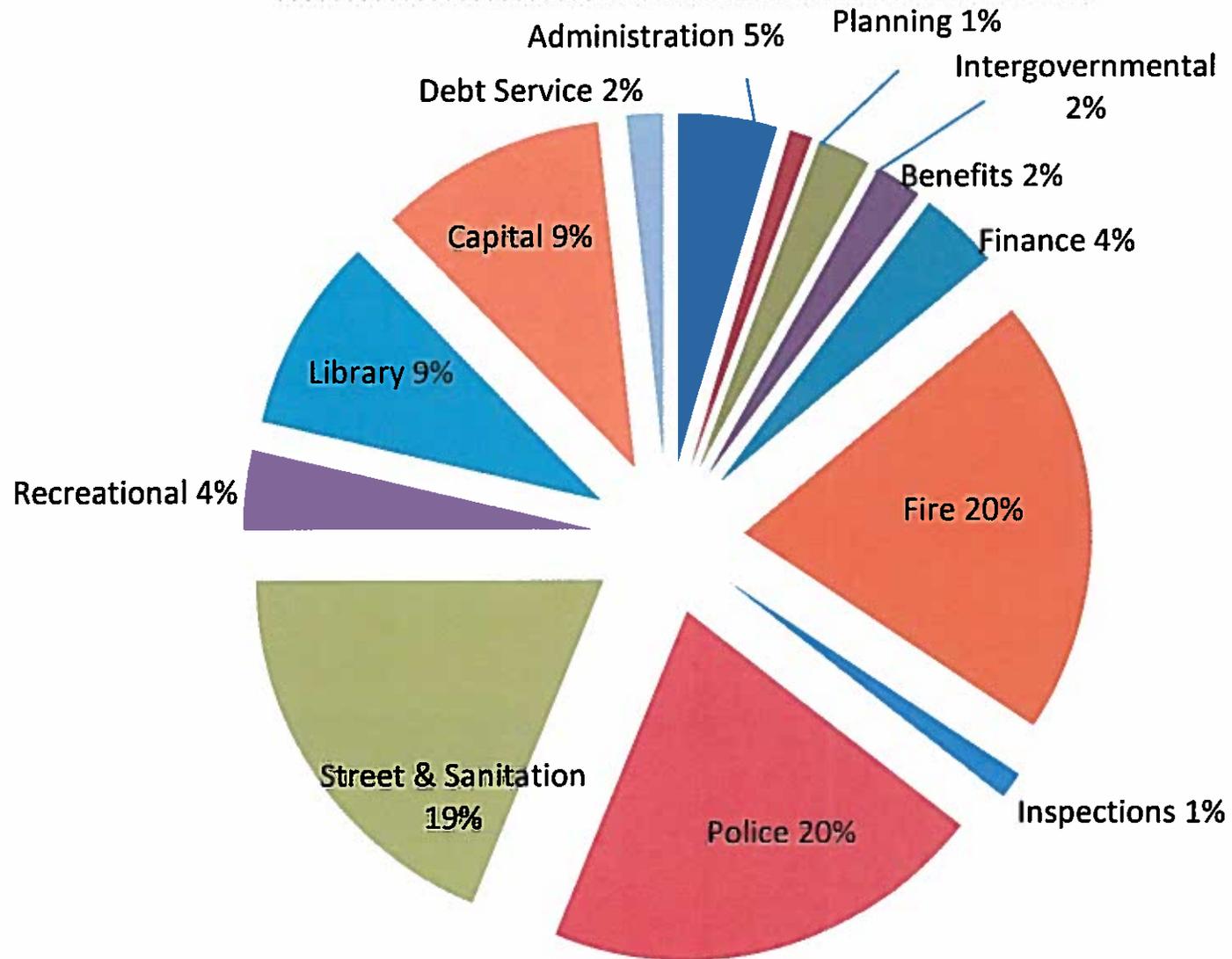
Lawrence T. Oden, Mayor (2016)
 Virginia C. Smith, President - Place 4 (2016)
 William S. (Billy) Pritchard, III, President Pro Tempore - Place 3 (2018)
 Jack D. Carl - Place 2 (2016)
 Lloyd C. Shelton - Place 5 (2018)
 Alice B. Womack - Place 1 (2018)



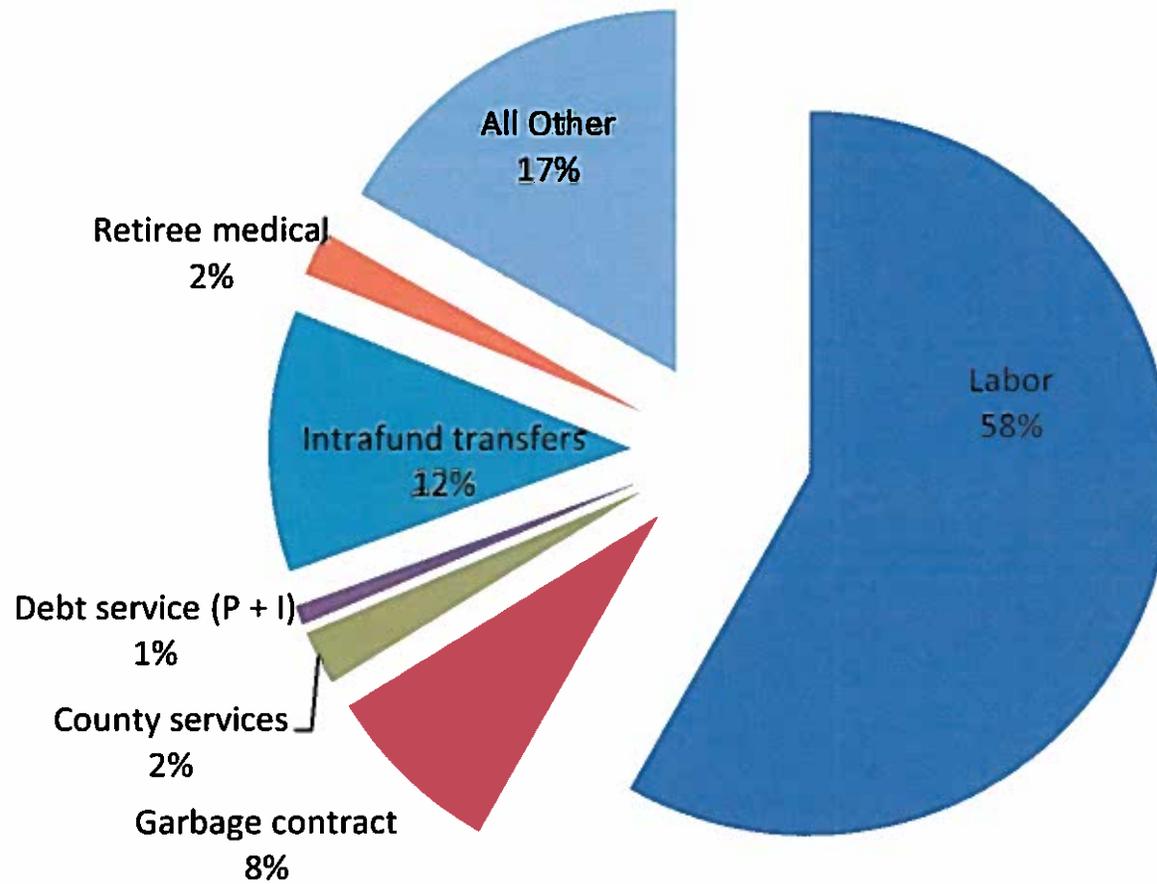
2016 General Fund Revenue Budget



2016 General Fund Expense Budget



2016 General Fund Expense Budget



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

	2016						
	General Fund 1XX, 7XX	Capital Projects 4XX	Debt Service 6XX	Other Governmental Funds 5XX	Total Budget 2016	Total Governmental Funds Budget 2015	Actual 2014
Revenues:							
Taxes	\$ 29,472,000	\$ 0	\$ 0	\$ 391,300	\$ 29,863,300	\$ 28,113,600	\$ 28,234,123
Licenses and permits	4,588,700	0	0	0	4,588,700	4,473,300	4,526,419
Intergovernmental	95,714	0	0	0	95,714	96,333	85,443
Charges for services	770,248	0	0	388,000	1,158,248	1,058,266	1,160,851
Fines and forfeitures	573,000	0	0	192,100	765,100	747,300	763,687
Grants	11,138	1,043,000	0	0	1,054,138	667,166	958,126
Investment Earnings	104,970	29,200	1,000	3,440	138,610	220,375	335,897
Miscellaneous	268,500	25,000	0	175,000	468,500	495,500	454,794
Total Revenues	35,884,270	1,097,200	1,000	1,149,840	38,132,310	35,871,840	36,519,340
Expenditures:							
General government	4,872,562	1,356,520	800	268,393	6,498,275	4,738,563	5,549,720
Public safety	14,698,726	2,098,633	0	435,185	17,232,544	16,486,452	14,713,537
Street & sanitation	6,561,402	5,953,959	0	1,200,610	13,715,971	12,840,255	8,606,243
Recreational	1,270,248	373,150	0	0	1,643,398	1,678,256	1,500,465
Library	3,160,345	75,000	0	0	3,235,345	3,200,708	2,915,726
Debt service	0	0	3,746,641	0	3,746,641	357,350	360,391
Total Expenditures	30,563,283	9,857,262	3,747,441	1,904,188	46,072,174	39,301,584	33,646,082
Excess (deficiency) of revenues over expenditures	5,320,987	(8,760,062)	(3,746,441)	(754,348)	(7,939,864)	(3,429,744)	2,873,258
Other Financing Sources (Uses):							
Proceeds from the issuance of debt	0	0	0	0	0	0	0
Operating transfers in	0	3,984,342	591,641	399,282	4,975,265	4,830,876	5,717,050
Operating transfers (out)	(4,683,624)	(291,641)	0	0	(4,975,265)	(4,830,876)	(5,717,050)
Operating transfers in-component unit	25,000	0	0	0	25,000	25,000	4,477
Donations	81,400	0	0	0	81,400	76,950	144,572
Total Other Financing Sources	(4,577,224)	3,692,701	591,641	399,282	106,400	101,950	149,049
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	743,763	(5,067,361)	(3,154,800)	(355,066)	(7,833,464)	(3,327,794)	3,022,307
Fund balance, beginning of year	13,853,207	13,592,727	4,052,187	1,132,706	32,630,827	30,578,982	27,512,871
FUND BALANCES, END OF YEAR	\$ 14,596,970	\$ 8,525,366	\$ 897,387	\$ 777,640	\$ 24,797,363	\$ 27,251,188	\$ 30,535,178

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

	<u>Actual 2014</u>	<u>Budget 2015</u>	<u>Projected 2015</u>	<u>Budget 2016</u>
Revenues	\$ 33,842,782	\$ 33,634,500	\$ 34,503,031	\$ 35,484,800
Expenses and Intrafund Transfers:				
General Government	12,016,196	10,906,513	11,543,968	11,882,094
Legislation & Management	2,433,283	1,802,689	2,353,334	2,015,345
Planning	0	201,145	185,933	365,714
Intergovernmental	803,703	815,500	827,243	860,874
Benefits (Unassigned)	762,744	647,700	752,680	754,000
Intrafund Transfers-Park Board	931,748	1,066,267	1,066,267	1,144,402
Intrafund Transfers-Library Board	2,645,085	2,937,872	2,937,872	3,060,047
Intrafund Transfers-All Other	3,126,710	2,085,025	2,057,738	2,331,083
Finance	1,312,923	1,350,315	1,362,901	1,350,629
Administration	474,789	476,143	474,803	533,410
Revenue	243,607	229,420	237,893	245,258
Accounting	307,820	328,230	340,411	244,935
Network Administration	286,707	316,522	309,794	327,026
Public Safety	14,346,339	15,251,809	15,325,857	15,771,000
Fire	6,947,352	7,301,961	7,406,944	7,592,121
Administration	876,854	893,072	888,500	1,011,260
Training & Safety	132,600	146,067	146,403	155,195
Prevention	150,413	156,577	160,039	160,892
EMS Transportation	396,892	440,130	404,887	432,525
Suppression	5,390,593	5,666,115	5,807,115	5,832,249
Inspections	436,444	467,841	461,229	447,745
Police	6,962,543	7,482,007	7,457,684	7,731,134
Administration	2,323,277	2,378,919	2,407,414	2,455,488
Training	146,342	154,500	138,200	138,500
Patrol	3,497,176	3,829,368	3,839,320	3,954,635
Detectives	822,429	923,932	892,233	977,754
School Resource Officers	173,319	195,288	180,517	204,757
Public Works	6,611,098	6,832,736	6,829,161	7,105,152
Administration	1,313,369	1,380,148	1,367,642	1,417,332
Gargage & Trash Contract	2,751,075	2,779,000	2,788,551	2,827,000
Heavy Construction	986,512	1,000,651	1,105,171	1,072,399
Traffic & Right-of-Way	1,427,015	1,540,036	1,466,547	1,581,034
Fleet Maintenance	133,127	132,901	101,250	207,387
Total Expenses and Transfers	<u>32,973,633</u>	<u>32,991,058</u>	<u>33,698,986</u>	<u>34,758,246</u>
Surplus (Deficit)	<u>\$ 869,149</u>	<u>\$ 643,442</u>	<u>\$ 804,045</u>	<u>\$ 726,554</u>

Combining Statement of Budgeted General Fund Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended

	2016 Budget										
	General Fund Total	General Operations 100	Park Board 115	Drug Asset Forfeitures 132	Community Fund 142	Emergency Reserves 146	Phase 3 Fields 149	Court Cash Bonds 153	Operating 701	Library Books 702	Endowment 703
Revenues:											
Taxes	\$ 29,472,000	\$ 29,472,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Licenses and permits	4,588,700	4,588,700	0	0	0	0	0	0	0	0	0
Intergovernmental	95,714	0	49,500	0	0	0	46,214	0	0	0	0
Charges for services	770,248	549,100	81,200	0	0	0	130,948	0	9,000	0	0
Fines and forfeitures	573,000	515,000	0	0	0	0	0	0	48,000	10,000	0
Grants	11,138	0	0	0	0	0	0	0	11,138	0	0
Investment Earnings	104,970	96,000	500	0	0	8,200	0	0	0	70	200
Miscellaneous	268,500	264,000	3,000	0	0	0	0	0	1,500	0	0
Total Revenues	35,884,270	35,484,800	134,200	0	0	8,200	177,162	0	69,638	10,070	200
Expenditures:											
General government	4,872,562	4,872,562	0	0	0	0	0	0	0	0	0
Public safety	14,698,726	14,698,726	0	0	0	0	0	0	0	0	0
Street & sanitation	6,561,402	6,561,402	0	0	0	0	0	0	0	0	0
Recreational	1,270,248	0	1,131,602	0	0	0	138,646	0	0	0	0
Library	3,160,345	0	0	0	0	0	0	0	2,772,685	387,660	0
Debt service	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures	30,563,283	26,132,690	1,131,602	0	0	0	138,646	0	2,772,685	387,660	0
Excess (deficiency) of revenues over expenditures	5,320,987	9,352,110	(997,402)	0	0	8,200	38,516	0	(2,703,047)	(377,590)	200
Other Financing Sources (Uses):											
Proceeds from the issuance of debt	0	0	0	0	0	0	0	0	0	0	0
Operating transfers in	0	0	0	0	0	0	0	0	0	0	0
Operating transfers (out)	(4,683,624)	(8,625,556)	997,402	0	0	25,000	(38,517)	0	2,703,047	255,000	0
Operating transfers in-component unit	25,000	0	0	0	0	0	0	0	0	25,000	0
Donations	81,400	0	0	0	0	0	0	0	0	81,400	0
Total Other Financing Sources	(4,577,224)	(8,625,556)	997,402	0	0	25,000	(38,517)	0	2,703,047	361,400	0
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	743,763	726,554	0	0	0	33,200	(1)	0	0	(16,190)	200
Fund balance, beginning of year	13,853,207	11,123,404	127,420	20,100	10,970	2,433,200	0	0	2	84,058	54,053
FUND BALANCES, END OF YEAR	\$ 14,596,970	\$ 11,849,958	\$ 127,420	\$ 20,100	\$ 10,970	\$ 2,466,400	\$ (1)	\$ 0	\$ 2	\$ 67,868	\$ 54,253

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

	2016 Budget			
	Capital Projects Total	Infrastructure Projects 417	Grant Funded 428	Capital 441
Revenues:				
Taxes	\$ 0	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0
Intergovernmental	0	0	0	0
Charges for services	0	0	0	0
Fines and forfeitures	0	0	0	0
Grants	1,043,000	48,000	995,000	0
Investment Earnings	29,200	10,000	1,200	18,000
Miscellaneous	25,000	0	0	25,000
Total Revenues	1,097,200	58,000	996,200	43,000
Expenditures:				
General government	1,356,520	1,200,000	0	156,520
Public safety	2,098,633	0	0	2,098,633
Street & sanitation	5,953,959	4,154,475	1,252,705	546,779
Recreational	373,150	316,150	0	57,000
Library	75,000	0	0	75,000
Debt service	0	0	0	0
Total Expenditures	9,857,262	5,670,625	1,252,705	2,933,932
Excess (deficiency) of revenues over expenditures	(8,760,062)	(5,612,625)	(256,505)	(2,890,932)
Other Financing Sources (Uses):				
Proceeds from the issuance of debt	0	0	0	0
Operating transfers in	3,984,342	1,036,685	200,000	2,747,657
Operating transfers (out)	(291,641)	(291,641)	0	0
Operating transfers in-component unit	0	0	0	0
Donations	0	0	0	0
Total Other Financing Sources	3,692,701	745,044	200,000	2,747,657
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	(5,067,361)	(4,867,581)	(56,505)	(143,275)
Fund balance, beginning of year	13,592,727	5,538,189	588,070	7,466,468
FUND BALANCES, END OF YEAR	\$ 8,525,366	\$ 670,608	\$ 531,565	\$ 7,323,193

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

	2016 Budget							
	Other Governmental Funds	Gasoline Tax Funds				E-911 District	Corrections Fund	Debt Service
	Total	5¢ 521	7¢ 522	4¢ 523	2¢ 524	531	554	600
Revenues:								
Taxes	\$ 391,300	\$ 59,000	\$ 206,000	\$ 121,000	\$ 5,300	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0	0
Charges for services	388,000	0	0	0	0	388,000	0	0
Fines and forfeitures	192,100	0	0	0	0	2,100	190,000	0
Grants	0	0	0	0	0	0	0	0
Investment Earnings	3,440	100	1,700	300	40	1,300	0	1,000
Miscellaneous	175,000	0	175,000	0	0	0	0	0
Total Revenues	1,149,840	59,100	382,700	121,300	5,340	391,400	190,000	1,000
Expenditures:								
General government	268,393	0	0	0	0	0	268,393	800
Public safety	435,185	0	0	0	0	314,296	120,889	0
Street & sanitation	1,200,610	62,696	837,660	290,539	9,715	0	0	0
Recreational	0	0	0	0	0	0	0	0
Library	0	0	0	0	0	0	0	0
Debt service	0	0	0	0	0	0	0	3,746,641
Total Expenditures	1,904,188	62,696	837,660	290,539	9,715	314,296	389,282	3,747,441
Excess (deficiency) of revenues over expenditures	(754,348)	(3,596)	(454,960)	(169,239)	(4,375)	77,104	(199,282)	(3,746,441)
Other Financing Sources (Uses):								
Proceeds from the issuance of debt	0	0	0	0	0	0	0	0
Operating transfers in	399,282	0	200,000	0	0	0	199,282	591,641
Operating transfers (out)	0	0	0	0	0	0	0	0
Operating transfers in-component unit	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0
Total Other Financing Sources	399,282	0	200,000	0	0	0	199,282	591,641
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	(355,066)	(3,596)	(254,960)	(169,239)	(4,375)	77,104	0	(3,154,800)
Fund balance, beginning of year	1,132,706	16,514	467,042	229,239	9,375	410,536	0	4,052,167
FUND BALANCES, END OF YEAR	\$ 777,640	\$ 12,918	\$ 212,082	\$ 60,000	\$ 5,000	\$ 487,640	\$ 0	\$ 897,387
		4%	73%	21%	2%			

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

	<u>Actual 2014</u>	<u>Budget 2015</u>	<u>Projected 2015</u>	<u>Budget 2016</u>
ADDITIONS				
Contributions				
215-3408-4810 Employer	\$ 659,756	\$ 593,000	\$ 700,000	\$ 701,000
215-3407-4231 Plan members	136,765	167,000	145,000	152,000
215-3407-4400 Investment earnings	<u>14,110</u>	<u>20,000</u>	<u>32,000</u>	<u>18,000</u>
TOTAL ADDITIONS	810,631	780,000	877,000	871,000
DEDUCTIONS				
215-1115-6130 Benefits	496,521	554,000	513,000	553,000
215-1100-6*** Administrative expense	<u>3,222</u>	<u>5,800</u>	<u>13,990</u>	<u>0</u>
TOTAL DEDUCTIONS	<u>499,743</u>	<u>559,800</u>	<u>526,990</u>	<u>553,000</u>
NET INCREASE	310,888	220,200	350,010	318,000
Net position held in trust for other post-employment benefits, beginning of year	<u>1,260,448</u>	<u>1,571,336</u>	<u>1,571,336</u>	<u>1,921,346</u>
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS, END OF YEAR	<u>\$ 1,571,336</u>	<u>\$ 1,791,536</u>	<u>\$ 1,921,346</u>	<u>\$ 2,239,346</u>

Note:

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

	September 30					
	Trust Deposit	Net Premiums	Total Expense	Trust Balance	AAL	UAAL
2016 Budgeted	\$ 300,000	\$ 401,000	\$ 701,000	\$ 2,239,346	\$ (4,795,965)	\$ (2,556,619)
2015 Projected	300,000	400,000	700,000	1,921,346	(4,408,860)	(2,487,514)
2014	300,000	359,756	659,756	1,571,336	(3,992,253)	(2,420,917)
2013	320,000	350,923	670,923	1,260,448	(3,560,421)	(2,299,973)
2012	300,000	354,828	654,828	925,335	(3,155,271)	(2,229,936)
2011	200,000	364,016	564,016	613,573	(3,249,729)	(2,636,156)
2010	200,000	322,671	522,671	403,024	(3,473,472)	(3,070,448)
2009	<u>180,000</u>	<u>35,118</u>	<u>215,118</u>	196,320	(2,859,543)	(2,663,223)
	<u>\$ 2,100,000</u>	<u>\$ 2,588,312</u>	<u>\$ 4,688,312</u>			

**Salaries and Benefits Summary
City of Mountain Brook, Alabama**

Object Number	Description	Actual 2014	Budget 2015	Projected 2015	Budget 2016
City-wide Totals (All Funds and Departments Combined)					
6001	Salaries Incl Annual Increase	\$ 13,574,048	\$ 14,330,258	\$ 14,192,456	\$ 14,609,038
6004	Overtime Incl Annual Increase	\$ 494,449	\$ 488,821	\$ 490,455	\$ 543,576
6010	Longevity	\$ 439,998	\$ 440,000	\$ 440,000	\$ 438,534
6011	Service Awards	\$ 3,795	\$ 4,778	\$ 4,458	\$ 5,913
6110	FICA	\$ 1,075,836	\$ 1,167,682	\$ 1,142,322	\$ 1,192,191
6120	RSA	\$ 1,521,480	\$ 1,680,436	\$ 1,695,598	\$ 1,738,583
100-1115-6120	CIGNA Retiree 3% COLA (08-126)	\$ 77,481	\$ 29,700	\$ 27,616	\$ 28,000
6130	Medical	\$ 1,371,647	\$ 1,441,000	\$ 1,403,295	\$ 1,564,740
100-1115-6130	Retiree Medical Trust Deposits	\$ 659,756	\$ 593,000	\$ 700,000	\$ 701,000
6131	Dental	\$ 4,453	\$ 2,360	\$ 5,533	\$ 4,450
6132	GTL	\$ 19,549	\$ 21,000	\$ 19,679	\$ 20,300
6133	LTD	\$ 47,605	\$ 55,263	\$ 49,036	\$ 56,288
6134	Flex	\$ 2,112	\$ 2,160	\$ 1,920	\$ 2,160
6140	W/Comp	\$ (148,518)	\$ 154,998	\$ 263,636	\$ 250,002
6152	Pre-Empl Exams	\$ 3,701	\$ 1,680	\$ 921	\$ 2,660
6153	Drug Tests	\$ 1,480	\$ 3,720	\$ 1,475	\$ 3,720
6160	Auto Allowance	\$ 46,000	\$ 48,000	\$ 51,775	\$ 49,800
6162	Declined Medical	\$ 8,163	\$ 9,142	\$ 8,861	\$ 9,142
Total Labor Cost		\$ 19,203,035	\$ 20,473,998	\$ 20,499,036	\$ 21,220,097

**Budget Planning Worksheet
City of Mountain Brook, Alabama
Year Ended September 30, 2016**

Employee Count

Fund-Dept	Division Name	Full-Time Employees				Part-Time Employees			
		2014	2015	2015	2016	2014	2015	2015	2016
100-1100	Administration	4	4	2.75	2	1	0	1	1
	<i>Department Totals</i>	<i>4</i>	<i>4</i>	<i>2.75</i>	<i>2</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>1</i>
100-1105	Planning, Bldg & Sustainability	0	2	2	3	0	0	0	0
	<i>Department Totals</i>	<i>0</i>	<i>2</i>	<i>2</i>	<i>3</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
100-1211	City Clerk	1	1	1	1	0	0	0	0
100-1212	Revenue	3	4	3	3	1	1	1	1
100-1213	Accounting	4	4	3	4	0	0	0	0
100-1214	Network Administration	2	2	2	2	0	0	0	0
554-1218	Court	2	2	2	2	1	1	1	1
	<i>Department Totals</i>	<i>12</i>	<i>13</i>	<i>11</i>	<i>12</i>	<i>2</i>	<i>2</i>	<i>2</i>	<i>2</i>
100-1300	Inspection Services	4	4	4	3	0	0	0	0
	<i>Department Totals</i>	<i>4</i>	<i>4</i>	<i>4</i>	<i>3</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
100-3410	Fire-Administration	2	2	2	2	0	0	0	0
100-3417	Fire-Training	1	1	1	1	0	0	0	0
100-3440	Fire-Prevention	1	1	1	1	0	0	0	0
100-3441	Fire-Transportation	4	4	4	4	0	0	0	0
100-3442	Fire-Suppression	55	55	55	55	0	0	0	0
	<i>Department Totals</i>	<i>63</i>	<i>63</i>	<i>63</i>	<i>63</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
100-3510	Police-Administration	17	17	16	17	1	1	1	1
100-3550	Police-Patrol	41	43	40	46	0	0	0	0
100-3551	Police-Detectives	7	7	7	7	0	0	0	0
100-3552	Police-SRO	2	2	2	2	0	0	0	0
	<i>Department Totals</i>	<i>67</i>	<i>69</i>	<i>65</i>	<i>72</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>
100-6610	Public Works-Admin	6	5	5	5	0	0	0	0
100-6661	Public Works-Heavy Constr	11	11	12	11	0	0	0	0
100-6662	Public Works-Right-of-Way	15	16	15	16	0	0	0	0
100-6663	Public Works-Shop	5	5	5	5	0	0	0	0
	<i>Department Totals</i>	<i>37</i>	<i>37</i>	<i>37</i>	<i>37</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
115-7800	Park & Recreation	17	17	17	17	0	4	0	4
	<i>Department Totals</i>	<i>17</i>	<i>17</i>	<i>17</i>	<i>17</i>	<i>0</i>	<i>4</i>	<i>0</i>	<i>4</i>
701-1100	Library	19	21	21	22	19	19	15	18
	<i>Department Totals</i>	<i>19</i>	<i>21</i>	<i>21</i>	<i>22</i>	<i>19</i>	<i>19</i>	<i>15</i>	<i>18</i>
	Totals	223	230	222.75	231	23	26	19	26
		9/27/2013		4/11/2014		9/27/2013		4/11/2014	

Intrafund Transfers
City of Mountain Brook
Year Ended September 30,

Dept	Ledger Number	Description	Actual 2014	Budget 2015	Projected 2015	Budget 2016	Cross Reference
(3800) Intrafund Transfers			\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	
	100-3800-4831	Transfers-E911	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	1
(3408) Intrafund Transfers			\$ (9,307,477)	\$ (8,627,859)	\$ (8,683,927)	\$ (13,328,097)	
	115-3408-4810	Transfers-City General Fund	\$ (1,007,127)	\$ (996,190)	\$ (1,018,858)	\$ (1,144,402)	15
	146-3408-4810	Transfers-City General Fund	\$ (94,824)	\$ (25,000)	\$ (25,000)	\$ (25,000)	2
	149-3408-4810	Transfers City General Fund	\$ 42,850	\$ 41,367	\$ 41,367	\$ 38,517	16
	215-3408-4810	Transfers-General Fund	\$ (670,923)	\$ (666,600)	\$ (700,000)	\$ (701,000)	13
	417-3408-4810	Transfers-General Fund	\$ 1,642,659	\$ (611,358)	\$ (611,358)	\$ (1,036,685)	14
	428-3408-4810	Transfers-City General Fund	\$ 0	\$ 0	\$ 0	\$ (200,000)	
	441-3408-4810	Transfers-City General Fund	\$ (3,931,450)	\$ (525,379)	\$ (525,379)	\$ (608,633)	12
	441-3408-4811	Transfers-City Gen Fund-ERS	\$ (1,592,938)	\$ (1,828,886)	\$ (1,828,886)	\$ (1,890,024)	17
	441-3408-4815	Transfers-Park Board-ERS	\$ (139,385)	\$ (132,910)	\$ (132,910)	\$ (147,000)	17
	441-3408-4831	Transfers-E-911	\$ 0	\$ 0	\$ 0	\$ 0	
	441-3408-4871	Transfers-Library Operating	\$ (71,150)	\$ (98,415)	\$ (98,415)	\$ (102,000)	17
	522-3408-4810	Transfers-City General Fund	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (200,000)	3
	554-3408-4810	Transfers-City General Fund	\$ (132,397)	\$ (216,007)	\$ (216,007)	\$ (205,182)	4
	600-3408-4810	Transfers-City General Fund	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)	5
	600-3408-4817	Transfers-One Cent Sales Tax	\$ (358,141)	\$ (361,191)	\$ (361,191)	\$ (3,746,641)	6
	701-3408-4810	Transfers-City General Fund	\$ (2,343,651)	\$ (2,552,290)	\$ (2,552,290)	\$ (2,805,047)	7
	702-3408-4810	Transfers-City General Fund	\$ (251,000)	\$ (255,000)	\$ (255,000)	\$ (255,000)	8
	702-3408-4873	Transfers-Library Endowment	\$ 53	\$ 0	\$ 0	\$ 0	9
	703-3408-4872	Transfers-Temp Restricted	\$ (53)	\$ 0	\$ 0	\$ 0	9
(1115) Unassigned Benefits			\$ 670,923	\$ 666,600	\$ 700,000	\$ 701,000	
	100-1115-6130	Benefits-Medical Ins/115 Trust	\$ 670,923	\$ 666,600	\$ 700,000	\$ 701,000	13
(1116) Intrafund Transfers (ERS)			\$ 8,836,554	\$ 8,161,259	\$ 8,183,927	\$ 12,827,097	
	100-1116-6915	Transfers-Parks & Recreation	\$ 1,007,127	\$ 996,190	\$ 1,018,858	\$ 1,144,402	15
	100-1116-6917	Transfers-Capital One Cent Tax	\$ (1,642,659)	\$ 611,358	\$ 611,358	\$ 1,036,685	14
	100-1116-6922	Transfers-Seven Cent Gas Tax	\$ 100,000	\$ 100,000	\$ 100,000	\$ 200,000	3
	100-1116-6928	Transfers-Grant Funded Proj	\$ 0	\$ 0	\$ 0	\$ 200,000	
	100-1116-6941	Transfers-City Capital Proj	\$ 3,931,450	\$ 525,379	\$ 525,379	\$ 608,633	12
	100-1116-6942	Transfers-Capital ERS	\$ 137,180	\$ 387,950	\$ 387,950	\$ 420,000	17
	100-1116-6945	Transfers-Emergency Storm Res	\$ 94,824	\$ 25,000	\$ 25,000	\$ 25,000	2
	100-1116-6948	Transfers-Phase 3 Fields	\$ (42,850)	\$ (41,367)	\$ (41,367)	\$ (38,517)	16
	100-1116-6954	Transfers-Corrections Fund	\$ 132,397	\$ 216,007	\$ 216,007	\$ 205,182	4
	100-1116-6962	Transfers-Debt Svc Interest	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	5
	100-1116-6971	Transfers-Library Operating	\$ 2,343,651	\$ 2,552,290	\$ 2,552,290	\$ 2,805,047	7
	100-1116-6972	Transfers-Library Books	\$ 251,000	\$ 255,000	\$ 255,000	\$ 255,000	8

**Intrafund Transfers
City of Mountain Brook
Year Ended September 30,**

Dept	Ledger Number	Description	Actual 2014	Budget 2015	Projected 2015	Budget 2016	Cross Reference
	100-1216-6942	Transfers-Capital ERS	\$ 2,330	\$ 3,783	\$ 3,783	\$ 54,000	17
	100-1216-6942-12	Transfers-Capital ERS	\$ 1,230	\$ 1,400	\$ 1,400	\$ 0	17
	100-1216-6942-12	Transfers-Capital ERS	\$ 4,333	\$ 4,753	\$ 4,753	\$ 0	17
	100-1216-6942-12	Transfers-Capital ERS	\$ 54,622	\$ 57,777	\$ 57,777	\$ 0	17
	100-1316-6942	Transfers-Capital ERS	\$ 3,333	\$ 3,333	\$ 3,333	\$ 16,800	17
	100-3416-6942	Transfers-Capital ERS	\$ 411,639	\$ 382,461	\$ 382,461	\$ 493,933	17
	100-3516-6942	Transfers-Capital ERS	\$ 212,966	\$ 239,719	\$ 239,719	\$ 361,541	17
	100-3516-6942-35	Transfers-Capital ERS	\$ 180,172	\$ 194,201	\$ 194,201	\$ 0	17
	100-3516-6942-35	Transfers-Capital ERS	\$ 66,133	\$ 42,598	\$ 42,598	\$ 0	17
	100-6616-6942	Transfers-Capital ERS	\$ 109,200	\$ 114,125	\$ 114,125	\$ 543,750	17
	100-6616-6942-6E	Transfers-Capital ERS	\$ 180,550	\$ 170,331	\$ 170,331	\$ 0	17
	100-6616-6942-6E	Transfers-Capital ERS	\$ 159,800	\$ 129,039	\$ 129,039	\$ 0	17
	100-6616-6942-6E	Transfers-Capital ERS	\$ 69,450	\$ 97,416	\$ 97,416	\$ 0	17
	115-7816-6942	Transfers-Capital ERS	\$ 139,385	\$ 132,910	\$ 132,910	\$ 147,000	17
	417-1116-6961	Transfers-Debt Svc Principal	\$ 195,000	\$ 205,000	\$ 205,000	\$ 3,675,000	6
	417-1116-6962	Transfers-Debt Svc Interest	\$ 163,141	\$ 156,191	\$ 156,191	\$ 71,641	6
	531-3516-6910	Transfers-City General Fund	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	1
	701-1116-6942	Transfers-Capital ERS	\$ 71,150	\$ 98,415	\$ 98,415	\$ 102,000	17
(3590) Police - Capital Outlay			\$ 0	\$ 0	\$ 0	\$ 0	
	531-3590-6941	Transfers-City Capital Proj	\$ 0	\$ 0	\$ 0	\$ 0	
Report Totals (Must Net to Zero)			\$ 0	\$ 0	\$ 0	\$ 0	

**New Capital Purchase Transfers from General Fund
City of Mountain Brook
Year Ended September 30, 2016**

Dept Division	General Fund	New Capital 100	Capital 417	Capital 428	C/O ERS Capital 441	E911 E911 531	Total
1190 Administration	\$	0	\$ 1,200,000	\$ 0	\$ 15,000	\$ 0	\$ 1,215,000
1195 Planning	\$	0	\$ 0	\$ 0	\$ 81,000	\$ 0	\$ 81,000
1290 Finance	\$	0	\$ 0	\$ 0	\$ 132,520	\$ 0	\$ 132,520
1390 Inspections	\$	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3490 Fire	\$	402,950	\$ 0	\$ 0	\$ 850,000	\$ 0	\$ 1,252,950
3590 Police	\$	183,183	\$ 0	\$ 0	\$ 590,500	\$ 0	\$ 773,683
6690 Public Works	\$	15,500	\$ 4,154,475	\$ 1,252,705	\$ 531,279	\$ 0	\$ 5,953,959
7790 Library	\$	0	\$ 0	\$ 0	\$ 75,000	\$ 0	\$ 75,000
7890 Park & Recreation	\$	7,000	\$ 316,150	\$ 0	\$ 50,000	\$ 0	\$ 373,150
Capital Expenditures	\$	608,633	\$ 5,670,625	\$ 1,252,705	\$ 2,325,299	\$ 0	\$ 9,857,262
Manual Transfer Adjustments:							
Estimated Grant Proceeds & Interest Income				\$ (996,200)		\$ (996,200)	
Fiscal 2015 carry-over projects (Public Works)		\$ (3,861,809)				\$ (3,861,809)	
Fiscal 2015 carry-over projects (Park Board)		\$ (124,131)				\$ (124,131)	
Lane Parke \$4MM total less \$3.5MM transf in FY 2015		\$ 500,000				\$ 500,000	
Fiscal 2015 Match Transferred Prior to Construction				\$ (166,005)		\$ (166,005)	
Advance Project Match Transferred (Supports \$547,500 in Construction @ 80% Match)				\$ 109,500		\$ 109,500	
Piggly Wiggly Land Acquisition (Already Transferred)		\$ (1,100,000)				\$ (1,100,000)	
APPLE Grant Revenue		\$ (48,000)				\$ (48,000)	
Intrafund Transfer Amounts	\$	608,633	\$ 1,036,685	\$ 200,000	\$ 2,325,299	\$ 0	\$ 4,170,617
Accounting Totals							
100-1116-6941 Debit	\$	608,633				\$ 608,633	
441-3408-4811 (Credit)	\$	(608,633)				\$ (608,633)	
100-1116-6917 Debit		\$ 1,036,685				\$ 1,036,685	
417-3408-4810 (Credit)		\$ (1,036,685)				\$ (1,036,685)	
100-1116-6928 Debit				\$ 200,000		\$ 200,000	
428-3408-4810 (Credit)				\$ (200,000)		\$ (200,000)	
531-3590-6941 Debit					\$ 0	\$ 0	
441-3408-4831 (Credit)					\$ 0	\$ 0	
Net Transfers (Must Sum to Zero)	\$	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

RESOLUTION NO. 2015-131

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 6, 2015, the salaries of all employees (classified and unclassified) of the City of Mountain Brook, Alabama, including employees of The Emmet O'Neal Library Board and Parks and Recreation Board, shall be increased by one and one-half of one percent (1-1/2%) over the current salary schedule.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 6, 2015, the compensation for contract security services for the City's Public Works facilities, as previously authorized upon the adoption of Resolution No. 2013-146 on October 14, 2013, shall also be increased by one and one-half of one percent (1-1/2%)

ADOPTED: The 14th day of September, 2015.

Council President

APPROVED: The 14th day of September, 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 September 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk

ORDINANCE NO. 1939

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

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

Section 1. Effective October 6, 2015, the salary of the City Manager of the City of Mountain Brook shall be increased to six thousand one hundred forty-seven and 10/100 dollars (\$6,147.10) bi-weekly.

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

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

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

ADOPTED: The 14th day of September, 2015.

Council President

APPROVED: The 14th day of September, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on September 14, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on September ____, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 3928 Montclair Road, Ste. 148
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk

EMPLOYMENT AGREEMENT

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

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

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

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

1. Appointment as City Manager; Duties. Gaston shall serve as City Manager of the City of Mountain Brook, Alabama, and, in such capacity, shall perform such tasks and duties as may be prescribed and/or directed by the governing body or by applicable ordinance or statute. Gaston shall devote all of his productive time, ability and attention to the business of the City during the term of his appointment and shall not engage in any other employment or pursuit that would conflict or interfere with his duties and responsibilities as City Manager.

2. Term of Appointment. The term of Gaston's appointment shall be as provided by law.

3. Cancellation; Notice. Gaston's appointment and the City's obligations hereunder may be terminated by (i) operation of law; (ii) termination thereof by the governing body without cause during his term of appointment; (iii) termination thereof by the governing body for cause during his term of appointment; and (iv) Gaston's voluntary resignation.

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

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

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

4. Compensation and Benefits: Evaluation. Gaston shall receive as base compensation the sum of one hundred fifty-nine thousand eight hundred twenty-four and 60/100 dollars (\$159,824.60) per annum, which shall be paid in regular increments according to the payroll system and schedule then in effect for the City. Gaston shall also receive and be eligible for the same across-the-board raises and fringe benefits (including but not limited to health, dental, disability, and life insurance, longevity pay, vacation, and sick leave) as are accorded or made available to city employees generally; provided, however, that nothing herein shall be construed to confer merit or civil service status on Gaston. Gaston's job performance shall be evaluated periodically at the discretion of the City Council. Upon receipt of a satisfactory performance evaluation, Gaston shall be entitled to such increase in basic compensation for the duration of the term of his appointment as the governing body may deem appropriate.

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

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

TO GASTON: Sam S. Gaston
2028 Clearview Drive
Birmingham, AL 35244

TO CITY: City of Mountain Brook
c/o The Mayor
P. O. Box 130009
Mountain Brook, AL 35213-0009

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

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

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

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

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

DATED this 14th day of September, 2015.

CITY MANAGER

CITY OF MOUNTAIN BROOK

Sam Gaston

By:

Lawrence T. Oden, Mayor