

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JULY 25, 2016, 7:00 P.M.

1. Approval of the minutes of the July 11, 2016 regular meeting of the City Council.
2. Consideration: Resolution recommending to the State of Alabama Alcohol Beverage Control Board the issuance of a 020 – Restaurant Retail Liquor license to TLT Group Mountain Brook, LLC (trade name Local Taco) at 920 Lane Park Court in Mountain Brook Village.
3. Consideration: Resolution recommending to the State of Alabama Alcohol Beverage Control Board the issuance of a 050 – Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) licenses to Clubview Holdings, LLC (trade name Dinner) at 73 Church Street in Crestline Village.
4. Consideration: Resolution authorizing an amendment to Resolution No. 2011-193 to extend the Internet Protocol enabled Video Services franchise agreement between the City and Bellsouth Telecommunications, Inc. (dba\AT&T Alabama) under the same terms and conditions until July 31, 2018.
5. Consideration: Resolution authorizing the execution of 1) an agreement between the City and EMS Management & Consulting, Inc. for their provision of ambulance billing services and 2) the related business associates agreement.
6. Consideration: Resolution authorizing the execution of a contract between the City and Brasfield & Gorrie for their provision of selective demolition services at the Emmet O’Neal Library to determine existing water penetration conditions identified by Williamson & Associates (Resolution No. 2016-058).
7. Consideration: Resolution declaring certain property surplus and authorizing its sale or disposition.
8. Consideration: Certificate of election (without opposition) deeming Stewart Welch, III Mayor of the City of Mountain Brook, Alabama for the term of office commencing on the first Monday of November, 2016.
9. Consideration: Certificate of election (without opposition) deeming Virginia Carruthers Smith a City Council member (Place 4) of the City of Mountain Brook, Alabama for the term of office commencing on the first Monday of November, 2016.
10. Consideration: Resolution authorizing the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2017 - Presentation by Barbara Murdock, Interim Executive Director of MAX.
11. Consideration: Resolution approving the conditional [service] use application for a tutoring provider at 2000 Cahaba Road in English Village [local business district].
12. Consideration: Resolution 1) appointing poll works for the August 23, 2016 general municipal election (and October 4, 2016 run-off, if necessary), 2) authorizing the payment of poll worker compensation for their services on election day, and 3) authorizing the additional compensation for the poll workers’ mandatory training.
13. Public hearing: Consideration of a resolution approving the Petition for Vacation of a portion of South Cove Drive filed by St. Luke’s Episcopal Church, for the vacation of a portion of an improved street (South Cove Drive).
14. Announcement: The next regular meeting of the City Council is August 8, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JULY 25, 2016, 7:00 P.M.

15. Comments from residents.
16. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 11, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 11th day of July, 2016. 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
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Smoke-Free Ordinance—Dr, Kevin Alexander, All In Mountain Brook, and Dr. Dale Wisely of the Mountain Brook School System (Appendix 1)

The consensus of the elected officials was that: 1) the existing ordinance should be amended to include e-cigarettes, 2) extending [location] restrictions should be considered further, 3) the proposed ordinance requires some [legal] modifications (assigned to the City Attorney), and 4) the matter will be considered again on July 25, 2016 in time for school officials to educate parents prior to the start of school.

2. Cell phone free zone around schools ordinance—Dale Wisely of the Mountain Brook School system. (Appendix 2)

The consensus of the elected officials was that : 1) while enforceability is questionable, there may be some benefits to adopting such an ordinance from a community awareness perspective, 2) it will be beneficial to the school system for this ordinance be adopted prior to the start of school, and 3) the City Attorney shall edit the draft ordinance for further consideration by the City Council at its July 25, 2016 meeting.

3. Review of the matters to be considered at the formal [7 p.m.] meeting.

The Cahaba Road conditional use for a tutoring service will be removed from the formal agenda pending further study and analysis by the City Planner, and the Special Event ordinance will not be voted on to allow more time to consider the Decorator Show House's concerns (they need eight weekdays over a two week period and three weekends for their annual event which is often held in the City).

4. Executive session

There being no further business to come before the City Council, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving a real estate transaction. The motion was seconded by Council President Pro Tempore Pritchard. The City Attorney certified that the subject 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
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in the Council Chamber.

2. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on July 11, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JULY 11, 2016**

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 11th day of July, 2016. 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
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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

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

1. EMPLOYEE RECOGNITION

City Manager Sam Gaston recognized Finance Director Steven Boone for his twenty years of service with the City.

2. CONSENT AGENDA

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

Approval of the minutes of the June 27, 2016 regular meeting of the City Council.

2016-087	Authorize the [budgeted] payment from the General Fund of \$300,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy	Exhibit 1, Appendix 1
2016-088	Approve the conditional [service] use application submitted by Tony Mauro for Grade Power Learning (tutoring provider) at 81 Church Street (Crestline Corners) Crestline Village [local business district]	Exhibit 2, Appendix 2
2016-089	Authorize the extension of the cable franchise agreement between the City and Marcus Cable of Alabama, L.P. (dba\Charter Communications) under the same terms and conditions until July 21, 2018	Exhibit 3

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes and resolutions (Nos. 2016-087 through 2016-089) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING SEC. 129-295 OF THE CITY CODE REGARDING OPEN HOUSES, HOME TOURS, AND SPECIAL EVENTS IN RESIDENTIAL ZONING DISTRICTS (EXHIBIT 4, APPENDIX 3)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience. There being no comments or discussion and no motion, Council President Smith announced that the matter will be reconsidered at a later date.

4. PUBLIC HEARING TO CONSIDER AN ORDINANCE (NO. 1955) AMENDING ARTICLES I, X, XI, XII OF THE CITY CODE REGARDING OFFICE USES AND MEDICAL CLINICS (EXHIBIT 5, APPENDIX 4)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1955) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. 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, July 25, 2016 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.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on July 11, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2016-087

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment from the General Fund of \$300,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2016-088

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 Tony Mauro to allow Grade Power Learning at 81 Church Street (Crestline Corners).

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2016-089

CHARTER FRANCHISE EXTENSION UNTIL JULY 18, 2018

WHEREAS, the City Council of the City of Mountain Brook adopted Ordinance No. 1302 on March 23, 1998, granting to Marcus Cable of Alabama, L.P., a Delaware limited partnership (d/b/a Charter Communications, hereinafter "Charter") the right to construct and operate a cable television system within the City of Mountain Brook, Alabama (the "Charter Franchise"); and

RESOLUTION NO. 2016-090

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to TLT Group Mountain Brook, LLC (trade name Local Taco) located at 920 Lane Park Court, Mountain Brook, AL 35223.

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

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160712102914750

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: LOCAL TACO **Filing Fee:** \$50.00

Applicant: TLT GROUP MOUNTAIN BROOK LLC **Transfer Fee:**

Location Address: 920 LANE PARK COURT MOUNTAIN BROOK, AL 35223

Mailing Address: 3656 TROUSDALE DR STE 104 NASHVILLE, AL 37204

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 2016038232

Date Incorporated: 04/21/2016 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 04/21/2016 **Alabama State Sales Tax ID:** R009574198

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

CRAIG PERRY 1321422947 - TN	MEMBER	07/06/1979 ROANOKE VA	301 CLARENDON RD NASHVILLE, TN 37205
SAMUEL HASKELL 6231699 - AL	MEMBER	09/12/1977 BIRMINGHAM AL	3303 OVERTON TRAIL MOUNTAIN BROOK, AL 35243

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PETER COOK

Business Phone: 646-824-9148

Fax:

Home Phone: 646-824-9148

Cell Phone: 646-824-9148

E-mail: PETER@HALOROC.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160712102914750

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **EVSON INC 205-870-4160**
 What is lessors primary business? **REALESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2500** Display Square Footage:
 Building seating capacity: **88** Does Licensed premises include a patio area? **YES**
 License Structure: **SHOPPING CENTER** License covers: **PORTION OF**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160712102914750

Initial each

Signature page

SDH

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

SDH

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

SDH

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

SDH

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

SDH

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

SDH

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

Applicant Name (print): Samuel D. Haskell

Signature of Applicant: *Samuel D. Haskell*

Notary Name (print): Wendy Abbott

Notary Signature: *Wendy Abbott*

Commission expires: 10-21-18

Application Taken: 7/12/16 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office: 7/12/16

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20160712102914750**
Application Payment Confirmation Number: **25682152**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **LOCAL TACO**
Applicant Name: **TLT GROUP MOUNTAIN BROOK LLC**
Location Address: 920 LANE PARK COURT
MOUNTAIN BROOK, AL 35223

Mailing Address: 3656 TROUSDALE DR STE 104
NASHVILLE, AL 37204

Contact Person: PETER COOK
Contact Home Phone: 646-824-9148
Contact Business Phone: 646-824-9148
Contact Fax:
Contact Cell Phone: 646-824-9148
Contact Email Address:
Contact Web Address:



CITY OF MOUNTAIN BROOK

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

July 26, 2016

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

Facsimile: (205) 942-2102

Dear Ms. Johnson:

Attached is a copy of a resolution passed at the July 25, 2016, City Council meeting recommending the issuance of a 020 – Restaurant Retail Liquor license to:

TLT Group Mountain Brook, LLC
(Trade name Local Taco)
920 Lane Park Court
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

c: Peter Cook (peter@haloroc.com)

RESOLUTION NO. 2016-091

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 050 – Retail Beer (Off Premises Only) and a 070 – Retail Table Wine (Off Premises Only) licenses to Clubview Holdings, LLC (trade name Dinner) located at 73 Church Street, Mountain Brook, AL 35213.

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

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160713102226422

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **A. CATLIN CADE, IV AS TRUSTEE OF THE GEORGIA MINOR TRUST DATED JAN 1 2001 205-871-8600**

What is lessors primary business? **CPA**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **1200** Display Square Footage:

Building seating capacity: **0** Does Licensed premises include a patio area? **NO**

License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**

Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160713102226422

Initial each

Signature page

ADJ

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

ADJ

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

ADJ

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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

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

ADJ

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

ADJ

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

ADJ

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

Applicant Name (print): *Albert Daniel Thomassen*

Signature of Applicant: *Albert Daniel Thomassen*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4-22-18*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
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July 26, 2016

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

Facsimile: (205) 942-2102

Dear Ms. Johnson:

Attached is a copy of a resolution passed at the July 25, 2016, City Council meeting recommending the issuance of a 050 – Retail Beer (Off Premises Only) and a 070 – Retail Table Wine (Off Premises Only) licenses to:

Clubview Holdings, LLC
(Trade name Dinner)
73 Church Street
Mountain Brook, AL 35213

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

c: Albert Thomasson (dinnerperiod@gmail.com)

RESOLUTION NO. 2016-093

AMENDMENT TO RESOLUTION NO. 2011-193 TO EXTEND AGREEMENT WITH AT&T FOR INTERNET PROTOCOL SERVICES

WHEREAS, the City Council of the City of Mountain Brook adopted Resolution No. 2011-193 on December 12, 2011;

WHEREAS, Resolution No. 2011-193 authorized Bellsouth Telecommunications, Inc. d/b/a AT&T Alabama, a Georgia corporation (“AT&T Alabama”) to utilize the public right of way to provision an integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”) within the City of Mountain Brook, Alabama (“City”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

WHEREAS, effective on or about December 15, 2011, the City and AT&T Alabama entered an Agreement with respect to its IP enabled services that were authorized by the City in Resolution No. 2011-93;

WHEREAS, paragraph 3 of the Agreement states that its term will expire December 31, 2016, but allows for extending the Agreement upon written mutual agreement of the parties;

WHEREAS, the City and AT&T Alabama desire to amend the Agreement for (i) its term will be extended until July 31, 2018, and (ii) to add a paragraph entitled “Service Cooperation” regarding the provision of certain basic services to schools and municipal government buildings;

WHEREAS, provided AT&T Alabama fulfills its obligations under the Agreement that is hereby being extended, the City and AT&T Alabama intend to negotiate and enter a longer term agreement concerning its IP enabled services that would be effective beginning August 1, 2018; and

WHEREAS, the proposed Amendment is in the public interest as it will permit the continued provision of AT&T Alabama’s IP enabled services in the City.

BE IT RESOLVED by the City Council of the City of Mountain Brook that Resolution No. 2011-135 is hereby amended to authorize the Mayor or the City Manager is hereby to enter into the Amendment to Agreement with AT&T Alabama for IP Services in substantially the form attached to this Resolution, subject to such minor changes as may be approved by the City Attorney.

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk

**AMENDMENT TO AGREEMENT WITH AT&T ALABAMA
FOR IP SERVICES**

THIS AMENDMENT TO AGREEMENT WITH AT&T ALABAMA FOR IP SERVICES (the "Amendment") dated _____, 2016 (the "Effective Date") is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama"), and the City of Mountain Brook, Alabama, a municipal corporation ("City"). AT&T Alabama and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, City and AT&T Alabama entered into an Agreement (the "Agreement") on December 15, 2011, regarding the provision by AT&T Alabama in the City of its integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service");

WHEREAS, paragraph 3 states that the Agreement will expire effective December 31, 2016, but allows for extension upon written mutual agreement of the Parties;

WHEREAS, the City and AT&T Alabama desire to amend the Agreement to (i) extend the terms of the Agreement through July 31, 2018, and (ii) add a paragraph entitled "Service Cooperation" regarding the provision of certain basic services to schools and municipal government buildings; and

WHEREAS, provided AT&T Alabama fulfills its obligations under the Agreement that is hereby being extended, the City and AT&T Alabama intend to negotiate and enter a longer term agreement concerning its IP enabled services that would be effective beginning August 1, 2018.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original "Agreement," and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The first sentence of Paragraph 3 of the "Agreement" is to be amended as follows:

"Term. The term of this Agreement shall be from December 15, 2011 through July 31, 2018."

2. The following paragraph is added as Paragraph 24 to the "Agreement":

"24. Service Cooperation. AT&T and any other video service provider, including any video cable provider ("Collective Video Providers"), collectively shall provide one free installation and free monthly basic video service to one outlet at each public school, municipal government building,

fire station, police station, and library building that is passed by Collective Video Providers. City will confer with the Collective Video Providers and determine the assignments in a reasonable manner. This obligation will apply once AT&T video service is available on the section of its system that passes the school or public building. The quality of the video services shall be equal to that provided to other subscribers at the basic level in the services area of the City. To the extent AT&T provides service pursuant to this section, AT&T shall offset any non-recurring costs of installation and maintenance of service provided pursuant to this section against any video service fee due and owing under this Agreement.”

3. Unless expressed in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the Agreement conflict with the terms of this Amendment, the terms in this Amendment shall be deemed to supersede, override and control.

4. This Amendment incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the Parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement and made the same as of the Effective Date stated above.

(Signature page immediately follows)

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA

By: _____
Name: Fred McCallum, Jr.
Title: President – AT&T Alabama

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Sworn to and subscribed before me this _____ day of _____, 2016.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Name: Lawrence T. Oden
Title: Mayor

STATE OF _____)
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2016.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

Steve Stine

Jul 14 (5
days ago)

to me, Sam, Whit

Steve, based on AT&T's reply to my last email, they will sign the form of the Amendment to the Agreement with AT&T for Internet Protocol Services that I previously circulated.

Attached is my latest draft of the Council Resolution to approve this Item and the Amendment. In this latest, attached version I corrected a couple of typos.

Let me know if you have any comments about this latest version of the Resolution or need anything else from me on this matter.

Steve Stine

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Thursday, July 14, 2016 1:18 PM
To: WILLIAMS, TERRI Q; Steve Stine
Cc: Steve Boone
Subject: RE: Agenda - City of Mt Brook Franchise Extension/AT&T Video Services

I will put it on the July 25th agenda. It might be good for you to come, at least to our pre-meeting.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
[\(205\) 802-3803](tel:2058023803) Phone
[\(205\) 870-3577](tel:2058703577) Fax

From: WILLIAMS, TERRI Q [mailto:tg2790@att.com]
Sent: Thursday, July 14, 2016 12:14 PM
To: Steve Stine
Cc: Steve Boone; Sam Gaston
Subject: Re: Agenda - City of Mt Brook Franchise Extension/AT&T Video Services

Steve, I have discussed and reviewed the resolution and addendum with Langley. With our consent the city can now move forward to approval. Do we need to be present at the council meeting? Terri

Terri Williams
AT&T
[205-215-1332](tel:2052151332)

Steve Stine

Jul 14 (5
days ago)

to TERRI, Langley, Terri, fred.mccallum, me, Sam

Terri, I did receive a call from your attorney, Langley Kitchings, about this matter. Langley left me a voice message indicating that a 2-year extension (until July 31, 2018) was acceptable to him, but that you were still discussing this with others in the AT&T organization. As previously noted, the City simply is trying to get all its similar Franchise agreements on a like schedule, and later will consider a longer term extension of the existing Agreement with AT&T for IP Services that would be in effect after July 31, 2018.

In anticipation that the City Council will consider and approve the 2-year extension at its next meeting on Monday July 25, 2016, I have prepared and attach a draft of a Resolution for it to pass that would authorize the existing Agreement to be amended. You will see that the form of the Amendment to Agreement that the City and AT&T would sign is attached to the Resolution.

We look forward to receiving your confirmation that AT&T wants Sam and Steve Boone (the City Clerk) to place this Resolution and the form of the Amendment to Agreement on the City Council's next meeting Agenda.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : [\(205\) 251-2881](tel:(205)251-2881)
Fax : [\(205\) 254-3987](tel:(205)254-3987)
Email: ssstine@bishopcolvin.com

From: Steve Stine [mailto:ssstine@bishopcolvin.com]
Sent: Friday, July 8, 2016 2:48 PM
To: 'WILLIAMS, TERRI Q'; 'Sam Gaston'
Cc: 'Steve Boone'; 'Terri Gualano'
Subject: RE: Agenda - City of Mt Brook Franchise Extension/AT&T Video Services

Terri, this will confirm the telephone conversation that we just had about AT&T's request for an Extension.

The City has other Franchise Agreements with Cable TV competitors of AT&T Video Services all are expected to expire in July 2018 timeframe. We are now suggesting an short term extension for the AT&T franchise up through July 2018 so the City can "synch up" (with respect to length of period and business terms) all its Franchise agreements all similarly situated entities. Our expectation is that, effective July 2018, we will have long term Franchise agreements in place with these entities. The City cannot commit that it will enter a new 10-year term Agreement with AT&T effective in mid-2018, but the term of the expected new Agreement that would be entered certainly would be longer than 2 years.

I understand from our conversation that you need more time to discuss this subject with your attorney and others within the AT&T organization. Under these circumstances, the City will remove the AT&T Franchise Extension matter from Monday's night's City Council Agenda. Hopefully we can have all the details resolved and ready for consideration by the City Council at its July 25 meeting.

I look forward to hearing back from you and your Attorney (Mr. Kitchings) on this matter next week.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : [\(205\) 251-2881](tel:(205)251-2881)
Fax : [\(205\) 254-3987](tel:(205)254-3987)
Email: ssstine@bishopcolvin.com

RESOLUTION NO. 2016-094

BE IT RESOLVED that the City Council hereby authorizes the execution of two (2) agreements, in the form as attached hereto subject to such minor changes as may be determined appropriate by parties to said agreements, between the City and EMS Management & Consulting, Inc. for ambulance billing services:

1. Billing Services Agreement – Exhibit 1
2. Business Associate Agreement – Exhibit 2

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk

BILLING SERVICES AGREEMENT

This **BILLING SERVICES AGREEMENT** (hereinafter "Agreement"), is entered into between **EMS MANAGEMENT & CONSULTANTS, INC.** (hereinafter "EMS|MC") and the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation (hereinafter "Client") effective as of the date last signed below by either of the parties to this Agreement. EMS/MC and the Client may be collectively referenced hereinafter as "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client provides emergency medical services and related billable EMS transportation services to citizens and other persons in or about its corporate limits; and

WHEREAS, Client wishes to retain EMS|MC to provide billing and collection services for Client's emergency medical and transport services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **(a) ENGAGEMENT/GENERAL SCOPE OF SERVICES.** During the term of this Agreement, EMS|MC shall provide reasonable and customary billing, bill processing and fee collection services arising from the provision of EMS medical and transport services by the Client (the "Services"). The Services to be performed by EMS/MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable, lawful and diligent collection efforts that EMS/MC deems in its discretion to be appropriate to secure payments from primary and secondary payers, and patients or other third parties; (3) issuing patient statements for all unpaid

balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

EMS/MC may bill patients who have accounts with outstanding balances after any insurer and/or third party payer for that patient has determined the amounts due and payable for the Client's services. EMS|MC will send follow-up bills to those patients, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. After Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

(b) SPECIFIC OBLIGATIONS OF EMS/MC: EMS/MC shall have the following responsibilities and the following understandings shall apply with respect to its performance of Services:

- (i) EMS|MC will provide Client with a monthly financial report of Service activities within ten (10) business days after the last business day of the month. This report shall include an account analysis report, aging report and accounts receivables reconciliation report. Deposit reports will be provided daily;
- (ii) EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder. EMS|MC will make this storage and back-up accessible to Client during reasonable business hours;
- (iii) EMS|MC shall maintain (and make available to Client upon reasonable request) all records of Services performed and financial transactions contemplated hereunder for a period of seven (7) years from the date of creation of such records. This obligation to maintain the records described in the preceding sentence shall not continue after EMS/MC has tendered or returned such records to Client. In addition, EMS/MC shall maintain all Service or financial records related to Medicare and Medicaid programs for a period of seven (7) years. The obligations in this paragraph shall survive the termination of this Agreement;

- (iv) EMS|MC will comply with all applicable federal and state laws, codes and regulations applicable to its provision of the Services (collectively hereinafter the "Laws"), including, but not limited to, the Fair Debt Collection Practices Act and any other Laws relating to the collection of indebtedness. This undertaking will survive the termination of this Agreement;
- (v) EMS|MC shall notify Client of all complaints by patients about medical or clinical services within five (5) business days of receipt thereof, and notify Client of all complaints by patients about billing for Client services or EMS/MC Services hereunder within ten (10) days of receipt;
- (vi) EMS|MC shall advise Client of any notices of audit, requests for medical records or other contacts or inquiries outside the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts ("Payer Inquiries") within ten (10) business days of EMS|MC's receipt of same;
- (vii) EMS|MC is appointed as the authorized representative of Client under this Agreement solely for purposes reasonably related to the performance of the Services. EMS/MC is authorized to communicate on behalf of the Client with payers, hospitals and other third parties to facilitate the billing and receipt of payments for Client's services, receive and store documents related to the Services, and otherwise communicate with third parties on matters related to the performance of EMS/MC's duties hereunder. EMS|MC has no authority to pledge credit, contract, or otherwise act on behalf of Client except as set forth herein;
- (viii) As to all payments received from Medicare, Medicaid and other government funded programs for EMS services provided by the Client, the Parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from those programs. Payments for all Medicare, Medicaid and any other government funded program, including all electronic fund transfers, will be deposited by EMS/MC directly into a bank account designated by

Client to receive such payments and only Client shall have access to that account;

- (ix) Before commencing the Services, EMS/MC, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Services (collectively, "Licensing"). EMS/MC further agrees to maintain that Licensing throughout the performance of its Services.
- (x) EMS/MC warrants that it will perform the 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 timely and orderly progress.
- (xi) For the duration of the contract and for limits not less than stated below, EMS/MC shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the Client:

Comprehensive General Liability with minimum limits of Two Million Dollars (\$2,000,000); this coverage shall include contractual liability assumed hereunder.

EMS/MC may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Before the execution of the Agreement, EMS/MC shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City of Mountain Brook, Alabama as an additional insured on the Comprehensive General Liability policy(ies) with respect to claims or liabilities arising out of EMS/MS's operations.

- (xii) At least annually (and on a more frequent basis if reasonably necessary) and upon ten (10) days advance notice to EMS/MC, it shall allow Client to audit EMS/MC's records and processes related to the performance of Services during regular business hours to

evaluate whether EMS/MC is in compliance with this Agreement and that the proper amounts have been paid for Services.

The Parties understand that EMS|MC's performance of its responsibilities in this Section 1 and elsewhere in this Agreement are conditioned on Client's fulfillment of its responsibilities set forth in Sections 2 and 3 herein.

(c) EMS|MC shall have no responsibility to take or perform any of the following actions under this Agreement:

- (i) determine the accuracy or truthfulness of documentation and information provided by Client;
- (ii) submit or process any claim that EMS|M reasonably has determined is inaccurate; or
- (iv) provide any service that is not expressly required of EMS|MC in this Agreement.

2. COMPENSATION OF EMS|MC.

- (a) Upon successful performance of the Services and EMS/MC's compliance with terms of this Agreement, Client shall pay EMS|MC a fee for the Services, on a monthly basis, in an amount equal to (4.55) percent of "Net Collections" for the previous month as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts.

Notwithstanding the provision immediately above or elsewhere in this Agreement, the parties agree and intend as follows: (i) EMS/MC will not transmit unpaid patient accounts referred to it by

Client to collection agencies or institute litigation against patients concerning those accounts without the express agreement of the Client; (ii) the parties intend that EMS/MC will earn Compensation hereunder only with respect to claims for patient accounts that are submitted through EMS/MC's billing system; and (iii) the Client intends to submit to EMS/MC claims for it to collect for billable transport services actually provided by Client, but not for the expense incurred by it for standby transport situations.

(b) Invoicing. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. This invoice shall include reasonably sufficient detail and support to demonstrate how the determination of the requested Compensation was calculated. The uncontested amount of the Compensation reflected on the invoice shall be paid in full within thirty (30) days after presentation of the invoice. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

(c) Adjustment in Fee. In the event of a material change to the billing process and/or scope of Services provided in this Agreement or a significant difference in the original patient demographics provided by Client, EMS|MC reserves the right to, in good faith, negotiate a fee change with Client. No change to the fee structure will be effective unless an Amendment to this Agreement is approved. In the event that the Parties cannot agree on a request by EMS/MC to amend its fee, EMS/MC may cancel the Agreement effective at the end of that annual initial or renewal term as provided in Section 4(a) below.

(d) Remedies. If the Client fails to remedy any breach in its obligation to pay Compensation during the cure period set forth in Section 4(b) below, EMS|MC may, in its sole discretion, immediately cease to provide Services for Client until any outstanding balance owed to EMS|MC is brought current, and claims processing will not resume until all

outstanding, uncontested balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

Further, Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees and interest on unpaid contractual amounts that are recoverable under Alabama law.

3. RESPONSIBILITIES OF CLIENT.

The Client shall have the following responsibilities and the following understandings shall apply with respect to the performance of Services:

The Parties understand that the obligation of the Client to perform its responsibilities in this Section 3 and elsewhere in this Agreement are conditioned on EMS/MC's fulfillment of its responsibilities to perform Services and fulfill its other obligations herein.

- (a) Client will pay all uncontested amounts owed to EMS|MC for its Services as set forth in Section 2 of this Agreement.
- (b) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address (if any); insurance information; report of Client services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.
- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.

- (d) With respect to claims for patient accounts that are submitted through EMS/MC's billing system, Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing.
- (e) Client must provide Patient Care Reports (PCR's) in a timely manner in order to achieve higher performance. Further, Client will implement any those changes in Client's EMS record systems that are agreed by Client and determined by EMS/MC to be reasonably necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; implement reasonable and customary charges for complete, compliant billing as may be identified and recommended by EMS|MC; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.
- (f) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement (i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR). The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.
- (g) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration,

including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.

- (h) Client shall take appropriate actions to facilitate refunds posted by EMS|MC that are actually issued by the Client and paid to the patient, insurer, or other payer as appropriate.
- (i) At least annually (and on a more frequent basis if reasonably necessary) and upon ten (10) days advance notice to Client, it shall allow EMS/MC to audit Clients records and processes related to the performance of Services during regular business hours to evaluate whether Client is in compliance with this Agreement and that the proper amounts have been paid for Services.
- (j) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.
- (k) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect the performance of its duties and responsibilities hereunder.
- (l) Client shall advise EMS/MC of any notices of audit, requests for medical records or other contacts or inquiries outside the normal course of business from representatives of Medicare, Medicaid or private payers ("Payer Inquiries") within ten (10) business days of Client's receipt of same.

4. TERM OF AGREEMENT.

(a) **Term.** EMS/MC shall commence providing the Services on September 1, 2016 and provided them through August 31, 2017 (the "Term"). Thereafter, effective on each subsequent anniversary of the commencement of the Term, the Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms unless either party gives written notice of intent not to renew at least 60 days before expiration of any term; provided that in no event will

this Agreement automatically renew for more than four (4) renewal periods.

(b) **Early Termination.** Notwithstanding anything herein to the contrary, this Agreement may be terminated before its expiration under the provisions below:

(i) **Termination for Cause.** This Agreement may be terminated by either Party at any time for Cause, as defined below, based on a material breach of a term or condition hereof by the other Party which is not remedied by the breaching Party within twenty (20) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) the failure of Client to make timely payments due under this Agreement;
- (2) the failure of EMS/MC to perform the Services in the manner contemplated herein; and
- (3) any other uncured breach of a material provision of this Agreement by a Party.

5. RESPONSIBILITIES UPON TERMINATION.

(a) Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement and during the notice period that precedes any such termination, EMS|MC will make available to Client (or its authorized representatives) data from EMS/MC's billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the performance of Services by Client or its successor billing representative.

(b) For a period of ninety (90) days following termination of this Agreement, (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts reflecting EMS services that were performed by Client prior to termination, subject to the terms and conditions of this Agreement. During this Wind Down period, EMS/MC shall continue to receive the applicable fee set forth in Section 2(a) for performance of Services and Client will continue to

provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in Section 2(a) for such amounts filed by EMS|MC with respect to Client EMS services performed prior to termination, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC determines that Client has provided inaccurate claim information, EMS|MC shall have no obligation to provide any Services after the date of termination.

6. MISCELLANEOUS BILLING POLICIES.

- (a) Client will not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect; provided that Client reserves the right to directly bill and collect for its expenses in standby transport situations and nothing herein shall render EMS/MC an exclusive provider of Services.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(d) hereof and shall be treated as Net Collections for purposes of Section 2(a).
- (c) To comply with CMS regulations, Medicare patients will not be charged by EMS/MC or Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right to not submit a claim for reimbursement on any patient in which the PCR and/or associated medical records

are incomplete, appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information. EMS/MC shall advise Client of such deficiencies in billing information and provide Client an opportunity to submit supplemental billing, patient or treatment information needed for EMS/MC to process claims for reimbursement.

- (e) Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct in seeking reimbursement for EMS services provided by Client. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any claims that it determines are inappropriate (b) terminate this Agreement. and/or (c) report any suspected misconduct to the appropriate authorities.

7. SOLICITATION OF EMS|MC EMPLOYEES.

During the Term of this Agreement, representatives of the Client who regularly interact with EMS/MC concerning the provision of Services shall not solicit to employ with Client any employee of EMS/MS who performs such Services. If such solicitation occurs, EMS/MC's exclusive remedy for that breach is to provide the Client prompt notice of that development, and for Customer to cure that breach by providing notice of this Section to the offending Customer representative(s) and directing that representative to cease any additional solicitation. Notwithstanding any other provision

herein, nothing shall preclude an employee of EMS/MC, on their own volition, from applying for employment with the Client as a civil servant through processes managed by the Jefferson County Personnel Board, or the Client considering or accepting that application and employing that person through that civil service process.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential ("Confidential Information"), shall remain the sole property of Client and be held in confidence and safekeeping by EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or EMS|MC's or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless and to the extent required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. EMS|MC's obligations of confidentiality for Client Proprietary Information under this Section 8 shall not extend to: (1) information which is already in the possession of EMS|MC and not under a duty of non-disclosure; (2) information which is generally known or revealed to the public through no fault of EMS|MC; (3) information which is revealed to EMS|MC by a third party, unless such party is under a duty of non-disclosure of which EMS|MC is aware; or (4) information that was or is independently developed by EMS|MC without reference to or use of any of the Confidential Information.

In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement regarding obligations for compliance with HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

(a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. In addition to other remedies permitted hereunder, EMS|MC's obligation in the event of billing errors on its part will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible. In the event that the Client makes mistakes or errors in furnishing inaccurate information, failing to supply sufficient information or otherwise not providing EMS/MC the data required herein to bill for EMS services provided by the Client, the Client, if possible, will take actions to correct those mistakes by attempting to furnish supplementary information in a manner that EMS/MC can process a claim and bill for those services.

(b) A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, demand, or otherwise.

(c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, Two Million Dollars (\$2,000,000) (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

(d) To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) three years after the

effective date of termination or expiration of this Agreement; (ii) four years after the date of the underlying medical service or medical transportation service provided by Client to a patient that is the subject of a Claim; or (iii) one year after the expiration of the time in which a payer could bring a claim for overpayment or reimbursement against Client under applicable law. Any Claim not brought within the Claim Time Limit is waived.

(e) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver"). THE PARTIES AGREE AND ACKNOWLEDGE THAT, IN THE EVENT EITHER OF THEM ASSERTS OR MAKES ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER PARTY ARISING FROM AN ALLEGED BREACH OF THIS AGREEMENT OR FAILURE OF EITHER TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT A PARTY MAY RECOVER FROM THE OTHER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT NEITHER OF THEM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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, RESULTING FROM AN ALLEGED BREACH. Notwithstanding, nothing in this provision is intended to affect or limit the extent of EMS/MC's obligations in Section 9(f) below or elsewhere in this Agreement to indemnify the Client for Claims made or asserted against the Client.

(f) Subject to the Claim Time Limit and the Liability Cap set forth in Section 9(c), EMS|MC agrees to defend, indemnify, hold harmless and reimburse the City of Mountain Brook and its respective agents, employees and

officials (hereinafter collectively the "Indemnitees") from all suits, damages, judgments, losses, expenses (including but not limited to, reasonable attorneys' fees, court costs and other litigation costs), liabilities and claims for personal injury (including death) or property damage or loss (hereinafter collectively "Claims") that may be asserted by any patient, payer or other third party against the Indemnitees that are caused, result from or arise out of any of the following: (a) the negligent acts or omissions of EMS/MC (or its employees, contractors or other representatives) in performing the Services; (b) the breach by EMS/MC (or its employees, contractors or other representatives) of its representations or warranties in this Agreement; or (c) or the failure by EMS/MC (or its employees, contractors or other representatives) to perform its obligations under this Agreement.

This indemnity obligation of EMS/MC is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies.

(g) Intentionally deleted.

(h) In any litigation in court regarding any Claim, the prevailing Party shall be entitled to recover from the non-prevailing Party the reasonable costs and expenses incurred by the prevailing Party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, court filing fees, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing Party.

10. GENERAL.

Status of Parties. EMS/MC is an independent contractor of the Client. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection representative of Client under the terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either Party without prior written consent of the other Party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including a Party, or to the purchaser of all or substantially all of the assets of either Party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

To Client:
City of Mountain Brook, Alabama
Attention: Chief Emergency Operations - Fire Department
102 Tibbett Street
Mountain Brook, Alabama 35213

To EMS|MC:
EMS Management & Consultants, Inc.
Laurie O'Quinn
2540 Empire Drive - Suite 100
Winston-Salem, NC 27103

Either Party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of Alabama, notwithstanding any conflicts of law rules to the contrary.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by both Parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

No Third Party Beneficiaries. This Agreement is made only for the benefit of EMS/MC and the City. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

Authority. As additional inducement for the Client to enter this Agreement, EMS/MC further represents as follows: (a) all actions required to be taken by or on behalf of it to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken; and (b) the execution and performance of this Agreement do not constitute

and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which EMS/MC is a party.

Counterparts. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

Immigration Law Compliance. If EMS/MC employs any person or contractor in Alabama in connection with the performance of Services, EMC/MC represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. EMS/MC further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If EMS/MC violates any term of this paragraph, the Agreement will be subject to immediate termination by the Client. To the fullest extent permitted by law, it shall defend, indemnify and hold harmless the Client 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 its failure to fulfill its obligations in this paragraph.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties have caused this Agreement to be executed on behalf of their respective organization.

**EMS MANAGEMENT & CONSULTANTS
INC. (EMS|MC)**

**CITY OF MOUNTAIN BROOK,
ALABAMA (CLIENT)**

By: Allan Legie

By: _____

Print Name: Allan Legie

Print Name: _____

Title: Chief Performance Officer

Title: _____

Date: 7-12-16

Date: _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered by and between the City of Mountain Brook, Alabama, on behalf of its Fire & Rescue Department (hereinafter referred to as "Covered Entity") and EMS Management & Consultants, Inc. (hereinafter referred to as "Business Associate"). The parties individually may be referenced herein as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, in connection with this Agreement, the Parties are entering a Billing Services Agreement (the "Services Agreement") whereby, pursuant to the terms and conditions in that Services Agreement, the Covered Entity is retaining the Business Associate to provide billing and collection services for emergency medical and transport services provided by the Covered Entity;

WHEREAS, in performing their respective responsibilities under the Services Agreement, both Parties will have access to and may exchange certain information that is considered Protected Health Information or Electronic Protected Health Information under applicable law (collectively herein "Protected Health Information");

WHEREAS, the Parties wish to enter into this Agreement to promote compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164) and the "Red Flag Rules" as found at 16 C.F.R. § 681.1 and applicable to creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, pursuant to the Service Agreement the Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate will have access to Protected Health Information in fulfilling its responsibilities under the Service Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity; and

WHEREAS, in the event that Business Associate is engaged to perform any activity in connection with any "covered account" of Covered Entity as defined in 16 C.F.R. § 681.1 (commonly referred to as the "Red Flag Rules" and applicable to any "creditor" or any "service provider" providing any service to such creditor with regard to a covered account), Business Associate agrees to fully adopt and comply with the Red Flag Rules as are currently in effect and as may be promulgated in the future, including but not limited to the adoption of a Red Flag program that is compliant with applicable federal regulations, and to take all necessary and appropriate steps to ensure that its activities are conducted in accordance with the Red Flag Rules designed to detect, prevent and mitigate the risk of identity theft.

WHEREFORE, in consideration of the Parties' covenants hereunder, their mutual obligations under the Services Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, or the Red Flag Rules, the HIPAA Privacy and Security Rules and the Red Flag Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules or the Red Flag Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules or the Red Flag Rules, the provisions of this Agreement shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Effective Date" shall mean the date that this Agreement is last signed below by a Party.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Red Flag Rules" refers to the provisions found at 16 C.F.R. § 681.1 as applicable to financial institutions and creditors subject to the administrative enforcement of the FCRA by the Federal Trade Commission pursuant to 15 U.S.C. § 1681s(a)(1).

The term "Red Flag" has the same meaning as provided within 16 C.F.R. § 681.1(b)(9) and means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended

purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of Protected Health Information or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to take efforts so that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict

disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of The Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

p. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

q. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

r. Business Associate acknowledges that in the event Business Associate violates subsections (k), (l) or (m) hereof, the provisions of section 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner as such provisions apply to Covered Entity.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided to the Covered Entity shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;
3. a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
4. any steps individuals should take to protect themselves from potential harm resulting from the Breach;
5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
6. contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes

available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. WARRANTIES OF BUSINESS ASSOCIATE

Business Associate warrants:

a. That its internal practices, policies, and records relating to the use and disclosure of Protected Health Information will comply with the HIPAA Privacy and Security Rules; and

b. That it will train all of its employees, agents, representatives, and subcontractors on the network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules and the Red Flag Rules prior to permitting such employees, agents, representatives, and subcontractors to be present at any Covered Entity facility and/or to access Covered Entity's computer network(s).

VI. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VII. REQUIRED COMPLIANCE WITH RED FLAG RULES

In the event that Business Associate is engaged to perform an activity in connection with any "covered account" as defined in 16 C.F.R. § 681.1 (as applicable to Covered Entity as a "creditor" and therefore to Business Associate as a "service provider" providing any service to Covered Entity), Business Associate agrees to: (i) fully adopt and comply with the Red Flag Rules currently in effect and as may be promulgated in the future; (ii) adopt a Red Flag program that is compliant with federal regulations as promulgated in 16 C.F.R. § 681.1; and (iii) take all necessary and appropriate steps to ensure that its activities undertaken as a part of this Agreement are conducted in accordance with the Red Flag Rules and its Red Flag program, including, without limitation, ensuring the adoption of and continued compliance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, detecting any Red Flag that may arise during the term of this Agreement, reporting any such Red Flag to Covered Entity, and taking any such further steps as may be necessary to prevent or mitigate identity theft.

VIII. TERM AND TERMINATION

a. Term. The Term of this Agreement shall commence on the Effective Date, and shall terminate upon the later of the following events: (i) in accordance with Section VIII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) ninety (90) days after the expiration or termination of the Services Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Agreements. If termination is not feasible, Covered Entity shall report such violation to the Secretary.

c. Effect of Termination.

1. Except as provided below in paragraph 2. of this subsection, upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

IX. MISCELLANEOUS

a. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, judgments, fines, assessments, awards, liabilities, or other expenses of any kind and nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation, or dispute resolutions, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by Business Associate or subcontractors or agents of Business Associate which Covered Entity may incur by reason of Business Associate's breach of or failure to perform any of its obligations pursuant to this Agreement and/or incurred by or on behalf of Business Associate in connection with the defense thereof.

b. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, or in the Red Flag Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

c. Survival. The obligations of Business Associate under Section VIII(c) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement, and/or the

business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

d. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules or Red Flag Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules, the Health Insurance Portability and Accountability Act, and the Red Flag Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation including, but not limited to, the Red Flag Rules, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules, the Red Flag Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

e. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

f. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between them evidencing their business relationship.

g. Governing Law. To the extent this Agreement is not governed by the HIPAA Privacy and Security Rules, the Red Flag Rules, or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

h. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

i. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules and the Red Flag Rules.

j. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

k. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

l. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

m. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, The HITECH Act, or the HIPAA Regulations will be adequate

or satisfactory for Business Associate's own purpose. Business Associate is solely responsible for all decisions that it makes regarding the safeguarding of PHI and compliance with these rules.

n. Ownership of Information. Covered Entity holds all right, title, and interest in and to the PHI, and Business Associate does not hold and will not acquire any right, title, or interest in or to the PHI or any portion thereof by virtue of this Agreement or by virtue of providing services to Covered Entity,.

o. Right to Injunctive Relief. Business Associate expressly acknowledges and agrees that the breach or threatened breach by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.

p. Counterparts. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, the unsigned, duly authorized representatives of the Parties have executed this Agreement on the day and year written below on behalf of their respective organization.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

**City of Mountain Brook, Alabama, on behalf
of its Fire & Rescue Department**

By: 

By: _____

Title: Chief Performance Officer

Title: _____

Date: 7-14-16

Date: _____

RESOLUTION NO. 2016-095

BE IT RESOLVED that the City Council hereby authorizes the execution of an agreement, in the form as attached hereto subject to such minor changes as may be determined appropriate by parties to said agreements, between the City and Brasfield & Gorrie, LLC for their selective demolition services at the Emmet O'Neal Library to determine existing water penetration conditions identified by Williamson & Associates (Resolution No. 2016-058):

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk



July 11, 2016

Mr. Steve Boone
Assistant City Manager/Director of Finance
City of Mountain Brook, AL
56 Church Street
Mountain Brook, AL 35213

Re: Proposal: Consulting Services – Emmet O’Neal Public Library Alterations

Dear Steve:

Thank you for allowing Brasfield & Gorrie to provide a proposal for consulting services at the Emmet O’Neal Public Library. I have attached a draft Agreement for your review and comment.

Due to the nature of the project, and the limited information currently available, we suggest that B&G be engaged in a phased arrangement. The attached Agreement would cover “Phase 1” in which B&G would work in conjunction with Williamson & Associates to oversee in-situ investigation and select demolition to further understand the water intrusion issues observed by the City. B&G would be compensated for actual hours spent working on the project with a cap not to be exceeded without written authorization from the City. Please note that we would not be performing any of the demolition work with our own forces, but rather, we would facilitate the engagement of specialty contractors to work directly for the City.

The information gathered during Phase 1 would allow Williamson & Associates to further define the project and complete their report with associated repair recommendations, details, and specifications. At that time, the City may extend or modify the proposed Agreement for services related to the procurement and execution of the required repairs specified by Williamson & Associates.

I trust that this proposal meets your expectations. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S B Franklin".

Stephen B. Franklin

Cc Robert McElroy

Whereas, the City of Mountain Brook has observed various water intrusion issues at the Emmett O'Neal Public Library;

Whereas, the City of Mountain Brook has contracted with Williamson & Associates Inc. to provide recommendations, drawings, specifications and details for repair of the observed water intrusion issues;

Whereas, the City of Mountain Brook ("The Owner") desires to retain Brasfield & Gorrie ("The Consultant") for the purpose of assisting the Owner and Williamson & Associates Inc. ("Williamson") with in-situ investigation at the Emmett O'Neal Public Library;

In consideration of the above and this Agreement, the parties agree to be legally bound as follows:

A. Scope of Services

The Consultant will assist the Owner Williamson with on-site testing & investigation of existing conditions. The Consultant will work with Williams and specialty contractors to perform selective demolition so that existing conditions can be identified and Williamson can finalize repair recommendations, details, and specifications. This Agreement is based upon these services to be complete prior to August 31, 2016.

It is anticipated that the Consultant may be retained by Owner for additional services beyond those described above including procurement and oversight of qualified Contractors to perform the necessary final repair work. These additional service are not included as part of this Agreement. If these services are desired by the Owner, this Agreement will be modified accordingly or a new Agreement will be presented.

B. Cooperation and Coordination with Owner and its Consultant(s)

At all times during the course of this Agreement, Consultant shall cooperate fully with the Owner and its other Consultant(s) and shall coordinate its work with each of them.

- Consultant shall respond promptly to requests for information and recommendations from the Owner and its Consultant(s).

C. Compensation and Construction Contract

- Consultant will be paid for consultant services in accordance with the attached Exhibit "A".
- Consultant may cease performing consulting services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the convenience of Consultant. In the event this Agreement is terminated for the convenience of Consultant, Consultant shall not be liable to Owner for any amount or in any manner.
- Owner may cease consulting services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the

convenience of Owner. In the event this Agreement is terminated for the convenience of Owner, Owner shall be liable for only for those services performed through the termination date and those required to terminate and close out this Agreement.

D. Miscellaneous Terms and Conditions

- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- This Agreement and the exhibits, documents, and other Agreements to be furnished or executed in connection herewith supersede all prior negotiations, representations, or Agreements either written or oral.
- No modification to this Agreement shall be effective unless made in writing signed by both Owner and Consultant, unless otherwise provided for herein.
- Consultant shall at all times be an independent consultant and not an employee of Owner, and shall not have (nor represent that it has) authority to bind or commit Owner unless expressly authorized to do so in writing by Owner.
- Consultant shall at all times perform its obligation under this Agreement with professional diligence and in accordance with all known applicable laws, statutes and regulations. Consultant shall promptly notify Owner of any matters of which Consultant becomes aware which could benefit the Project.
- Consultant shall keep confidential and not disclose to any person, firm, or corporation, except to its employees involved in performance of the Services, Owner and its employees, and other Consultants as authorized by Owner in writing, any information related to the Services or the Project, whether written or oral and whether disclosed to it by Owner or derived from third-party sources. Consultant shall issue no public announcement or press release relating to the Project, this Agreement, or any Work Authorization with Owner, without the express prior written permission of Owner.
- Nothing contained in this Agreement shall make Consultant responsible for the design or ultimate performance of the repairs, nor shall Consultant be responsible for the actual construction or implementation of Williamson's design, details, recommendations, or specifications.

Consulting Services Agreement
The City of Mountain Brook
July 11, 2016



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Owner

Consultant

By: _____

By: _____

Title: _____

Title: _____

Exhibit "A" – Compensation Method

A. *Management and Estimating Personnel Expenses*

Management, estimating, supervisory and administrative personnel are to be reimbursed for time our personnel are working on the project (regardless of location) on an hourly basis using the following hourly rates:

• Division Manager	\$180/hr
• Regional Operations Manager	\$180/hr
• Project Executive	\$175/hr
• Senior Project Manager	\$150/hr
• Project Manager	\$130/hr
• Assistant Project Manager	\$110/hr
• Chief Estimator	\$165/hr
• Senior Estimator	\$150/hr
• Estimator	\$125/hr
• Clerical/Administrative	\$76/hr
• Scheduler/Planner	\$150/hr
• Intern/Co-op	\$65/hr
• Superintendent	\$150/hr

Beginning January 1, 2017, the Consultant will be allowed to increase the rates annually each January 1st by five (5%) percent.

B. *Non-personnel Expenses*

Non-personnel expenses (e.g. reimbursable costs, printing, travel, etc.) are to be reimbursed on a Cost plus 10% basis.

C. *Other Contractor Expenses*

It is anticipated that specialty Contractors will be engaged to perform in-place demolition and put-back during the investigative process. It is assumed that this work will be performed directly for the Owner with Brasfield & Gorrie providing consultation. It is not contemplated in this Agreement that the Consultant will perform this work with its own personnel.

D. *Budget for Consultant Costs*

Total billings for personnel and reimbursable expenses shall not exceed \$10,000 without prior written authorization by Owner for services through August 31, 2016. Should the Owner desire consulting services to extend beyond August 31, 2016 or for services beyond those outlined in the Agreement, the Agreement shall be modified or replaced accordingly.

E. Billing Periods

Billings to be prepared on a monthly basis and are to be paid within 20 days of receipt by the Owner.

Elizabeth Center
~~1850 939 9939~~
1850 308 6656

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
BRASFIELD & GORRIE, LLC
DATED JULY 25, 2016**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Brasfield & Gorrie, LLC (“the Contractor”) dated July 25, 2016.

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 1-9 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 25th day of July, 2016.

Brasfield & Gorrie, LLC

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2016-096

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

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

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

Item	Asset	Description	Notes
1	14018	2012 Chevrolet Tahoe (VIN 1GNLC2E03CR295899)	126,684 miles
2		Big Sky long gun rack (S/N 270-4)	
3		2 ea. Garrett Super Scanner metal detectors (Model 1165180)	
4		12 ea. Verizon Moto Droid Maxx XT1080M mobile phones	
5		71 ea. Verizon Samsung SCH-U640 Convoy mobile phones	

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

1. The 2012 Tahoe and Big Sky gun rack shall be conveyed to the Town of Highland Lake in consideration of \$1
2. The metal detectors shall be sold by way of public Internet auction or, if not sold at said auction, discarded
3. The mobile phones shall be sold/traded to Lynx Buyback in consideration of \$311

ADOPTED: This 27th day of July, 2016.

Council President

APPROVED: This 27th day of July, 2016.

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 July 27, 2016, as same appears in the minutes of record of said meeting.

City Clerk



TOWN OF HIGHLAND LAKE

612 Lakeshore Drive

Highland Lake, AL 35121

(205) 625-6407

Email: tnhlndlk@otelco.net

Chief Ted Cook
Mountain Brook Police Department
56 Church Street
Mountain Brook AL 35213

July 10, 2016

Chief Cook,

I understand your department in the process of excessing some equipment that is no longer serviceable to your agency and may be available for transfer or donation to another agency that could extend the service life. My organization is currently funded at a significantly short budget. Operationally I was allocated \$4500.00 for equipment and maintenance over the current FY. Currently we have one vehicle and it is in severe need for service/maintenance however we cannot pull it from service as it is the only vehicle we have. I simply cannot fund a second vehicle. If at all possible I would respectfully request the donation of any retired / excessed vehicle that I may use to provide Police service to the Town of Highland Lake. I would also ask that if there are any weapon locks/racks being excessed that I may be allocated one of these well. Our officers currently have no way of securing a long gun in the vehicle. These donations will have a significant positive impact for our officers and allow us to continue to provide service to our community.

I cannot thank you enough for any relief your organization may be able to provide.

Very Respectfully

Scott F. Kon
Police Chief,
Town of Highland Lake



7048 Midway Terrace, Suite 104
 Crystal Park Business Center
 Ocala, FL 34472
 352.680.0207 office
 352.680.0296 fax
 www.lynxbuyback.com

Purchase Order

Date	P.O. No.
7/5/2016	17274

Vendor	
City of Mountain Brook Gilbert Aban 56 Church St. Mountain Brook, AL 35213	
Vendor Phone	Vendor E-mail
	abang@mtnbrook.org

Ship To
Lynx Buy Back, LLC. 7048 Midway Terrace #104 Ocala, FL 34472

Purchasing Rep.
Justin Wissinger

Item	Description	Qty	Rate	Amount
Verizon Droid Maxx	Working Verizon Moto Droid Maxx XT1080M	12	20.00	240.00
Verizon U640	Working Verizon Samsung SCH-U640 Convoy	71	1.00	71.00

All iPhones must be removed from the Apple ID "find my phone" iCloud feature. Please reference <http://support.apple.com/kb/ts4515> for instructions.
 All Samsung devices must be removed from Samsung and Google account lock.

****ALL DEVICES ON THIS PURCHASE ORDER MUST HAVE THE BALANCE PAID OFF IN FULL OF ANY INSTALLMENT PLAN SUCH AS T-MOBILE'S "JUMP" AT&T'S "NEXT" VERIZON'S "EDGE" and SPRINT'S "EASY PAY" PLAN FOR LYNX BUYBACK TO HONOR THIS QUOTE.****

****FREE SHIPPING****

Quote is valid for 30 days after PO date ;

Phones must have a clean ESN (electronic serial number)

Lynx contact is Justin Wissinger 352.680.0207 justin@lynxbuyback.com

WORKING handsets are defined as the following:
 Power-on , working LCD, speaker, microphone, keypad, charging port and camera when applicable.

ESN/IMEI clear and ready for reactivation.
 BAD COSMO handsets are defined as the following:
 Working handset with severe screen and or case damage.

DEAD handsets are defined as the following:
 Non-working handset (no power, bad LCD etc...)

Lynx BuyBack Quote is for phone, battery, and battery door/cover where applicable. Charger is not required.

All devices received by Lynx BuyBack are cleared of all corporate and personal data and reset to factory default settings.

FULL TERMS & CONDITIONS CAN BE FOUND AT www.lynxbuyback.com

BuyBack Total Value	\$311.00
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**CERTIFICATE OF ELECTION
(WITHOUT OPPOSITION)**

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK, ALABAMA

The undersigned hereby certify that Stewart Welch, III is the only person who has qualified for the elected office of Mayor and has therefore been deemed elected to the office of Mayor of the City of Mountain Brook, Alabama, for the term commencing on the first Monday of November, 2016.

Given under our hands pursuant to the requirements of Sections 11-46-20 et seq. of the Alabama Code of 1975, as amended, this 25th day of July, 2016.

Virginia C. Smith, Council President

William S. Pritchard, III, Council President Pro Tem

Jack D. Carl, Council member

Lloyd C. Shelton, Councilmember

Alice B. Womack, Councilmember

**CERTIFICATE OF ELECTION
(WITHOUT OPPOSITION)**

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK, ALABAMA

The undersigned hereby certify that Virginia Carruthers Smith is the only person who has qualified for the elected office of City Council Place 4 and has therefore been deemed elected to the office of City Council Place 4 of the City of Mountain Brook, Alabama, for the term commencing on the first Monday of November, 2016.

Given under our hands pursuant to the requirements of Sections 11-46-20 et seq. of the Alabama Code of 1975, as amended, this 25th day of July, 2016.

Virginia C. Smith, Council President

William S. Pritchard, III, Council President Pro Tem

Jack D. Carl, Council member

Lloyd C. Shelton, Councilmember

Alice B. Womack, Councilmember

RESOLUTION NO. 2016-099

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (MAX) fiscal 2017 Transit Service Agreement, in the form as attached hereto as Exhibit A (supersedes Resolution No. 2016-039).

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
TRANSIT SERVICES AGREEMENT**

This Transit Services Agreement (“Agreement”) is made and entered into this 25th day of May, 2016, by and between the **BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY** (the “BJCTA”), a public corporation organized under the laws of the state of Alabama and **the CITY OF MOUNTAIN BROOK, ALABAMA** (the “City”), a municipal corporation organized under the laws of the state of Alabama.

Recitals

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

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

WHEREAS, the Act provides that the annual amount to be paid by the City shall be certified by the BJCTA to the Jefferson County Tax Collector for its collection and payment; and

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

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

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

Agreement

1. The BJCTA agrees to provide transit services to the City for the fiscal year commencing on October 1, 2016 (the “Effective Date”) and ending on September 30, 2017 (the “Fiscal Year”). Such Transit Services shall be provided on such routes and schedules (“Transit Services”) as set forth in Attachment A, attached hereto and incorporated herein by reference. The provision of transportation services contemplated by this Agreement is contingent upon the BJCTA’s continued receipt of state and/or federal funding to provide public transportation services.

7. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (f) action by any governmental authority such as curfews or imposition of Marshall Law; (g) national or regional emergency affecting bus services; (h) strikes or labor stoppages by BJCTA's employees; (i) shortage of adequate power or telecommunication facilities; (a "Force Majeure Event"). The Party suffering a Force Majeure Event shall give written notice within thirty days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

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

9. Either Party's delay in enforcing or exercising or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that Party thereafter from enforcing each and every provision or right of this Agreement. Any express waiver of any obligation by either Party in any one instance shall not limit or waiver in any other instance.

10. All provisions, terms, and conditions of this Agreement shall be deemed severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Alabama or any federal statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Agreement shall be construed and interpreted to provide for maximum enforceability under applicable law.

11. In performance of the City's obligations pursuant to this Agreement and pursuant to federal, state, and local law, the City agrees to comply with all applicable provisions of federal, state, and local laws, regulations, including but not limited to all Federal Transit Administration ("FTA") laws, rules, regulations, directives, as amended and all amendments to FTA's Grant Cooperative Agreement and its Master Agreement that may be subsequently adopted, as applicable to the Agreement to the maximum extent feasible, unless FTA provides otherwise in writing.

12. This Agreement shall be governed by the laws of the state of Alabama.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives.

**BIRMINGHAM-JEFFERSON COUNTY
TRANSIT AUTHORITY**

By: _____
It's Interim Executive Director

ATTEST:

**CITY OF MOUNTAIN BROOK,
ALABAMA**

City Clerk

By: _____
It's Mayor

ATTACHMENT A

TRANSIT SERVICES

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Old Leeds Ln & Stoneriver	Belle Meade & Rockhill
8:05	8:08	8:15	8:20	8:30	8:55

WEEKDAY INBOUND					
G	H	E	D	C	A
Brookwood & Westbury	Crosshill Rd & Rockhill Rd	Old Leeds Ln & Stoneriver	Church & Euclid	Highland Ave & 26th St	Central Station
2:48	2:51	3:00	3:23	3:30	3:46

PM times are in **bold**.

How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page, left to right.
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- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.

All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:

- New Year's Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

MAX will operate the "Saturday" schedule on the following days:

- Martin Luther King, Jr. Day
- Memorial Day
- Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101
 Information Hours: 6:00 am – 9:00 pm, Monday-Saturday
 Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



50 CHEROKEE BEND

Effective February 1, 2015

Locations Served:

Downtown Birmingham

UAB

Kirklin Clinic

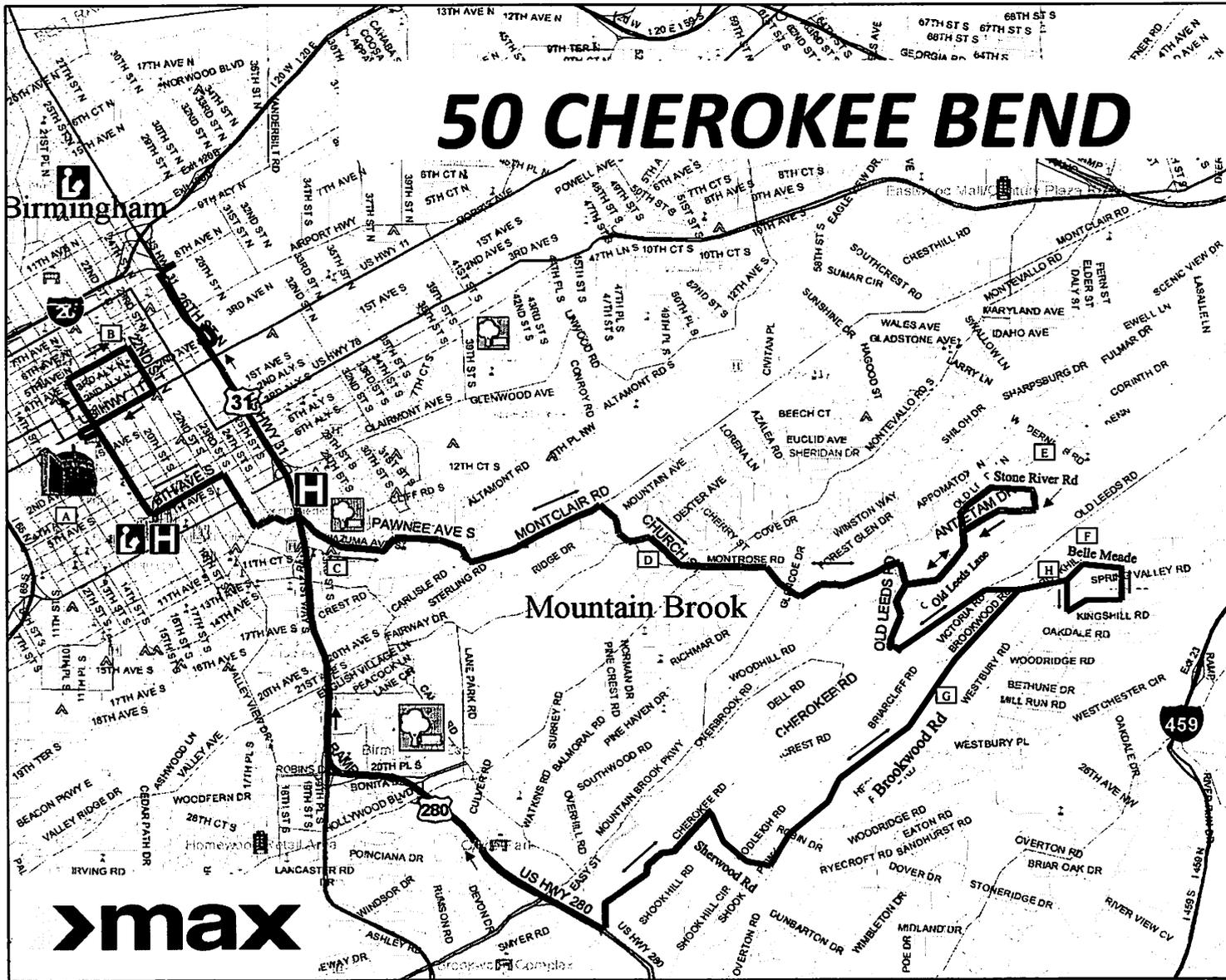
Downtown Mountain Brook

Mtn. Brook Country Club

Hwy 280

FOR INFORMATION CALL: 521-0101
 OR VISIT OUR WEBSITE www.bjcta.org

50 CHEROKEE BEND



FARES & PASSES

Drivers do not carry change.
Please have exact fare or a pass.

Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00

*Senior citizens that are 62+, persons with disabilities,
and Medicare card holders ride for half fare*

Please observe these regulations while on the bus:

- ◆ Please let others exit before boarding.
- ◆ Front seats are reserved for the elderly & disabled.
- ◆ Never extend arms or other objects out of window.
- ◆ Use handrails and remain seated while the bus is in motion.
- ◆ Eating and smoking are not allowed.
- ◆ Radios with listening devices (earplugs, headphones) are allowed.
- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Overcrest & Cherokee	Stoneridge & Overton
7:53	7:56	8:11	8:21	8:41	9:05

WEEKDAY INBOUND					
F	E	G	D	C	A
Stoneridge & Overton	Overcrest & Cherokee	Euclid & Montevallo	Church & Euclid	Highland Ave & 26th St	Central Station
2:40	2:56	3:08	3:12	3:23	3:30

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 Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



50 HERMITAGE

Effective February 1, 2015

Locations Served:

Downtown Birmingham

UAB

Kirklin Clinic

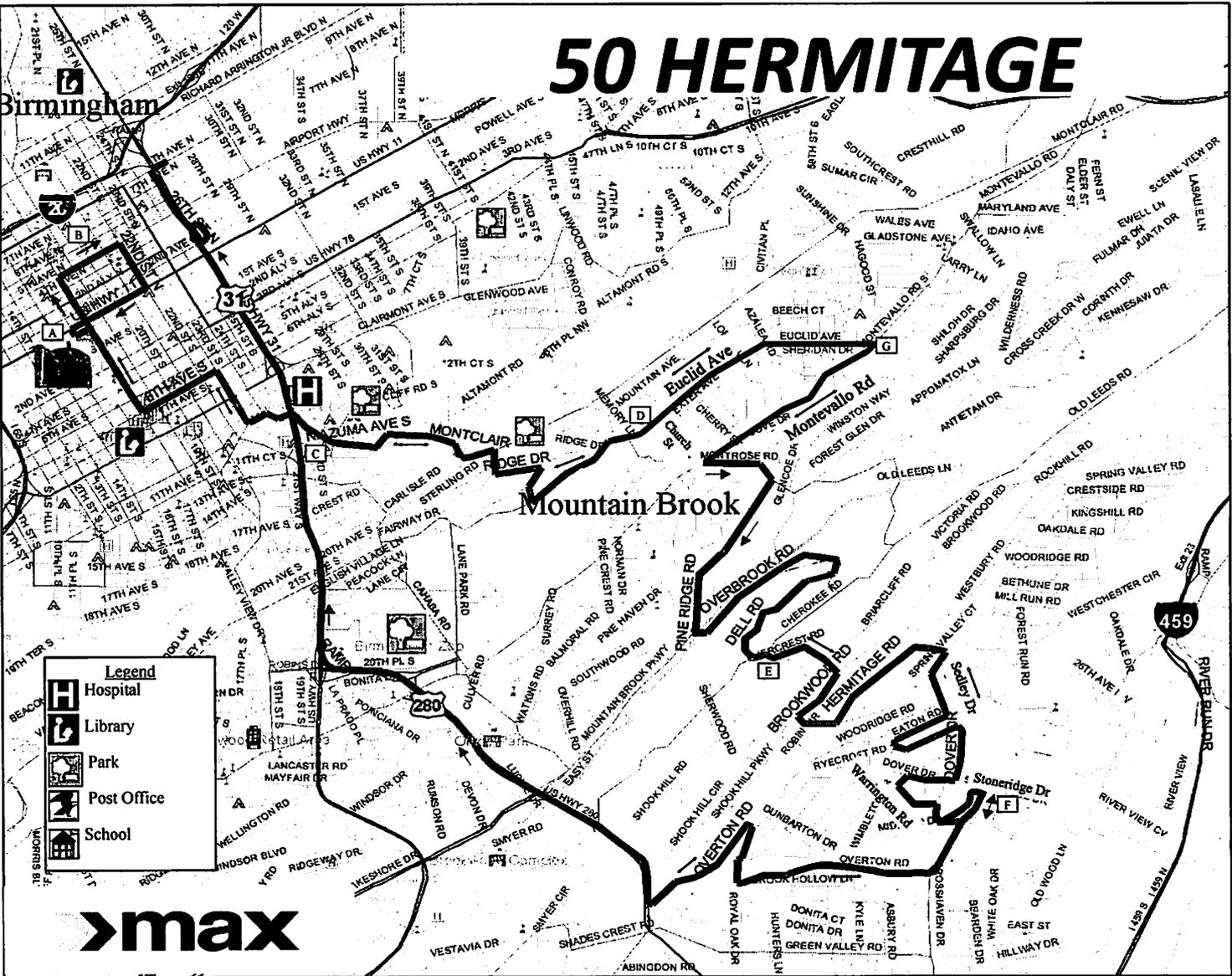
Erskine Ramsey Park

Downtown Mountain Brook

Publix

Hwy 280

FOR INFORMATION CALL: 521-0101
 OR VISIT OUR WEBSITE www.bjcta.org



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WEEKDAY OUTBOUND							
A	B	C	D	E	F	G	H
Central Station	5th Ave N & 19th St	English Village	Mtn. Brook Cahaba & Montevallo	Overhill & Canterbury	Overton & Locksley	Caldwell Mill Road	Overton & Hwy 280
8:07	8:10	8:31	8:34	8:38	8:55	9:06	9:16

WEEKDAY INBOUND								
A	B	G	I	F	E	D	C	A
Central Station	5th Ave N & 19th St	Caldwell Mill Road	Green Valley & Royal Oaks	Overton & Locksley	Overhill & Canterbury	Mtn. Brook Cahaba & Montevallo	English Village	Central Station
2:27	2:30	2:50	2:54	3:02	3:17	3:22	3:25	3:57

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max

51 CAHABA

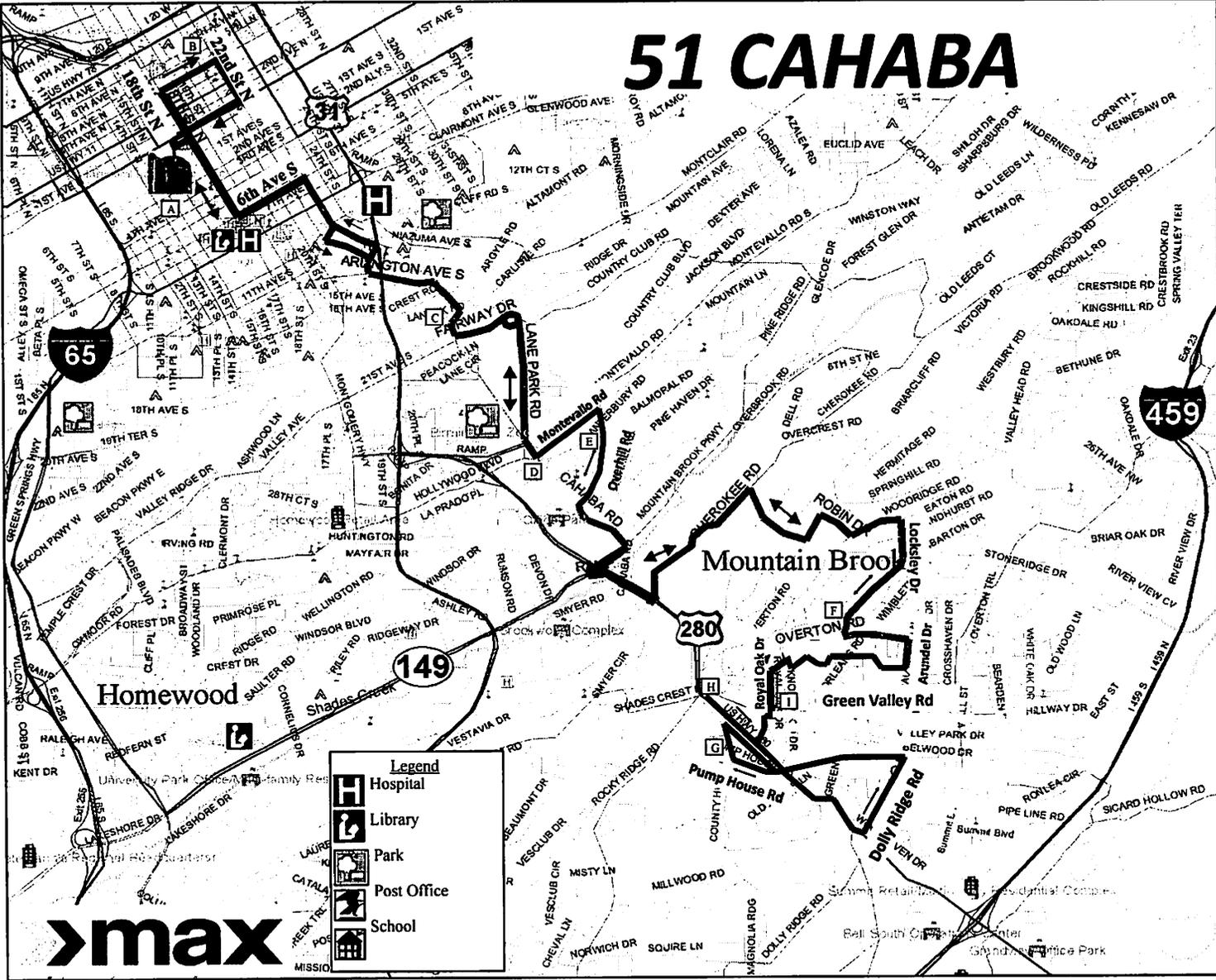
Effective February 1, 2015

Locations Served:

**Downtown Birmingham
UAB
Kirklin Clinic
Birmingham Botanical Gardens
Birmingham Zoo
Downtown Mtn. Brook
Whole Foods Market
Hwy 280
English Village**

**FOR INFORMATION CALL: 521-0101
OR VISIT OUR WEBSITE www.bjcta.org**

51 CAHABA



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BIRMINGHAM JEFFERSON COUNTY TRANSIT AUTHORITY



OPERATING BUDGET FISCAL YEAR 2017





BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
2121 Reverend Abraham Woods Jr. Blvd. ♦ Suite 500 ♦ Post Office Box 10212
Birmingham, Alabama 35202-0212
Phone (205) 521-0161 ♦ Fax (205) 252-7633 ♦ www.bjcta.org

May 19, 2016

TO: Members of the Board

Re: Highlights of the Proposed FY2017 Budget

1. Operators Related: There is a total increase of eight (8) employees from the FY2016 budget to the FY2017 budget. Five (5) of these employees will be Fixed Route Operators and three (3) will be Paratransit Operators.
2. The cost per service hour increases from \$62.50 to \$73.96. This will include the capital portion for each municipality. Last year the municipalities had the option whether to pay for capital purchases or not.
3. \$450,000.00 is being budgeted for General Contingency-Intermodal
4. Legal Fees will increase by \$17,292.00 from FY 16 Midyear due to Transit Orient Development (TOD).
5. Planning Activities will be \$485,000.22 for FY 17 due to Intermodal; BRT and AVL System. This is a decrease of \$ 15,000.00 from the FY 16 Midyear.
6. Professional Services in Planning and Development will remain at \$800,000.00 for Route Optimization. (AVL).
7. Utilities and the "move back" to the Intermodal had a significant increase of \$215,636.00 from FY 16 Midyear
8. Insurance will increase on our property due to the Intermodal- Estimated increase of \$315,285.00.
9. Reinstate the Mobile Food Market for \$195,000.00. The plans are to take the passengers to local markets.
10. In Marketing, adding more funds due to the opening of Intermodal (Marketing Consulting and Community Outreach as well as Advertising-\$94,400.00).
11. Maintenance Equipment Repair Parts & Material increase by \$596,770.00 due to aging fleet and warranty expiration.
12. Security Services as a whole (Loomis, guards, alarm, and off duty police) will increase, due to Intermodal, by to \$339,246.00.



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Birmingham, Alabama 35202-0212
Phone (205) 521-0161 ♦ Fax (205) 252-7633 ♦ www.bjcta.org

May, 19, 2016

Members of the Board of Directors
Birmingham-Jefferson County Transit Authority

It is once again a pleasure to submit the proposed fiscal year 2017 budget for the Birmingham-Jefferson County Transit Authority (BJCTA), aka MAX Transit.

As you are aware, BJCTA currently provides Fixed-Route and Paratransit services to Jefferson County and the citizens of Birmingham, Bessemer, Midfield, Homewood, Hoover, Mountain Brook, Tarrant and Vestavia Hills. The Authority continues to appreciate its regional partnership with the Metropolitan Planning Organization (MPO), Regional Planning Commission of Greater Birmingham (RPC), state and local governments, non-profit and private sector organizations within the metropolitan Birmingham and Jefferson County areas, and the general public. Our goal for 2017 is "Refine, Refocus, Rebuild."

BJCTA's vision is simple. The BJCTA is to be recognized as the most viable, regional mobility system in the United States. Our mission is to provide safe, reliable, and excellent transit and other mobility services that contribute to the region's economy, vitality, and sustainability. Our core values are attitude, integrity, teamwork, quality, and excellence.

In order to achieve our transportation vision and goals for our region, the BJCTA will have to acquire additional funding during these tight economic times. In addition to the funding received annually via our regular allocation and revenue sources, the Authority's mission is to seek ways to increase our ridership, research additional grants, and increase our advertising as well as developing other revenue sources. In the past and currently, the agency has and will continue to be good stewards of taxpayer funds.

BJCTA wants to be an economic engine in this region that will encourage economic growth and development and provide viable transit service.

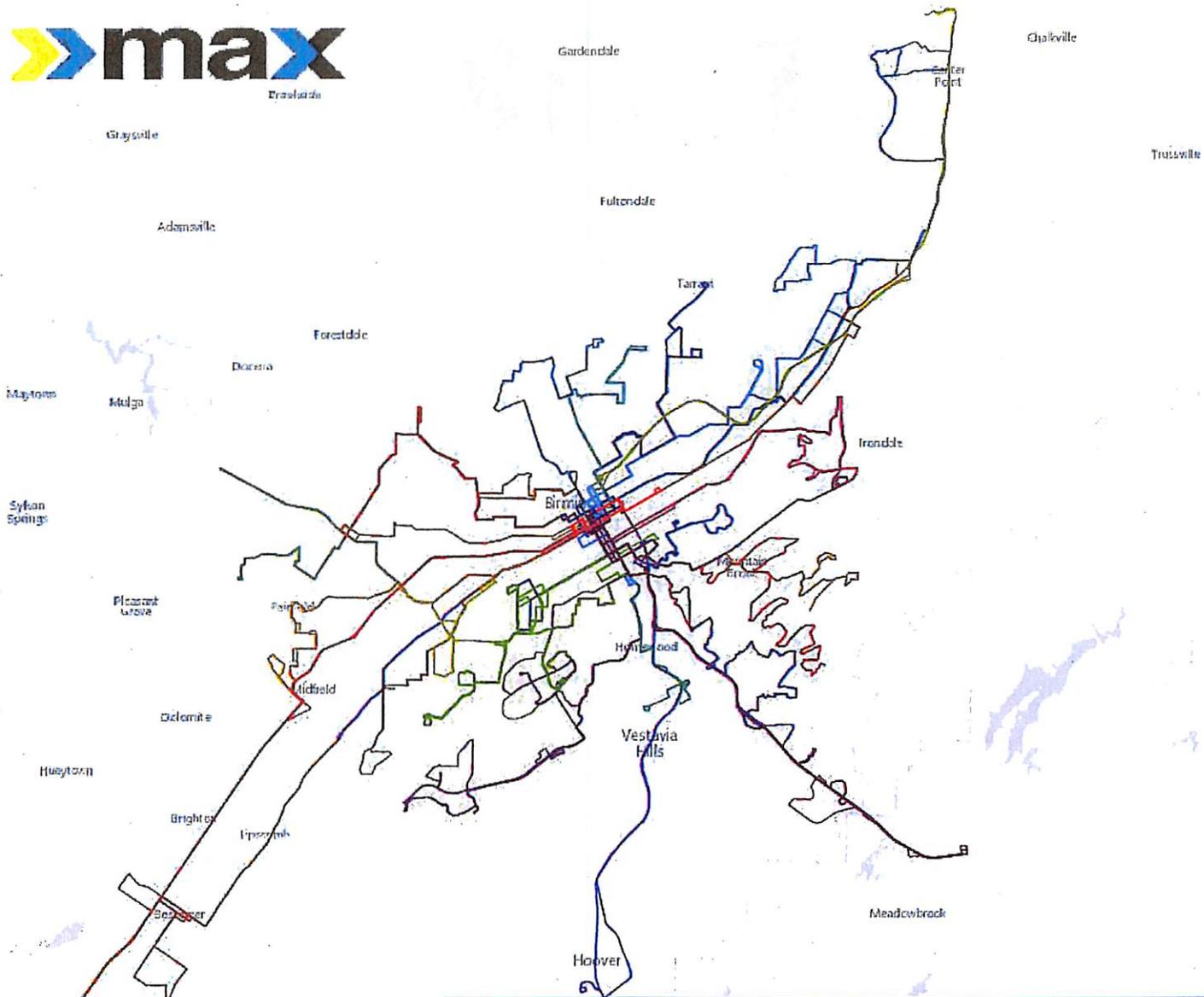
Thank you for the opportunity to submit this proposed budget

A handwritten signature in black ink, appearing to read 'Barbara Murdock'.

Barbara Murdock
Interim Executive Director

A handwritten signature in blue ink, appearing to read 'Karen Jacobs'.

Karen Jacobs
Interim Director of Finance



Birmingham Jefferson County Transit Authority Service Area

Fixed Routes

- 1- South Bessemer
- 3-Jefferson/Wenonah
- 5- Ensley/Wylam
- 6- Pratt/ Ensley
- 8- Sixth Avenue South
- 12- Highland
- 14- Idlewild-Palisades/ Express- Robert Jemison
- 17- Eastwood Mall
- 18- Fountain Heights
- 20- Airport/Penfield/Zion City
- 22- Tarrant City
- 23- North Birmingham
- 25- Center Point
- 26- Jefferson State

- 28- South East Lake/ Roebuck
- 31- Highway 31 South
- 38- Graymont/ Ensley
- 39- Homewood/Wildwood
- 40- Fairmont
- 41- Fairfield
- 42- Brookwood Mall/ 43 Birmingham Zoo
- 44- Montclair
- 45- Bessemer
- 48- South Powderly
- 50- Cherokee Bend (502)
- 50-Heritage (504)
- 51 Cahaba
- 280 Highway 280

Express Services

- 1- Express Jefferson Ave/40th St
- 45 Express- Western Hills Mall
- 72 Express

Shuttle/Neighborhood Circulators

- 205- Airport Shuttle
- 95- West End Shuttle
- 96- Titusville Shuttle

Commuters

- 201-280 Commuter

Dart

- 90-Dart Blue Line/ North-South
- 91-Dart Red Line/ East-West Dart
- 92-Green Line/ Southside Loop

Total 38 Routes

Funding Sources

MAX utilizes the following funding sources in addition to the fare revenue generated to support its operating and capital budgets:

Ad Valorem Revenue

The primary funding source of local operating assistance was established by Act 87-449 of the Alabama State Legislature. Under this act, the City of Birmingham is required to pay an amount equal to 10% of the ad valorem tax collected for Jefferson County on property within the municipality. Jefferson County is required to contribute 5.5% of the first \$18,181,819 of ad valorem taxes collected and 2.5% of ad valorem taxes collected in excess of that amount within the city limits of all municipalities. Other participating municipalities served by the Authority are required to contribute based on cost per hour formula times the number of service hours provided.

49 USC Section 5307 Urbanized Area Formula Program Funds

Congress appropriates funds for FTA programs annually and Urbanized Area Formula Program funds are apportioned annually by FTA. A 20% local match is required. These funds may be used for rolling stock (vehicle purchases), capital projects, 1% of apportionment is required for transit enhancements and 1% of the apportionment is required for safety and security. Preventive maintenance, project administration and 10% of the apportionment for paratransit service are the only allowable operating expenses.

49 USC Section 5309/5339 Bus and Bus Facilities

This FTA apportionment program provides funding to states and transit agencies through a statutory formula to construct bus related capital equipment. Typically these funds are used for bus replacement or facilities projects. Funds can only be used for capital projects authorized by the approved application and require a 20% local match.

Congestion Mitigation Air Quality (CMAQ)

Federal Congestion Mitigation Air Quality (CMAQ) funds are a federally sponsored flexible funding program. The funding is transferred from the Federal Highway Administration and then administered through the Federal Transit Administration. The CMAQ funding is provided for a period of three (3) years.

Local Funding

Participating municipalities often contribute local matching funds for operating projects or capital projects in their area. These local funds are leveraged to receive Federal funds available to BJCTA. The Ad Valorem revenues received are a major source of the local funding. In addition, a portion beer tax revenues and proceeds earned from the Birmingham Racing Commission are locally mandated revenues; however, in recent years, no funds have been received from the Birmingham Racing Commission.

Birmingham Jefferson County Transit Authority Board of Directors

Dr. Patrick Sellers
Chairman
Jefferson County

Emma Tolbert
Director
Birmingham

Andrew Edwards
Director
Vestavia Hills

Patricia Henderson
Vice Chair
Birmingham

Frank Topping
Director
Birmingham

Johnnye Lassiter
Director
Bessemer

Bacarra Mauldin
Secretary
Birmingham

Adam Snyder
Director
Birmingham

Reginald Jeter Esq.
Director
Hoover



Detail Operating Revenues

	FY 2016 Projected Revenue	FY17 Projected Budget	Amount Change
Operating			
Fixed Route Farebox	2,082,495	2,090,390	7,895
Dart Trolley	27,927	20,032	(7,895)
VIP Pass Sales	185,238	185,238	-
Total Operating	2,295,660	2,295,660	-
Non-Operating			
Birmingham - Fixed Route & VIP	10,800,000	15,682,425	4,882,425
Hoover	63,933	83,733	19,800
Fairfield	348,275	-	(348,275)
Vestavia Hills	72,805	93,773	20,968
Center Point	68,331	80,909	12,578
Midfield	116,363	137,783	21,420
Homewood	293,087	347,037	53,951
Mountain Brook	103,765	122,866	19,101
Tarrant	22,735	26,921	4,186
Bessemer	555,330	715,270	159,940
Local Share Grant Revenue	2,692	-	(2,692)
Local Assistance	12,447,315	17,290,717	4,843,402
Ad Valorem			
Jefferson County	2,589,947	2,589,947	(0)
Birmingham	3,632,112	3,632,112	(0)
Beer Tax	2,000,000	2,000,000	0
Local Mandate	8,222,059	8,222,059	(0)
Investment Interest	23,400	15,000	(8,400)
Investment Interest	23,400	15,000	(8,400)
Alternate Fuel Credit	634,283	-	(634,283)
Advertising	39,787	35,000	(4,787)
Commissions	32,921	29,000	(3,921)
Other Revenues	4,571	2,240	(2,331)
Rental Income	-	41,500	41,500
Gain/Loss on Disposition of Assets	-	-	-
Other Revenue	711,562	107,740	(603,822)
FTA Reimbursements - Project Admin	95,923	76,600	(19,323)
FTA Reimbursements-Capital	258,189	3,761,696	3,503,507
FTA Reimbursements - TDP	453,978	-	(453,978)
FTA Reimbursements - Preventative Mtn.	7,377,012	6,660,723	(716,289)
Federal Assistance	8,185,102	10,499,019	2,313,917
Total Non-Operating	29,589,438	36,134,535	6,545,097
Total Revenue	31,885,098	38,430,195	6,545,097

Summary of Revenues

	FY16 Projected	FY17 Budget	Amount Change
Fares	2,295,660	2,295,660	-
Local Assistance	11,762,793	17,290,717	5,527,924
Ad Valorem	6,903,889	6,222,059	(681,830)
Investment Interest	23,000	15,000	(8,000)
Other Revenue (Commission & Advertising)	77,279	66,240	(11,039)
Rental Income	-	41,500	41,500
Beer Tax	2,000,000	2,000,000	0
Federal Assistance	8,185,102	10,499,019	2,313,917
Total Revenues Budget	\$ 31,247,723	\$ 38,430,195	\$ 7,182,472

Summary of Operating Expenses

Department	FY16 Projected	FY17 Budget	Amount Change
Executive	1,934,612	2,738,456	803,844
Administration & Risk	853,317	1,052,681	199,365
Transportation	16,937,128	17,744,044	806,916
Safety	845,976	1,216,329	370,353
Maintenance	8,169,726	9,667,222	1,497,496
Planning & Development	1,117,885	1,187,926	70,041
Marketing	423,050	500,450	77,400
Finance	385,950	460,753	74,803
Grants & Procurement	310,195	485,343	175,148
Governmental Affairs	124,992	125,000	8
Customer Service	779,767	957,187	177,420
Mobile Food Market	2,500	195,000	192,500
Total Operating Expense Budget	31,885,098	\$ 36,330,391	\$ 4,445,293.49

Summary of Capital Projects-Local Match

	FY17 Budget
Replace Supervisors Vehicles	72,407
Shelter & Signage	21,908
Purchase CNG 40 ft Buses	1,447,875
IT Equipment	66,359
Office Furniture	56,000
Tiger 7 BRT	435,255
Total Revenues Budget	\$ - \$ 2,099,804

Combined

Department	Proposed FY2017 Budget
Operating	36,330,391
Capital	2,099,804
Total Combined Budget	\$ 38,430,195

BJCTA
 Net Project Cost Allocation
 5/9/2016

			<u>Rate per Hour</u>
<u>Project Expenses</u>			
FY17 Operating Expenses		\$ 36,330,391.00	\$ 155.40
FY17 Local Share Capital Projects		\$ 2,099,803.80	\$ 8.98
Total Project Cost		\$ 38,430,194.80	\$ 164.38
<u>Operating Revenues</u>			
Passenger Fares		\$ 2,295,660.00	\$ 9.82
<u>Federal Grant Revenues</u>			
FTA Urbanized Area Formula Program	\$ 7,010,444.00		
FTA Bus/Bus Facilities / CMAQ/PA	\$ 3,488,575.00	\$ 10,499,019.00	\$ 44.91
<u>Local Statutory Funding</u>			
<u>Ad Valorem Revenue</u>			
Jefferson County	2,589,946.82		
Birmingham	3,632,111.85		
Bessemer	0.00		
Homewood	\$ -		
Fairfield	\$ -		
Mountain Brook	\$ -		
Tarrant	\$ -	\$ 6,222,058.67	
Jefferson County Beer Tax		\$ 2,000,000.00	
		\$ -	\$ 8,222,058.67
			\$ 35.17
<u>Rental Income from Intermodal</u>			
Greyhound		\$ 16,500.00	
Amtrack		\$ 25,000.00	\$ 41,500.00
			\$ 0.11
<u>Other Revenue Funding</u>			
		\$ -	
		\$ -	\$ 81,240.00
			\$ 73.96
		Unfunded Service Balance \$ 17,290,717.13	

Funding Partners
Route Service Hours Allocation

	Hours of Service	Percent of Total System
Birmingham	212,047	90.70%
Homewood	4,692	2.01%
Bessemer	9,671	4.14%
Midfield	1,863	0.80%
Center Point	1,094	0.47%
Mountain Brook	1,661	0.71%
Tarrant	384	0.16%
Hoover	1,132	0.48%
Vestavia Hills	1,268	0.54%
	233,793	100.0%
<u>Service Contract Hours</u>		
Total System Hours	233,793	

	Share of Service Cost Deficit		Total
	Operating	Capital	
\$	13,777,934.23	\$ 1,904,491.06	\$ 15,682,425.30
\$	304,892.72	\$ 42,144.60	\$ 347,037.32
\$	628,406.92	\$ 86,863.19	\$ 715,270.11
\$	121,050.28	\$ 16,732.49	\$ 137,782.78
\$	71,083.74	\$ 9,825.74	\$ 80,909.48
\$	107,944.83	\$ 14,920.93	\$ 122,865.56
\$	23,651.26	\$ 3,269.26	\$ 26,920.52
\$	73,564.53	\$ 10,168.65	\$ 83,733.17
\$	82,385.02	\$ 11,387.88	\$ 93,772.90
\$	15,180,913.33	\$ 2,099,803.80	\$ 17,280,717.13

Executive Administration

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
10	5010217601	Other Salaries - Executive	354,978.47	369,834.00	14,855.53	14,855.53
10	5020117601	Employer FICA Tax - Executive	27,155.86	29,587.00	2,431.14	2,431.14
10	5020217601	Pension Expense - Executive	24,748.93	18,492.00	(6,256.93)	(6,256.93)
10	5020317601	Health Insurance - Executive	49,271.52	65,152.00	15,880.48	15,880.48
10	5020417601	Unemployment Taxes - Executive	613.61	1,508.00	894.39	894.39
10	5020517601	Life Insurance - Executive	2,585.95	3,646.00	1,060.05	1,060.05
10	5020817601	Worker's Compensation Insurance - Executive	7,993.03	6,661.00	(1,332.03)	(1,332.03)
10	5021417603	Relocation Expense	20,000.00	10,000.00	(10,000.00)	(10,000.00)
10	5030317601	Legal Services - Executive	382,708.00	400,000.00	17,292.00	17,292.00
10	5030317602	Architect & Engineering Services	3,800.00	10,000.00	6,200.00	6,200.00
10	5030317603	Software Technical Support-Executive	266.00	500.00	234.00	234.00
10	5030317607	Professional & Technical Services - Executive	58,140.00	60,000.00	1,860.00	1,860.00
10	5030317612	Legal Travel	40,000.00	40,000.00	-	-
10	5030417601	Temporary Labor	0.00	-	-	-
10	5039917603	Equipment Maintenance - Labor - Executive	9,103.42	5,000.00	(4,103.42)	(4,103.42)
10	5039917605	Printing & Copying - External - Executive	6,842.40	5,000.00	(1,842.40)	(1,842.40)
10	5021417605	General Contingency	0.00	450,000.00	450,000.00	450,000.00
10	5049917602	General Office Supplies - Executive	7,500.00	5,000.00	(2,500.00)	(2,500.00)
10	5049917606	Minor Equipment - Executive	7,500.00	5,000.00	(2,500.00)	(2,500.00)
10	5049917607	Medical Supplies - Executive	100.00	100.00	-	-
10	5049918102	General Office Supplies - Board	500.00	1,000.00	500.00	500.00
10	5060117601	Insurance - Property & Liability	189,898.21	485,183.00	315,284.79	315,284.79
10	5060118102	Insurance - Public Officials	36,406.75	37,775.00	1,368.25	1,368.25
10	5090117601	Dues & Subscriptions - Executive	43,533.96	42,000.00	(1,533.96)	(1,533.96)
10	5090118101	Dues & Subscriptions - Board	200.00	200.00	-	-
10	5090217601	Travel - Executive	17,872.27	10,000.00	(7,872.27)	(7,872.27)
10	5090217602	Per Diem - Executive	7,906.38	3,500.00	(4,406.38)	(4,406.38)
10	5090217603	Meetings, Seminars & Training - Executive	37,776.00	35,000.00	(2,776.00)	(2,776.00)
10	5090218101	Travel - Board	38,534.00	40,000.00	1,466.00	1,466.00
10	5090218102	Per Diem - Board	20,109.00	18,000.00	(2,109.00)	(2,109.00)
10	5090218103	Meetings, Seminars & Training - Board	40,368.00	40,368.00	-	-
10	5090218105	Planning Activities	500,000.00	485,000.00	(15,000.00)	(15,000.00)
10	5090617601	Fines & Penalties	100.00	100.00	-	-
10	5099917601	Postage & Courier Services-Executive	250.00	500.00	250.00	250.00
10	5099917602	Other Miscellaneous - Executive	100.00	250.00	150.00	150.00
10	5099917609	Moving Expenses	15,000.00	50,000.00	35,000.00	35,000.00
10	5099918101	Postage & Courier Service - Board	50.00	100.00	50.00	50.00
10	5121217601	Leases & Rentals	2,700.00	4,000.00	1,300.00	1,300.00
		Executive Total	1,934,611.76	2,738,456.00	\$ 803,844.24	803,844.24

Administration and IT

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
15	5010216701	Other Salaries - Admin. & Risk	188,298.00	215,222.00	26,924.00	26,924.00
15	5010217001	Other Salaries - IT	136,405.53	220,450.00	84,044.47	84,044.47
15	5020116701	Employer FICA Tax - Admin. & Risk	15,063.84	14,621.00	(442.84)	(442.84)
15	5020117001	Employer FICA Tax - IT	9,105.40	17,636.00	8,530.60	8,530.60
15	5020216701	Pension Expense - Admin. & Risk	9,415.00	9,556.00	141.00	141.00
15	5020217001	Pension Expense - IT	5,690.87	11,023.00	5,332.13	5,332.13
15	5020316701	Health Insurance - Admin. & Risk	44,633.50	86,828.00	42,194.50	42,194.50
15	5020317001	Health Insurance - IT	38,113.85	75,079.00	36,965.15	36,965.15
15	5020416701	Unemployment Taxes - Adm & Risk	715.88	1,886.00	1,170.12	1,170.12
15	5020417001	Unemployment Taxes - IT	536.90	1,508.00	971.10	971.10
15	5020516701	Life Insurance - Admin. & Risk	1,526.19	2,181.00	654.81	654.81
15	5020517001	Life Insurance - IT	1,194.84	1,999.00	804.16	804.16
15	5020816701	Worker's Compensation Insurance - Admin. & Risk	7,974.36	7,881.00	(93.36)	(93.36)
15	5020817001	Workers Compensation - IT	5,980.74	5,911.00	(69.74)	(69.74)
15	5021016701	Transitional Reinsurance - ACA	13,019.60	20,000.00	6,980.40	6,980.40
15	5021316701	Uniforms & Wearing Apparel - Admin & Risk	250.00	150.00	(100.00)	(100.00)
15	5021317001	Uniforms & Wearing Apparel - IT	1,000.00	250.00	(750.00)	(750.00)
15	5021416701	Employee Wellness	4,500.00	6,100.00	1,600.00	1,600.00
15	5030316701	Legal Services-Admin & Risk	0.00	250.00	250.00	250.00
15	5030316703	Software Technical Support - Adm & Risk	125.00	100.00	(25.00)	(25.00)
15	5030316704	Medical Services	45,086.00	65,000.00	19,914.00	19,914.00
15	5030316705	Human Resources Services	18,000.00	15,000.00	(3,000.00)	(3,000.00)
15	5030316707	Professional & Technical Services - Adm & Risk	15,000.00	6,000.00	(9,000.00)	(9,000.00)
15	5030317003	Software Technical Support - IT	10,000.00	3,000.00	(7,000.00)	(7,000.00)
15	5030317006	Computer & Data Services - IT	177,250.00	125,000.00	(52,250.00)	(52,250.00)
15	5030317007	Professional & Technical Services - IT	15,000.00	15,000.00	0.00	-
15	5030416701	Temporary Labor - Admin. & Risk	5,000.00	15,000.00	10,000.00	10,000.00
15	5039916703	Equipment Maintenance - Labor - Admin & Risk	125.00	250.00	125.00	125.00
15	5039916705	Printing & Copying - External - Adm & Risk	1,500.00	250.00	(1,250.00)	(1,250.00)
15	5049916701	Printing Supplies - Admin & Risk	5,000.00	5,000.00	0.00	-
15	5049916702	General Office Supplies - Admin & Risk	3,000.00	1,500.00	(1,500.00)	(1,500.00)
15	5049916706	Minor Equipment - Adm & Risk	300.00	350.00	50.00	50.00
15	5049917002	General Office Supplies - IT	500.00	500.00	0.00	-
15	5049917006	Minor Equipment - IT	7,500.00	7,000.00	(500.00)	(500.00)
15	5049917801	Printing Supplies - IT	15,000.00	25,000.00	10,000.00	10,000.00
15	5050217006	Satellite & Cable Services - IT	360.00	400.00	40.00	40.00
15	5090116701	Dues & Subscriptions - Adm & Risk	1,000.00	750.00	(250.00)	(250.00)
15	5090117001	Dues & Subscriptions - IT	500.00	500.00	0.00	-
15	5090216701	Travel - Admin. & Risk	1,200.00	1,500.00	300.00	300.00
15	5090216702	Per Diem - Admin. & Risk	600.00	750.00	150.00	150.00
15	5090216703	Meetings, Seminars & Training - Admin. & Risk	5,000.00	4,000.00	(1,000.00)	(1,000.00)
15	5090217001	Travel - IT	3,500.00	2,500.00	(1,000.00)	(1,000.00)
15	5090217002	Per Diem - IT	1,000.00	1,250.00	250.00	250.00
15	5090217003	Meeting, Seminars & Training - IT	1,000.00	1,500.00	500.00	500.00
15	5090816701	Legal Advertising - Admin. & Risk	16,336.00	19,000.00	2,664.00	2,664.00
15	5099916701	Postage & Courier Services	500.00	500.00	0.00	-
15	5099916703	Educational - Tuition Reimbursement	15,500.00	35,000.00	19,500.00	19,500.00
15	5099916704	Interview Expenses	5,000.00	2,500.00	(2,500.00)	(2,500.00)
15	5099917001	Postage & Courier Service - IT	10.00	50.00	40.00	40.00
		Total Admin & Risk and IT	853,316.50	1,052,681.00	199,364.50	199,364.50

Transportation Administration

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
20	5010201101	Other Salaries - Transportation Admin	130,340.20	184,500.00	54,159.80	54,159.80
20	5010201102	Other Salaries - Assistant Superintendents	116,000.00	121,236.00	5,236.00	5,236.00
20	5010201109	Other Salaries-Overtime-Trans Admin Fixed Route	-	-	-	-
20	5010201201	Other Salaries - Operations Supervisors	897,989.00	935,135.00	37,146.00	37,146.00
20	5010201209	Other Salaries-Overtime-Operation Supervisors	-	-	-	-
20	5020101101	Employer FICA Tax - Transportation Admin	11,730.00	14,500.00	2,770.00	2,770.00
20	5020101102	Employer FICA Tax - Assistant Superintendents	10,440.00	9,700.00	(740.00)	(740.00)
20	5020101201	Employer FICA Tax - Operations Supervisors	80,819.00	74,815.00	(6,004.00)	(6,004.00)
20	5020201101	Pension Expense - Transportation Admin	6,517.00	9,225.00	2,708.00	2,708.00
20	5020201196	Pension Expense - Assistant Superintendents	12,002.04	6,062.00	(5,940.04)	(5,940.04)
20	5020201201	Pension Expense - Operations Supervisors	44,899.40	47,000.00	2,100.60	2,100.60
20	5020301101	Health Insurance - Transportation Admin.	25,173.54	57,524.00	32,350.46	32,350.46
20	5020301102	Health Ins - Assistant Superintendents	26,033.00	26,033.00	-	-
20	5020301201	Health Ins - Operations Supervisors	229,876.98	244,485.00	14,608.02	14,608.02
20	5020401101	Unemployment Taxes - Trans Admin	894.80	640.00	(254.80)	(254.80)
20	5020401102	Unemployment Taxes - Assistant Superintendents	178.98	450.00	271.02	271.02
20	5020401201	Unemployment Taxes - Operations Supervisors	3,042.48	2,175.00	(867.48)	(867.48)
20	5020501101	Life Insurance - Transportation Admin.	2,234.00	1,690.00	(544.00)	(544.00)
20	5020501102	Life Insurance - Assistant Superintendents	1,470.00	1,320.00	(150.00)	(150.00)
20	5020501201	Life Insurance - Operations Supervisors	16,922.00	8,475.00	(8,447.00)	(8,447.00)
20	5020801101	Worker's Compensation Insurance - Transp. Admin.	17,130.00	9,575.00	(7,555.00)	(7,555.00)
20	5020801102	Workers Compensation Insuranc- Asst Superintendent	6,852.00	3,509.00	(3,343.00)	(3,343.00)
20	5020801201	Workers Compensation Ins - Operations Supervisors	58,244.00	55,000.00	(3,244.00)	(3,244.00)
20	5021301101	Uniforms & Wearing Apparel - Trans Admin	600.00	350.00	(250.00)	(250.00)
20	5021301196	Uniforms & Apparel - Asst Superintendents	300.00	300.00	-	-
20	5021301201	Uniforms & Wearing Apparel - Operations Supervisor	5,000.00	5,000.00	-	-
20	5030301103	Software Technical Support - Trans Admin	1,000.00	2,500.00	1,500.00	1,500.00
20	5030301107	Professional & Technical Services - Transportation	-	-	-	-
20	5030401101	Temporary Labor - Transportation	-	-	-	-
20	5039901103	Equipment Maintenance - Labor - Trans Admin	17,785.00	18,000.00	215.00	215.00
20	5039901105	Printing & Copying External - Trans Admin	5,500.00	5,500.00	-	-
20	5049901101	Printing Supplies - Trans Admin	5,500.00	1,300.00	(4,200.00)	(4,200.00)
20	5049901102	General Office Supplies - Transportation Admin	4,700.00	4,700.00	-	-
20	5049901106	Minor Equipment - Operations Admin	1,200.00	800.00	(400.00)	(400.00)
20	5049901107	Medical Supplies - Trans Admin	-	-	-	-
20	5049916310	Internal Sponsored Functions - Trans Admin	30,000.00	30,000.00	-	-
20	5090101101	Dues & Subscriptions - Trans Admin	1,900.00	1,000.00	(900.00)	(900.00)
20	5090201101	Travel - Operation Admin	5,100.00	2,600.00	(2,500.00)	(2,500.00)
20	5090201102	Per Diem - Trans Admin	3,000.00	800.00	(2,200.00)	(2,200.00)
20	5090201103	Meetings, Seminars & Training - Operations Admin	4,000.00	5,000.00	1,000.00	1,000.00
20	5099901101	Postage & Courier Service	100.00	-	(100.00)	(100.00)
20	5099916306	Community Outreach - Trans Admin	-	-	-	-
20	5121201101	Leases & Rentals - Fixed Route	-	90.00	90.00	90.00
Total Transportation Admin			1,784,473.42	1,890,989.00	106,515.58	106,515.58

Fix Route Operations

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
25	5010103001	Operator's Salaries - Fixed Route	5,310,707.82	5,560,029.00	249,321.18	249,321.18
25	5010103009	Operators Salaries-Overtime-Fixed Route	0.00	-	-	-
25	5010215101	Other Salaries - Ticketing & Fare Collection	44,195.62	42,503.00	(1,692.62)	(1,692.62)
25	5010215109	Other Salaries-Overtime-Ticketing & Fare Collectio	0.00	-	-	-
25	5020103001	Employer FICA Tax Fixed Route Operators	477,963.70	418,967.00	(58,996.70)	(58,996.70)
25	5020115101	Employer FICA Tax - Ticketing & Fare Collection	3,872.00	3,251.00	(621.00)	(621.00)
25	5020203002	Regular Retirement - Fixed Route	1,640,945.00	1,640,945.00	-	-
25	5020215101	Pension Expense-Ticketing & Fare Collection	1,425.00	1,372.00	(53.00)	(53.00)
25	5020303001	Health Insurance - Fixed Route	1,582,195.00	1,582,195.00	-	-
25	5020315101	Health Insurance - Ticketing & Fare Collection	12,664.92	9,900.00	(2,764.92)	(2,764.92)
25	5020403001	Unemployment Taxes - Fixed Route	25,950.00	12,000.00	(13,950.00)	(13,950.00)
25	5020415101	Unemployment Taxes - Ticketing & Fare Collection	357.94	260.00	(97.94)	(97.94)
25	5020503001	Life Insurance - Fixed Route	22,278.00	25,475.00	3,197.00	3,197.00
25	5020515101	Life Insurance - Ticketing & Fare Collectio	297.90	350.00	52.10	52.10
25	5020803001	Worker's Compensation Insurance - Fixed Route	289,070.00	277,660.00	(11,410.00)	(11,410.00)
25	5020815101	Workers Compensation - Ticketing & Fare Collection	3,987.06	2,762.00	(1,225.06)	(1,225.06)
25	5021303001	Uniforms & Wearing Apparel - Fixed Route	41,000.00	45,750.00	4,750.00	4,750.00
25	5021315101	Uniforms - Ticketing & Fare Collection	1,000.00	602.00	(398.00)	(398.00)
25	5021403002	Employee Licenses -Fixed Route	2,047.00	2,000.00	(47.00)	(47.00)
25	5030303007	Professional Services - Fixed Route	0.00	-	-	-
25	5030415101	Temporary Labor - Ticketing & Fare Collection	6,500.00	-	(6,500.00)	(6,500.00)
25	5039901102	Vehicle Towing - Service Vehicles	900.00	1,185.00	285.00	285.00
25	5039903002	Vehicle Towing-Fixed Route	34,550.00	41,725.00	7,175.00	7,175.00
25	5039903005	Printing & Copying External - Fixed Route	18,442.88	18,500.00	57.12	57.12
25	5039915103	Equipment Maintenance - Labor - Ticketing & Fare	750.00	2,500.00	1,750.00	1,750.00
25	5039915105	Printing & Copying External - Ticketing & Fare Col	200.00	-	(200.00)	(200.00)
25	5040103001	Fuel & Lubricants - Fixed Route - Diesel	275,000.00	230,000.00	(45,000.00)	(45,000.00)
25	5040103002	Fuel & Lubricants - Fixed Route - CNG	517,834.52	550,000.00	32,165.48	32,165.48
25	5040108101	Fuel & Lubricants - Service Vehicles	52,000.00	46,555.00	(5,445.00)	(5,445.00)
25	5049915102	General Office Supplies - Ticketing & Fare Collect	1,400.00	1,400.00	-	-
25	5049915106	Minor Equipment - Ticketing & Fare Collection	100.00	-	(100.00)	(100.00)
25	5050203005	Telecommunications - WIFI	35,000.00	45,000.00	10,000.00	10,000.00
25	5060103003	Insurance - Vehicle - Fixed & Service	1,004,982.94	1,097,807.00	92,824.06	92,824.06
25	5060203001	Insurance Proceeds	0.00	-	-	-
25	5060416501	Property Damage Settlements	200,000.00	221,316.00	21,316.00	21,316.00
25	5080203003	Meetings, Seminars & Training - FR Operators	480.00	480.00	-	-
25	5099901105	Fees & Permits - Fixed Route & Service	600.00	600.00	-	-
25	5121203001	Leases & Rentals	0.00	-	-	-
Total Fix Route Operations			11,608,697.30	11,883,089.00	274,391.70	274,391.70

VIP Administration

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
30	5010201101	Other Salaries - Admin Supervisors/ADA	70,276.94	61,528.00	(8,748.94)	(8,748.94)
30	5010201201	Other Salaries - Operations Supervisors - VIP	249,345.98	233,353.00	(15,992.98)	(15,992.98)
30	5010202101	Other Salaries - Reservationists	154,405.96	164,686.00	10,280.04	10,280.04
30	5020101102	Employer FICA - Admin Supervisors/ADA	5,376.19	4,922.00	(454.19)	(454.19)
30	5020101201	Employer FICA Tax - Operations Supervisors	19,074.97	18,668.00	(406.97)	(406.97)
30	5020102101	Employer Fica Tax - Reservationists	11,812.06	13,175.00	1,362.94	1,362.94
30	5020201199	Pension Expense - Admin Supervisors/ADA	3,513.85	3,076.00	(437.85)	(437.85)
30	5020201201	Pension Expense - Operations Supervisors-VIP	12,467.30	11,668.00	(799.30)	(799.30)
30	5020202101	Pension Expense - Reservationists	7,720.30	8,234.00	513.70	513.70
30	5020301101	Health Insurance - Admin Supervisors/ADA	6,129.11	11,750.00	5,620.89	5,620.89
30	5020301201	Health Insurance - Operations Supervisors-VIP	65,882.28	88,000.00	22,117.72	22,117.72
30	5020302101	Health Insurance - Reservationists	57,701.52	80,000.00	22,298.48	22,298.48
30	5020401102	Unemployment Taxes - Admin Supervisors/ADA	357.94	754.00	396.06	396.06
30	5020401201	Unemployment Taxes - Operations Supervisors VIP	1,968.66	2,627.00	658.34	658.34
	5020402101	Unemployment Taxes - Reservationist	0.00	1,886.00	1,886.00	1,886.00
30	5020501102	Life Insurance - Admin Supervisors/ADA	666.24	666.00	(0.24)	(0.24)
30	5020501201	Life Insurance - Operations Supervisors VIP	2,525.04	2,525.00	(0.04)	(0.04)
30	5020502101	Life Insurance - Reservationists	1,715.36	2,247.00	531.64	531.64
30	5020801102	Workers Compensation - Admin Supervisors/ADA	3,987.18	3,940.00	(47.18)	(47.18)
30	5020801201	Workers Compensation - Operations Supervisors-VIP	9,967.92	9,851.00	(116.92)	(116.92)
30	5020802101	Workers Compensation Insurance - Reservationists	11,961.54	11,821.00	(140.54)	(140.54)
30	5021301102	Uniforms & Wearing Apparel - Admin Super/ADA	600.00	600.00	-	-
30	5021301201	Uniforms & Wearing Apparel - Operation Supervisors	1,300.00	1,700.00	400.00	400.00
30	5021302101	Uniforms & Wearing Apparel - Reservationists	1,400.00	1,400.00	-	-
30	5039901103	Equipment Maintenance - Labor - VIP Admin	500.00	200.00	(300.00)	(300.00)
30	5039901105	Printing & Copying External - VIP Admin	100.00	300.00	200.00	200.00
30	5049901101	Printing Supplies - VIP Admin	300.00	300.00	-	-
30	5049901102	General Office Supplies - VIP	800.00	800.00	-	-
30	5049901106	Minor Equipment - VIP Admin	1,150.00	1,150.00	-	-
30	5090101101	Dues & Subscriptions - VIP	50.00	-	(50.00)	(50.00)
30	5090201101	Travel - Trans. Admin. - VIP	541.52	800.00	258.48	258.48
30	5090201102	Per Diem - VIP Admin	178.50	250.00	71.50	71.50
30	5090201201	Travel - Operations Supervisors-VIP	800.00	-	(800.00)	(800.00)
30	5090202103	Meetings, Seminars & Training - Reservationists	1,000.00	1,000.00	-	-
30	5099901101	Postage & Courier Service - VIP	1,200.00	600.00	(600.00)	(600.00)
		Total VIP Administration	706,776.36	744,477.00	37,700.64	37,700.64

VIP Operations

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
35	5010103101	Operator's Salaries - VIP	1,223,374.84	1,362,483.00	139,108.16	139,108.16
35	5010103109	Operators Salaries-Overtime-VIP	0.00	-	-	-
35	5020103101	Employer FICA Tax - VIP Operators	93,588.18	108,999.00	15,410.82	15,410.82
35	5020203102	Regular Retirement - VIP	734,038.38	749,097.00	15,058.62	15,058.62
35	5020303101	Health Insurance - VIP	439,094.96	588,300.00	149,205.04	149,205.04
35	5020403101	Unemployment Taxes - VIP	7,158.74	15,085.00	7,926.26	7,926.26
35	5020503101	Life Insurance - VIP	6,181.84	6,565.00	383.16	383.16
35	5020803101	Worker's Compensation Insurance - VIP	79,743.54	78,810.00	(933.54)	(933.54)
35	5021303101	Uniforms & Wearing Apparel - VIP	13,000.00	14,000.00	1,000.00	1,000.00
35	5021403102	Employee Licenses - VIP	339.00	400.00	61.00	61.00
35	5030303103	Software Technical Support - VIP	0.00	-	-	-
35	5030403101	Temporary Labor - VIP	0.00	-	-	-
35	5039903102	Vehicle Towing - VIP	17,700.00	13,000.00	(4,700.00)	(4,700.00)
35	5039903105	Printing & Copying External - VIP	4,000.00	3,000.00	(1,000.00)	(1,000.00)
35	5040103101	Fuel & Lubricants - Diesel - VIP	0.00	-	-	-
35	5040103102	Fuel & Lubricants - CNG - VIP	277,290.54	275,000.00	(2,290.54)	(2,290.54)
35	5040103103	Fuel & Lubricants - Unleaded - VIP	6,692.16	10,000.00	3,307.84	3,307.84
35	5080103101	Purchased Transportation - VIP	0.00	-	-	-
35	5099903105	Fees & Permits - VIP	591.50	750.00	158.50	158.50
35	5121203101	Leases & Rentals	0.00	-	-	-
		Total VIP Operations	2,902,793.68	3,225,489.00	322,695.32	322,695.32

Maintenance Administration

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
40	5010204101	Other Salaries - Maintenance Adm.	271,601.40	356,811.00	85,209.60	85,209.60
40	5010204102	Other Salaries - Supervisors	268,568.60	275,000.00	6,431.40	6,431.40
40	5010204109	Other Salaries-Overtime-Maint Admin/Supervisors	0.00	-	-	-
40	5020104101	Employer FICA Tax Maintenance Adm	20,777.51	28,545.00	7,767.49	7,767.49
40	5020104102	Employer FICA Tax - Supervisors	20,545.50	24,178.00	3,632.50	3,632.50
40	5020204101	Pension Expense - Maintenance Adm	13,580.07	17,841.00	4,260.93	4,260.93
40	5020204196	Pension Expense - Supervisors	13,428.43	15,111.00	1,682.57	1,682.57
40	5020304101	Health Insurance - Maintenance Admin.	94,814.56	140,785.00	45,970.44	45,970.44
40	5020304102	Health Insurance - Supervisors	92,171.30	112,100.00	19,928.70	19,928.70
40	5020404101	Unemployment Taxes - Mtce Admin	1,252.80	2,640.00	1,387.20	1,387.20
40	5020404102	Unemployment Taxes - Supervisors	894.84	1,866.00	991.16	991.16
40	5020504101	Life Insurance - Maintenance Admin.	2,058.32	2,058.00	(0.32)	(0.32)
40	5020504102	Life Insurance - Supervisors	2,852.28	2,852.00	(0.28)	(0.28)
40	5020804101	Worker's Compensation Insurance - Maint. Admin.	13,955.16	13,792.00	(163.16)	(163.16)
40	5020804102	Workers Compensation Insurance - Supervisors	9,967.92	9,851.00	(116.92)	(116.92)
40	5021304101	Uniforms & Wearing Apparel - Maint. Admin.	2,283.42	3,500.00	1,216.58	1,216.58
40	5021304102	Uniforms & Apparel - Supervisors	2,948.42	10,000.00	7,051.58	7,051.58
40	5021404102	Employee Licenses - Maint Admin	54.00	125.00	71.00	71.00
40	5021404196	Employee Licenses - Supervisors	220.00	275.00	55.00	55.00
40	5030304103	Software Technical Support - Maint Admin	1,000.00	1,500.00	500.00	500.00
40	5030404101	Temporary Labor - Maintenance	0.00	-	-	-
40	5039904103	Equipment Maintenance - Labor - Maint Admin	500.00	550.00	50.00	50.00
40	5039904105	Printing & Copying External - Maint Admin	197.62	100.00	(97.62)	(97.62)
40	5039904196	Equipment Maintenance - Labor - Supervisors	0.00	-	-	-
40	5049904101	Printing Supplies - Maintenance	900.00	500.00	(400.00)	(400.00)
40	5049904102	General Office Supplies - Maintenance	1,200.00	1,200.00	-	-
40	5049906106	Minor Equipment - Maintenance	5,000.00	5,000.00	-	-
40	5090104101	Dues & Subscriptions - Maint	500.00	1,500.00	1,000.00	1,000.00
40	5090204101	Travel - Maint	3,000.00	3,000.00	-	-
40	5090204102	Per Diem - Maint	1,000.00	1,000.00	-	-
40	5090204103	Meetings, Seminars & Training - Maintenance	5,000.00	7,500.00	2,500.00	2,500.00
40	5099904101	Postage & Courier Service	250.00	600.00	350.00	350.00
Total Maintenance Administration			850,522.15	1,039,800.00	189,277.85	189,277.85

Vehicle Maintenance

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
45	5010205101	Other Salaries - Vehicle Servicing	680,060.00	700,461.00	20,401.00	20,401.00
45	5010205109	Other Salaries-Overtime-Vehicle Servicing	0.00	-	-	-
45	5010206101	Other Salaries - Inspection & Maintenance	1,241,647.00	1,315,582.00	73,935.00	73,935.00
45	5010206109	Other Salaries-Overtime-Inspection & Maintenance	0.00	-	-	-
45	5020105101	Employer FICA Tax Vehicle Servicing	61,205.43	49,585.00	(11,620.43)	(11,620.43)
45	5020106101	Employer FICA Tax Inspection & Maintenance	111,748.24	105,247.00	(6,501.24)	(6,501.24)
45	5020205102	Regular Retirement - Vehicle Servicing	346,346.78	417,947.00	71,600.22	71,600.22
45	5020206102	Regular Retirement - Inspection & Maintenance	588,472.50	608,124.00	19,651.50	19,651.50
45	5020305101	Health Insurance - Vehicle Servicing	229,546.00	200,584.00	(28,962.00)	(28,962.00)
45	5020306101	Health Insurance - Inspection & Maintenance	350,711.00	293,355.00	(57,356.00)	(57,356.00)
45	5020405101	Unemployment Taxes - Vehicle Servicing	5,727.02	7,920.00	2,192.98	2,192.98
45	5020406101	Unemployment Taxes - Inspection & Maintenance	3,758.34	12,068.00	8,309.66	8,309.66
45	5020505101	Life Insurance - Vehicle Servicing	4,034.68	3,447.00	(587.68)	(587.68)
45	5020506101	Life Insurance - Inspection & Maintenance	4,165.00	4,165.00	-	-
45	5020805101	Worker's Compensation Insurance - Vehicle Svsg.	41,865.36	41,375.00	(490.36)	(490.36)
45	5020806101	Worker's Compensation Insurance - Inspection & Mtn.	63,794.82	63,048.00	(746.82)	(746.82)
45	5021305101	Uniforms & Wearing Apparel - Vehicle Servicing	5,000.00	12,500.00	7,500.00	7,500.00
45	5021306101	Uniform & Wearing Apparel - Inspection & Maint	15,000.00	15,000.00	-	-
45	5021405102	Employee Licenses - Vehicle Servicing	200.00	200.00	-	-
45	5021406102	Employee Licenses - Inspection & Maintenance	200.00	200.00	-	-
45	5021406104	Tool Allowance - Inspection & Maintenance	8,990.00	9,000.00	10.00	10.00
45	5030405101	Temporary Labor - Vehicle Servicing	0.00	-	-	-
45	5030503001	Vehicle Cleaning - Fixed Route	25,000.00	32,000.00	7,000.00	7,000.00
45	5030503101	Vehicle Cleaning - VIP	500.00	800.00	300.00	300.00
45	5030508101	Vehicle Cleaning - Service Vehicles	500.00	1,000.00	500.00	500.00
45	5039901108	Radio & Communication Maintenance	46,462.52	64,925.00	18,462.48	18,462.48
45	5039903001	Vehicle Maintenance External - Fixed	125,000.00	200,000.00	75,000.00	75,000.00
45	5039903101	Vehicle Maintenance External - VIP	98,150.00	125,000.00	26,850.00	26,850.00
45	5039906106	Waste Oil Removal	33,000.00	40,000.00	7,000.00	7,000.00
45	5039908101	Vehicle Maintenance External - Service Vehicles	23,682.30	15,000.00	(8,682.30)	(8,682.30)
45	5040203001	Tires & Tubes - Fixed Route	216,174.92	240,000.00	23,825.08	23,825.08
45	5040203101	Tires & Tubes - VIP	81,541.22	100,000.00	18,458.78	18,458.78
45	5040208101	Tires & Tubes - Service Vehicles	7,971.28	3,000.00	(4,971.28)	(4,971.28)
45	5049903003	Equip. Repair Parts & Material - Fixed Route	735,902.00	1,261,672.00	525,770.00	525,770.00
45	5049903011	Cleaning Supplies	50,008.06	60,000.00	9,991.94	9,991.94
45	5049903012	Equip Repair Parts & Material Major Rehabs	0.00	-	-	-
45	5049903103	Equip. Repair Parts & Material - VIP	154,000.00	225,000.00	71,000.00	71,000.00
45	5049905103	Inventory Adjustments	0.00	-	-	-
45	5049906107	Medical Supplies - Maintenance	200.00	200.00	-	-
45	5049908103	Equip. Repair Parts & Material - Service Vehicles	7,324.58	6,000.00	(1,324.58)	(1,324.58)
45	5049911103	Equip. Repair Parts & Material - Farebox	83,261.26	85,000.00	1,738.74	1,738.74
45	5090206101	Travel - Inspection & Maintenance	1,000.00	1,000.00	-	-
45	5090206102	Per Diem - Inspection & Maintenance	500.00	250.00	(250.00)	(250.00)
45	5090206103	Meetings, Seminars & Training - I & M	2,500.00	5,000.00	2,500.00	2,500.00
45	5121204101	Leases & Rentals	4,200.00	10,000.00	5,800.00	5,800.00
		Total Vehicle Maintenance	5,459,350.31	6,335,655.00	876,304.69	876,304.69

Facilities

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
50	5010204201	Other Salaries - Facilities Admin	64,467.00	65,757.00	1,290.00	1,290.00
50	5010204209	Other Salaries-Overtime-Facilities Admin	0.00	-	-	-
50	5010212301	Other Salaries - Facilities	444,950.00	450,000.00	5,050.00	5,050.00
50	5010212309	Other Salaries-Overtime-Facilities	0.00	-	-	-
50	5010212501	Other Salaries - Shop Maintenance	0.00	-	-	-
50	5010212509	Other Salaries-Overtime-Shop Maintenance	0.00	-	-	-
50	5020104201	Employer FICA Tax Facilities Admin	5,802.03	5,261.00	(541.03)	(541.03)
50	5020112301	Employer FICA Tax Facilities	40,045.50	36,000.00	(4,045.50)	(4,045.50)
50	5020112302	Employer FICA Tax - Shop Mtce	0.00	-	-	-
50	5020204201	Pension Expense - Facilities	25,470.85	25,788.00	317.15	317.15
50	5020304201	Health Insurance - Facilities	252,774.25	329,388.00	76,613.75	76,613.75
50	5020404201	Unemployment Taxes - Facilities Admin	2,684.54	377.00	(2,307.54)	(2,307.54)
50	5020412301	Unemployment Taxes - Facilities	178.98	5,657.00	5,478.02	5,478.02
50	5020412302	Unemployment Taxes - Shop Maintenance	0.00	-	-	-
50	5020504201	Life Insurance - Facilities	4,772.00	5,800.00	1,028.00	1,028.00
50	5020812301	Worker's Compensation Insurance - Facilities	27,409.00	31,524.00	4,115.00	4,115.00
50	5021312301	Uniforms & Wearing Apparel - Facilities	6,000.00	15,000.00	9,000.00	9,000.00
50	5030412301	Temporary Labor -Facilities	0.00	-	-	-
50	5030512303	Landscape Maintenance - Central Station	0.00	-	-	-
50	5030512304	Building Maintenance Contracts - Central Station	7,500.00	33,000.00	25,500.00	25,500.00
50	5030512503	Landscape Maintenance - 8th Ave	0.00	-	-	-
50	5030512504	Building Maintenance Contracts - 8th Ave	10,000.00	17,000.00	7,000.00	7,000.00
50	5030812301	Janitorial Services - Central Station	0.00	-	-	-
50	5030812501	Janitorial Services - Ops & Maint. 8th Ave	0.00	-	-	-
50	5039912303	Equipment Maintenance - Labor- Central Station	10,000.00	6,000.00	(4,000.00)	(4,000.00)
50	5039912307	Other Contracted Services - Central	10,000.00	12,500.00	2,500.00	2,500.00
50	5039912503	Equipment Maintenance - Labor - 8th Ave	50,000.00	65,000.00	15,000.00	15,000.00
50	5039912507	Other Contracted Services - 8th	41,000.00	30,000.00	(11,000.00)	(11,000.00)
50	5049904202	General Office Supplies - Facilities	200.00	200.00	-	-
50	5049904206	Minor Equipment - Facilities	700.00	1,400.00	700.00	700.00
50	5049912303	Equip. Repair Parts & Material-Central Station-Fac	500.00	3,000.00	2,500.00	2,500.00
50	5049912304	Janitorial & Building Supplies-Central Station	38,000.00	50,000.00	12,000.00	12,000.00
50	5049912308	Shelter Maintenance	127,133.45	247,645.00	120,511.55	120,511.55
50	5049912309	Facility Maintenance Materials - Central Station	0.00	-	-	-
50	5049912503	Equip. Repair Parts & Material-8th Ave-Facilities	75,000.00	90,000.00	15,000.00	15,000.00
50	5049912504	Janitorial & Building Supplies-8th Avenue	15,000.00	15,000.00	-	-
50	5049912509	Facility Maintenance Materials	36.00	-	(36.00)	(36.00)
50	5050204201	Electric	0.00	-	-	-
50	5050204202	Water & Sewer	0.00	-	-	-
50	5050204203	Trash, Garbage & Waste Removal	0.00	-	-	-
50	5050204204	Heating	0.00	-	-	-
50	5050204205	Telecommunications	0.00	-	-	-
50	5050212301	Electric - Central Station	16,000.00	125,000.00	109,000.00	109,000.00
50	5050212302	Water & Sewer - Central Station	6,000.00	45,000.00	39,000.00	39,000.00
50	5050212303	Trash, Garbage & Waste Removal - Central Station	7,364.42	30,000.00	22,635.58	22,635.58
50	5050212304	Heating - Central Station	0.00	-	-	-
50	5050212305	Telecommunications - Central Station	68,717.00	78,717.00	10,000.00	10,000.00
50	5050212501	Electric - 8th Avenue	269,765.00	280,000.00	10,235.00	10,235.00
50	5050212502	Water & Sewer - 8th Avenue	51,734.66	39,186.00	(12,548.66)	(12,548.66)
50	5050212503	Trash, Garbage & Waste Removal - 8th Avenue	16,892.00	16,892.00	-	-
50	5050212504	Heating - 8th Avenue	31,229.28	35,000.00	3,770.72	3,770.72
50	5050212505	Telecommunications - 8th Avenue	65,105.00	49,000.00	(16,105.00)	(16,105.00)
50	5090104201	Dues & Subscriptions - Facilities	250.00	250.00	-	-
50	5090204201	Travel - Facilities	0.00	500.00	500.00	500.00
50	5090204202	Per Diem - Facilities	0.00	125.00	125.00	125.00
50	5090204203	Meetings, Seminars & Training - Facilities	398.00	800.00	402.00	402.00
50	5099904201	Postage & Courier Service - Facilities	0.00	-	-	-
50	5100312301	Transportation Enhancement Activities	0.00	-	-	-
50	5121204201	Leases & Rentals - Facilities	66,774.06	50,000.00	(16,774.06)	(16,774.06)
		Total Facilities	1,859,853.02	2,291,767.00	431,913.98	431,913.98

Planning & Development

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
55	5010217701	Other Salaries - Planning	184,482.44	242,050.00	57,567.56	57,567.56
55	5010217709	Other Salaries-Overtime-Planning	-	-	-	-
55	5020117701	Employer FICA Tax - Planning	14,758.60	19,364.00	4,605.40	4,605.40
55	5020217701	Pension Expense - Planning	9,224.12	12,103.00	2,878.88	2,878.88
55	5020317701	Health Insurance - Planning	64,271.68	66,180.00	1,908.32	1,908.32
55	5020417701	Unemployment Taxes - Planning	1,073.82	730.00	(343.82)	(343.82)
55	5020517701	Life Insurance - Planning	2,446.00	2,446.00	-	-
55	5020817701	Worker's Compensation Insurance - Planning	11,989.56	10,278.00	(1,711.56)	(1,711.56)
55	5021317701	Uniforms & Wearing Apparel - Planning	1,500.00	1,500.00	-	-
55	5030317707	Professional & Technical Services - Planning	800,000.00	800,000.00	-	-
55	5030417701	Temporary Labor - Planning	-	-	-	-
55	5039917703	Equipment Maintenance - Labor - Planning	6,938.50	7,500.00	561.50	561.50
55	5039917705	Printing & Copying - External - Planning	5,000.00	7,500.00	2,500.00	2,500.00
55	5049917701	Printing Supplies - Planning	5,500.00	7,500.00	2,000.00	2,000.00
55	5049917702	General Office Supplies - Planning	1,000.00	1,075.00	75.00	75.00
55	5049917706	Minor Equipment - Planning	500.00	500.00	-	-
55	5090117701	Dues & Subscriptions - Planning	1,000.00	1,000.00	-	-
55	5090217701	Travel - Planning	5,000.00	4,000.00	(1,000.00)	(1,000.00)
55	5090217702	Per Diem - Planning	1,000.00	1,500.00	500.00	500.00
55	5090217703	Meetings, Seminars & Training - Planning	2,000.00	2,500.00	500.00	500.00
55	5090817701	Legal Advertising - Planning	-	-	-	-
55	5099917701	Postage & Courier Service - Planning	200.00	200.00	-	-
55	5099917702	Other Miscellaneous - Planning & Development	-	-	-	-
Total Planning & Development			1,117,884.72	1,187,926.00	70,041.28	70,041.28

Marketing

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
60	5010216301	Other Salaries - Marketing	0.00	-	0.00	-
60	5010216309	Other Salaries-Overtime-Marketing	0.00	-	0.00	-
60	5020116301	Employer FICA Tax - Marketing	0.00	-	0.00	-
60	5020216301	Pension Expense - Marketing	0.00	-	0.00	-
60	5020316301	Health Insurance - Marketing	0.00	-	0.00	-
60	5020516301	Life Insurance - Marketing	0.00	-	0.00	-
60	5020816301	Worker's Compensation Insurance - Marketing	0.00	-	0.00	-
60	5030216301	Promotional Advertising	3,000.00	3,000.00	0.00	-
60	5030316207	Professional & Technical Services - Marketing	101,000.00	75,000.00	(26,000.00)	(26,000.00)
60	5030316308	Marketing Consulting	150,000.00	175,000.00	25,000.00	25,000.00
60	5039916304	Advertising Install/Removal Service	26,900.00	26,900.00	0.00	-
60	5039916305	Printing & Copying External - Marketing	5,500.00	5,500.00	0.00	-
60	5049916302	General Office Supplies - Marketing	0.00	-	0.00	-
60	5049916306	Minor Equipment - Marketing	0.00	-	0.00	-
60	5049916310	Internal Sponsored Functions - Marketing	45,000.00	55,000.00	10,000.00	10,000.00
60	5090216303	Meetings, Seminars & Training - Marketing	1,000.00	-	(1,000.00)	(1,000.00)
60	5090816302	Media Advertising	30,000.00	75,000.00	45,000.00	45,000.00
60	5099916301	Postage & Courier Services	50.00	50.00	0.00	-
60	5099916306	Community Outreach - Marketing	60,600.00	85,000.00	24,400.00	24,400.00
		Total Marketing	423,050.00	500,450.00	77,400.00	-

Finance

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
65	5010217101	Other Salaries - Accounting	150,145.00	146,549.00	(3,596.00)	(3,596.00)
65	5010217801	Other Salaries - Finance Admin	78,000.00	85,000.00	7,000.00	7,000.00
65	5020117101	Employer FICA Tax - Accounting	13,881.15	12,691.00	(1,190.15)	(1,190.15)
65	5020117801	Employer FICA Tax - Finance Admin	7,515.00	7,891.00	376.00	376.00
65	5020217101	Pension Expense - Accounting	9,200.00	7,050.00	(2,150.00)	(2,150.00)
65	5020217801	Pension Expense - Finance Administration	4,175.00	4,384.00	209.00	209.00
65	5020317101	Health Insurance - Accounting	52,066.00	111,223.00	59,157.00	59,157.00
65	5020317801	Health Insurance - Finance Administration	13,016.00	22,895.00	9,879.00	9,879.00
65	5020417101	Unemployment Taxes - Accounting	449.00	1,508.00	1,059.00	1,059.00
65	5020417801	Unemployment Taxes - Finance Admin	452.00	377.00	(75.00)	(75.00)
65	5020517101	Life Insurance - Accounting	1,900.00	1,696.00	(204.00)	(204.00)
65	5020517801	Life Insurance - Finance Administration	626.00	838.00	212.00	212.00
65	5020817101	Worker's Compensation Insurance - Accounting	6,852.00	7,993.00	1,141.00	1,141.00
65	5020817801	Workers Compensation Insurance-Finance Administrat	1,713.00	1,998.00	285.00	285.00
65	5021317101	Uniforms & Wearing Apparel-Finance	180.00	180.00	-	-
65	5021317801	Uniforms & Wearing Apparel-Finance Admin	180.00	80.00	(100.00)	(100.00)
65	5030317103	Software Technical Support-Finance	4,000.00	2,150.00	(1,850.00)	(1,850.00)
65	5030317109	Auditing - Finance	25,000.00	30,000.00	5,000.00	5,000.00
65	5039917103	Equipment Maintenance - Labor - Finance	600.00	500.00	(100.00)	(100.00)
65	5039917105	Printing & Copying External - Finance	150.00	450.00	300.00	300.00
65	5039917803	Equipment Maintenance - Labor - Finance Admin	100.00	100.00	-	-
65	5049917101	Printing Supplies - Finance	1,900.00	1,900.00	-	-
65	5049917102	General Office Supplies - Finance	3,200.00	3,200.00	-	-
65	5049917106	Minor Equipment - Finance	800.00	800.00	-	-
65	5049917802	General Office Supplies - Finance Administration	400.00	400.00	-	-
65	5090117101	Dues & Subscriptions - Accounting	200.00	200.00	-	-
65	5090117801	Dues & Subscriptions - Finance Administration	50.00	-	(50.00)	(50.00)
65	5090217101	Travel - Accounting	800.00	1,500.00	700.00	700.00
65	5090217102	Per Diem - Accounting	200.00	500.00	300.00	300.00
65	5090217103	Meetings, Seminars & Training - Accounting	1,500.00	1,500.00	-	-
65	5090217801	Travel - Finance Administration	1,500.00	1,500.00	-	-
65	5090217802	Per Diem - Finance Administration	500.00	500.00	-	-
65	5090217803	Meetings, Seminars & Training - Finance Administra	2,000.00	500.00	(1,500.00)	(1,500.00)
65	5099917101	Postage & Courier Service - Finance	2,500.00	2,500.00	-	-
65	5099917102	Other Miscellaneous - Finance	200.00	200.00	-	-
Total Finance			385,950.15	460,753.00	74,802.85	74,802.85

Government Affairs

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
75	5030316203	Software Technical Support - Call Center-OLD	-	-	-	
75	5030316296	Software & Technical Support - Ride Store-OLD	-	-	-	
75	5030318101	Legal Services - Governmental Affairs	-	-	-	
75	5030318103	Software Technical Support - Govt Affairs	-	-	-	
75	5030318107	Professional & Technical Services - Govt Affairs	-	-	-	
75	5030318111	Governmental Relations - Consulting	124,992.00	125,000.00	(8.00)	(8.00)
75	5099918106	Community Outreach - Governmental Affairs	-	-	-	
		Total Gov't Relations	124,992.00	125,000.00	(8.00)	(8.00)

Grants & Procurement

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
80	5010217201	Other Salaries - Procurement	103,605.20	170,944.00	67,338.80	67,338.80
80	5010217209	Other Salaries - Procurement - Overtime	-	-	-	-
80	5010217901	Other Salaries - Grants	41,643.64	70,000.00	28,356.36	28,356.36
80	5010217909	Other Salaries - Grants - Overtime	-	-	-	-
80	5020117201	Employer Fica Tax - Procurement	8,288.42	13,676.00	5,387.58	5,387.58
80	5020117901	Employer Fica Tax - Grants	3,331.49	6,000.00	2,668.51	2,668.51
80	5020217201	Pension Expense - Procurement	5,180.26	8,547.00	3,366.74	3,366.74
80	5020217901	Pension Expense - Grants	2,082.18	3,750.00	1,667.82	1,667.82
80	5020317201	Health Insurance - Procurement	18,584.30	57,540.00	38,955.70	38,955.70
80	5020317901	Health Insurance - Grants	17,071.82	31,665.00	14,593.18	14,593.18
80	5020417201	Unemployment Taxes - Procurement	178.98	735.00	556.02	556.02
80	5020417901	Unemployment Taxes - Grants	178.98	257.00	78.02	78.02
80	5020517201	Life Insurance - Procurement	741.32	1,523.00	781.68	781.68
80	5020517901	Life Insurance - Grants	741.32	375.00	(366.32)	(366.32)
80	5020817201	Workers Compensation Insurance - Procurement	1,993.62	5,911.00	3,917.38	3,917.38
80	5020817901	Workers Compensation Insurance - Grants	1,993.62	1,970.00	(23.62)	(23.62)
80	5030317203	Software Technical Support - Procurement	33.00	500.00	467.00	467.00
80	5030317903	Software Technical Support - Grants	500.00	500.00	-	-
80	5030317907	Professional Services-Grants	-	15,000.00	15,000.00	15,000.00
80	5030417201	Temporary Labor - Procurement	-	-	-	-
80	5030417901	Temporary Labor - Grants	10,000.00	-	(10,000.00)	(10,000.00)
80	5039917203	Equipment Maintenance - Procurement	200.00	200.00	-	-
80	5039917205	Printing & Copying - External - Procurement	-	-	-	-
80	5039917903	Equipment Maintenance - Grants	200.00	200.00	-	-
80	5039917905	Printing & Copying - External - Grants	-	-	-	-
80	5049917201	Printing Supplies - Procurement	-	-	-	-
80	5049917202	General Office Supplies - Procurement	1,000.00	1,000.00	-	-
80	5049917206	Minor Equipment - Procurement	1,000.00	250.00	(750.00)	(750.00)
80	5049917901	Printing Supplies - Grants	-	-	-	-
80	5049917902	General Office Supplies - Grants	500.00	500.00	-	-
80	5049917906	Minor Equipment - Grants	250.00	250.00	-	-
80	5090117201	Dues & Subscriptions - Procurement	500.00	600.00	100.00	100.00
80	5090117901	Dues & Subscriptions - Grants	150.00	200.00	50.00	50.00
80	5090217201	Travel - Procurement	2,819.20	3,500.00	680.80	680.80
80	5090217202	Per Diem - Procurement	1,500.00	700.00	(800.00)	(800.00)
80	5090217203	Meetings, Seminars & Training - Procurement	2,280.00	1,500.00	(780.00)	(780.00)
80	5090217901	Travel - Grants	2,000.00	3,500.00	1,500.00	1,500.00
80	5090217902	Per Diem - Grants	800.00	700.00	(200.00)	(200.00)
80	5090217903	Meetings, Seminars & Training - Grants	1,198.00	750.00	(448.00)	(448.00)
80	5090817201	Legal Advertising - Procurement	4,500.00	7,500.00	3,000.00	3,000.00
80	5099917201	Postage & Courier Service - Procurement	50.00	100.00	50.00	50.00
80	5099917908	RPC NTD Data - Grants	75,000.00	75,000.00	-	-
Total Grants & Procurement			310,195.35	485,343.00	175,147.65	175,147.65

Safety

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
85	5010216601	Other Salaries - Safety	290,000.00	294,350.00	4,350.00	4,350.00
85	5010216609	Other Salaries - Safety - OT	0.00	-	-	-
85	5020116601	Employer FICA Tax - Safety	26,100.00	22,500.00	(3,600.00)	(3,600.00)
85	5020216601	Pension Expense - Safety	14,500.00	14,000.00	(500.00)	(500.00)
85	5020316601	Health Insurance - Safety	65,074.00	100,954.00	35,880.00	35,880.00
85	5020416601	Unemployment Taxes - Safety	894.84	975.00	80.16	80.16
85	5020516601	Life Insurance - Safety	2,387.79	2,500.00	112.21	112.21
85	5020816601	Worker's Comp Ins - Safety	8,565.00	9,600.00	1,035.00	1,035.00
85	5021316601	Uniforms & Wearing Apparel - Safety	2,000.00	2,000.00	-	-
85	5030416601	Temporary Labor - Safety	0.00	-	-	-
85	5030716601	Security Services - Safety	407,054.00	746,300.00	339,246.00	339,246.00
85	5049916601	Printing Supplies - Safety	1,500.00	1,500.00	-	-
85	5049916602	General Office Supplies - Safety	2,300.00	2,300.00	-	-
85	5049916606	Minor Equipment - Safety	1,800.00	1,800.00	-	-
85	5049916607	Medical Supplies - Safety	500.00	500.00	-	-
85	5090116601	Dues & Subscriptions - Safety	1,000.00	1,000.00	-	-
85	5090216601	Travel - Safety	9,000.00	5,000.00	(4,000.00)	(4,000.00)
85	5090216602	Per Diem - Safety	2,300.00	2,000.00	(300.00)	(300.00)
85	5090216603	Meetings, Seminars & Training - Safety	11,000.00	9,000.00	(2,000.00)	(2,000.00)
85	5099916601	Postage & Courier Services - Safety	0.00	50.00	50.00	50.00
		Safety Total	845,975.63	1,216,329.00	370,353.37	370,353.37

Customer Service

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
90	5010216201	Other Salaries - Ride Store	123,440.52	160,000.00	36,559.48	36,559.48
90	5010216202	Other Salaries - Call Center	328,876.76	350,000.00	21,123.24	21,123.24
90	5010216209	Other Salaries - Ride Store/Call Center - Overtime	0.00	-	-	-
90	5020116201	Employer Fica Tax - Ride Store	9,443.20	19,228.00	9,784.80	9,784.80
90	5020116296	Employer Fica Tax - Call Center	25,159.07	30,000.00	4,840.93	4,840.93
90	5020216201	Pension Expense - Ride Store	6,172.03	12,018.00	5,845.97	5,845.97
90	5020216296	Pension Expense - Call Center	16,443.84	18,751.00	2,307.16	2,307.16
90	5020316201	Health Insurance - Ride Store	56,641.23	89,808.00	33,166.77	33,166.77
90	5020316296	Health Insurance - Call Center	155,329.17	218,449.00	63,119.83	63,119.83
90	5020416201	Unemployment Taxes - Ride Store	1,252.80	2,640.00	1,387.20	1,387.20
90	5020416296	Unemployment Taxes - Call Center	1,789.70	3,771.00	1,981.30	1,981.30
90	5020516201	Life Insurance - Ride Store	1,914.00	1,712.00	(202.00)	(202.00)
90	5020516296	Life Insurance - Call Center	4,175.42	3,616.00	(559.42)	(559.42)
90	5020816201	Workers Compensation Ins - Ride Store	13,955.18	13,792.00	(163.16)	(163.16)
90	5020816296	Workers Compensation Insurance - Call Center	19,935.90	19,702.00	(233.90)	(233.90)
90	5021316201	Uniforms & Wearing Apparel - Ride Store	1,500.00	1,500.00	-	-
90	5021316296	Uniforms & Wearing Apparel - Call Center	3,150.00	3,150.00	-	-
90	5030316203	Software Technical Support - Ride Store	0.00	-	-	-
90	5030316296	Software & Technical Support - Call Center	0.00	-	-	-
90	5030416201	Temporary Labor - Ride Store	0.00	-	-	-
90	5030416296	Temporary Labor - Call Center	0.00	-	-	-
90	5039916203	Equipment Maintenance - Labor - Ride Store	440.00	500.00	60.00	60.00
90	5039916205	Printing & Copying - External - Ride Store	144.40	150.00	5.60	5.60
90	5039916295	Equipment Maintenance - Labor - Call Center	0.00	-	-	-
90	5039916296	Printing & Copying - External - Call Center	468.96	500.00	31.04	31.04
90	5049916201	Printing Supplies - Ride Store	0.00	100.00	100.00	100.00
90	5049916202	General Office Supplies - Ride Store	815.30	1,000.00	184.70	184.70
90	5049916206	Minor Equipment - Ride Store	146.78	500.00	353.22	353.22
90	5049916207	Medical Supplies - Call Center	50.00	100.00	50.00	50.00
90	5049916294	Minor Equipment - Call Center	280.98	500.00	219.02	219.02
90	5049916295	General Office Supplies - Call Center	858.70	1,000.00	141.30	141.30
90	5049916296	Printing Supplies - Call Center	2,420.88	2,000.00	(420.88)	(420.88)
90	5090116201	Dues & Subscriptions - Ride Store	0.00	-	-	-
90	5090116296	Dues & Subscriptions - Call Center	0.00	600.00	600.00	600.00
90	5090216201	Travel - Ride Store	0.00	-	-	-
90	5090216202	Per Diem - Ride Store	0.00	-	-	-
90	5090216203	Meetings, Seminars & Training - Ride Store	891.46	500.00	(391.46)	(391.46)
90	5090216294	Meetings, Seminars & Training - Call Center	4,071.12	500.00	(3,571.12)	(3,571.12)
90	5090216295	Travel - Call Center	0.00	500.00	500.00	500.00
90	5090216296	Per Diem - Call Center	0.00	500.00	500.00	500.00
90	5099916201	Postage & Courier Service - Ride Store	0.00	-	-	-
90	5099916296	Postage & Courier Service - Call Center	0.00	100.00	100.00	-
		Total Customer Service	779,767.38	957,187.00	177,419.62	177,419.62

Mobile Food Market

Division	Account	Title	FY2016 Projected	FY 2017 Proposed Budgeted	Amount Changed	Proposed Adjustment
95	5040103002	Fuel & Lubricants - CNG - Mobile Food Market	500.00	80,000.00	79,500.00	79,500.00
95	5040203001	Tires & Tubes - Mobile Food Market	1,000.00	15,000.00	14,000.00	14,000.00
95	5049903003	Equip Repair, Parts & Material-Mobile Food Market	1,000.00	100,000.00	99,000.00	99,000.00
		Total Mobile Food Market	2,500.00	195,000.00	192,500.00	192,500.00

Note: All line items refer to the entire department

RESOLUTION NO. 2016-100

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 to allow Lindamood-Bell Learning Processes at 2000 Cahaba Road (English Village).

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk

UPDATE

31 total spaces (2 of which are handicap)		
Time	Vacant Spaces	Cars Coming (+)/Leaving (-)
11:15 AM	4	-2
11:30 AM	6	+1
11:45 AM	5	+1,-1
12:00 PM	5	0
12:15 PM	5	+1
12:30 PM	4	+1
12:45 PM	2	+2
1:00 PM	3	-1

This parking count is for the lower City-leased lot (all-day employee parking). There are 31 parking spaces in the lot, and between 11:00am and 1:00pm there are an average of 4.25 vacant parking spaces. The parking count was performed at what is presumed to be the busiest time of day for English Village, but it should be noted that Lindamood-Bell tutoring sessions are from 8-noon and 1-5, so it is possible that some tutors may not be utilizing this parking lot from noon-1:00.



CITY OF MOUNTAIN BROOK

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DATE: July 7, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – Lindamood-Bell Learning Processes
2000 Cahaba Road, English Village (Barber Building)

The proposed conditional use is a tutoring service to be located on the second floor of the Barber building (Schaeffer is on ground level) at the corner of Cahaba Road and 20th Avenue South.

In 2000, the Planning Commission approved an exception to the parking requirement for the construction of this building, containing 7,000 square feet (3,500 per floor) with only 5 on-site parking spaces. At the time of the parking exception, the zoning code allowed the Planning Commission to waive parking with the caveat that no on-site or street parking would be eliminated in conjunction with a proposed development. The minutes of the Planning Commission meeting for the waiver of parking for this building reflect that the ground floor would be occupied by retail and the second floor would be a professional office use ("*architects, CPA or anything else*"). There was no limit placed on the number of second floor occupants. The most recent tenant for this space was one (1) Regions Executive occupying the entire 3,500 square foot space.

According to the applicant, 3 on-site parking spaces at the rear building are reserved for use by the second floor tenant. As may be seen in the attached letter of operational characteristics, the parking demand will vary, seasonally, with 8-15 staff members present from 8am-5pm, depending on the student level at any given time (the proposed student/tutor ratio is 1/1). Tutoring sessions are in 4-hour intervals (8-noon and 1-5pm). It is anticipated that younger students will be dropped off for tutoring sessions, so parking demand will not be aggravated; however, high school students may drive themselves and remain parked for 4 hours intervals.

It should be noted that the second floor was approved by the Planning Commission for professional offices uses; the anticipated demand was noted in the minutes of that meeting to be 1 space/250 square feet (or 14 parking spaces), even though most of these were waived. Today's proposed use is a service use, with a parking requirement of 1 space/200 square feet (or 17.5 spaces), thereby increasing the non-conformity with regard to parking, if approved.

While the majority of students may not pose a parking increase in English Village, there is a concern as to the proposed 8-15 staff members utilizing the long term parking lot in English Village, the demand for which often exceeds the capacity.

EXHIBIT B

BUSINESS / USE

This letter is intended to describe the services offered by Lindamood-Bell Learning Processes, as well as to explain our specific operational setup.

Lindamood-Bell Learning Processes offers services for the development of sensory-cognitive functions that underlie language and literacy skills. Our clients need daily intervention to remediate sensory-cognitive deficits. We do not simply offer tutoring for students who are doing poorly in school. We offer intensive instructional services to stimulate underlying weaknesses in language processing.

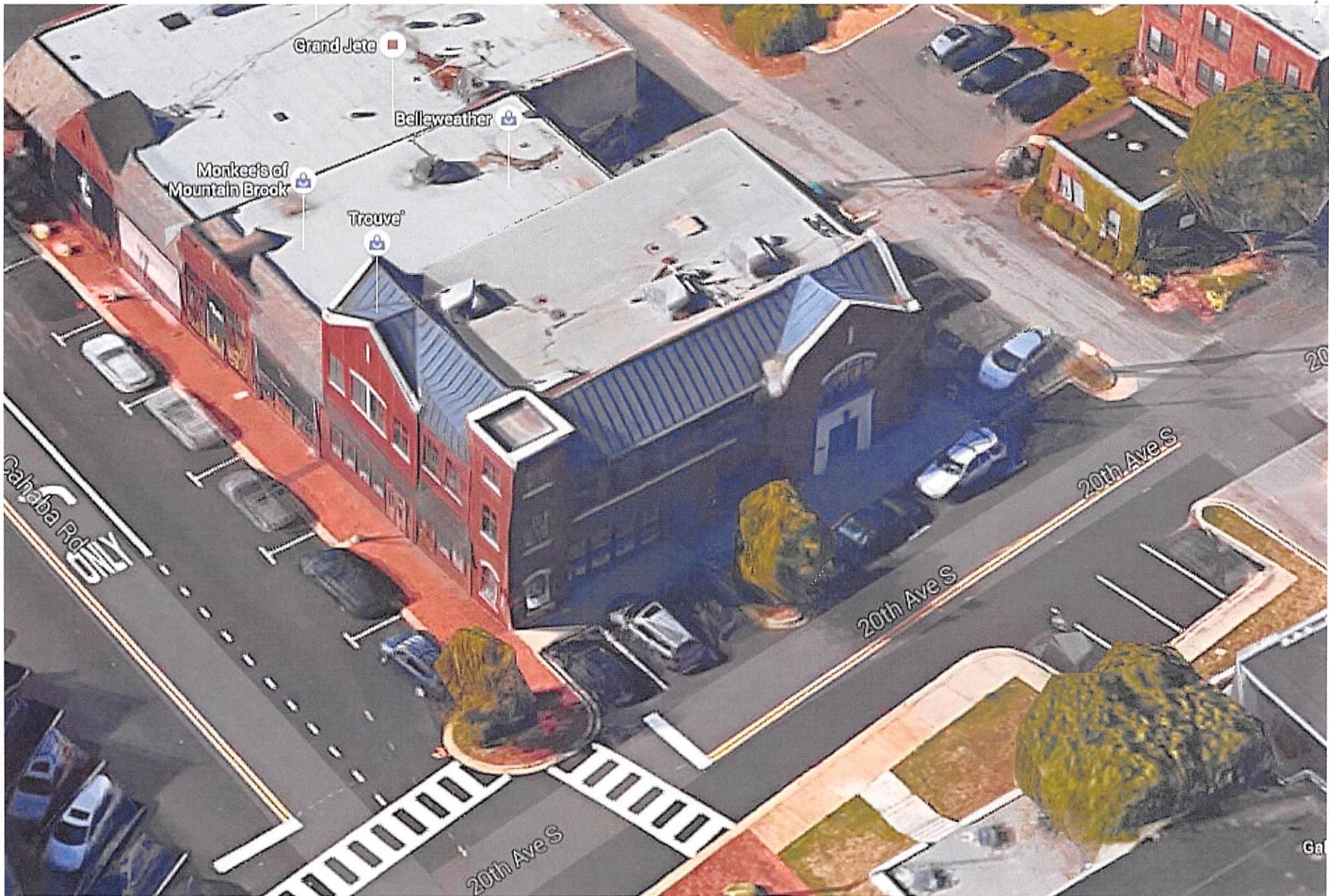
Our services are generally provided one-on-one, with highly trained clinicians working directly with clients. We also provide additional employee support through tiered management to uphold quality. Generally, our clients attend services in 4-hour blocks of time, from 8 am to 12 pm or from 1 pm to 5 pm. Because the client schedule is arranged in these blocks of time it is routine for them to be dropped off or arrive a few minutes prior to 8 am and leave at noon or arrive just before 1 and leave at 5. Our staff will generally be in the office from 8-5, with some variations depending on schedule.

For the off peak season, on average, we have about 8 staff members present. Due to the seasonal nature of our business, it is not possible for us to have a set number of staff year round. When our client load decreases, so does our staff. Additionally, at different times of the year, we may see clients for differing time periods. For instance, a client that attends four hours a day during summer may continue attending in the fall, but at only two hours a day due to their individual schedule. A wide range of the public, including some with special needs, utilizes our services but do not require greater access to handicapped parking than the general public.

The summer time is our busiest season. Therefore, only 2 ½ months of the year do we actually provide service to a maximum of 15 clients in the morning and 15 clients in the afternoon.







RESOLUTION NO. 2016-101

WHEREAS, a regular municipal election has been called to be held on the 23rd day of August, 2016, and a runoff election to be held, if necessary, on the 4th day of October, 2016, and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body shall appoint from the qualified electors, officers to conduct the election as follows:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the election officers for said election shall be as follows:

Polling Location No. 1 - St. Luke's Episcopal Church

William L. Irons	Chief	3855 Cove Drive 35213	879-6988	bill_ironsh@hotmail.com
Lois J. Poe		3851 South Cove Drive	871-6286	
Kimberly H. Carney		12 Montrose Circle	871-1100	
Diane M. Fisher		3829 Cove Drive	879-8011	
Frank L. Fox		12 Richmar Drive	879-2320	
Patricia T. Houseal		108 Pine Ridge Circle	871-0027	
Jowane Patton		2938 Pine Haven Drive	871-0825	

Polling Location No. 2 - Mountain Brook City Hall

Margaret O'Connor	Chief	64 Norman Drive 35213	913-5591	maggioconnor330@gmail.com
Susan Watson		5 Eastis Street 35213	612-1388	bertrichmond@aol.com
Charlene Berryhill		4232 Antietam Drive 35213	870-3199	
Alice Powell		2713 Cherokee Road 35216	253-3269	alipowell2713@gmail.com
Marjorie E. Breman		3774 Montevallo Road S 35213	871-5541	
Sara Moody		801 Euclid Avenue	871-0040	
Beth Ballentine (AM)		3817 Jackson Blvd., 35213	871-5831	1/2 compensation
Kirke W. Cater (PM)		3756 E Fairway Drive 35213	879-0840	1/2 compensation
Sally Bergquist		12 Montevallo Terrace 35213	870-9279	
Peggy Coleman		3921 Briar Oak Drive, 35243	447-0999	967-2288
Jennifer Hartsfield		17 Peach Street, 35213		jennyhartsfield@gmail.com

Absentee Ballot Counters - Mountain Brook City Hall

Steven Boone		3721 Forest Run Road 35223	937-5662	No compensation
Suzan Doidge		3533 Rockhill Road 35223	238-1255	1/2 compensation
Beth Ballentine (AM)		3817 Jackson Blvd., 35213	871-5831	See City Hall

Polling Location No. 3 - Brookwood Baptist Church

Richard M. Condrey	Chief	3741 Valley Head Road 35223	967-1360	hallelujahrmc@att.net
Jean Condrey		3741 Valley Head Road 35223	967-1360	
Martha Bartlett		3672 Crestside Road 35223	967-5289	
George L. Gartland		3740 Valley Head Road 35223	967-0736	
Patrick Ryan		4109 River View CV 35243	965-3308	
Lamar Thomas		3573 Rockhill Road 35223	967-6954	
Ronald Cohen		3267 Hillard Drive, 35243	969-2340	

Polling Location No. 4 - Mountain Brook Community Church

Helen M. Martin	Chief	2933 Green Valley Road, 35243	967-5627	helen@msai.net
Stephanie Byrne		605 Dexter Avenue, 35213	907-8362	
Cecelia Thornton		2864 Hastings Rd, 35223	879-2316	

2016-101

Alan Zeigler 1521 Amherst Circle, 35216 256-245-5674

Hope to finalize roster Monday before Council meeting

Polling Location No. 5 - Mountain Brook Elementary School

Camille S. Butrus	Chief	2724 Old Mill Lane, 35223	803-4197	camillebutrus@gmail.com
Charlotte Dominick		P. O. Box 130337, 35213	870-7020	charlottecd@aol.com
Lynn Smith		2308 River Grand Drive, 35243	870-5278	lynnandwheeler@gmail.com
Martha Isom		2000 Morris Avenue, Ste	290-5797	marthagisom@gmail.com

Polling Location No. 6 - Cherokee Bend Elementary School

Russell B. Tyler	Chief	4400 Fair Oaks Drive, 35213	830-2035	bea103@gmail.com
Elizabeth Compton		4320 Corinth Drive, 35213	871-3730	
Kimberly Compton		4320 Corinth Drive, 35213	401-1700	kcompton007@yahoo.com
Jean S. Shanks		4516 Old Leeds Road	910-2508	jean.shanks@gmail.com
Nell W. Williams		4125 Shiloh Drive, 35213	870-4554	
Caroline Boone		3721 Forest Run Road, 35223	907-3810	

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk, Chief inspectors, and/or Assistant Chief Inspectors/Clerks are hereby authorized to engage replacement poll workers in the event persons appointed herein above fail to report for duty for any reason; and,

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to pay the following amounts to those persons appointed herein above, or any replacement poll workers engaged by the Chief inspectors or Assistant Chief Inspectors/Clerks:

Chief Inspectors	\$225
Assistant Chief Inspectors/Clerks	\$175

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and to provide refreshments on election day and at the poll worker training and to pay an additional \$25 to all poll workers who attend the poll workers' training program to be held at Mountain Brook City Hall (council chambers), 56 Church Street, Mountain Brook, Alabama 35213, on August 9, 2016, from 5:30 p.m. until 7:00 p.m. [tentatively scheduled] or otherwise complete such training at another location or by other means.

ADOPTED: This 25th day of July, 2016.

Council President

APPROVED: This 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk



2016-092

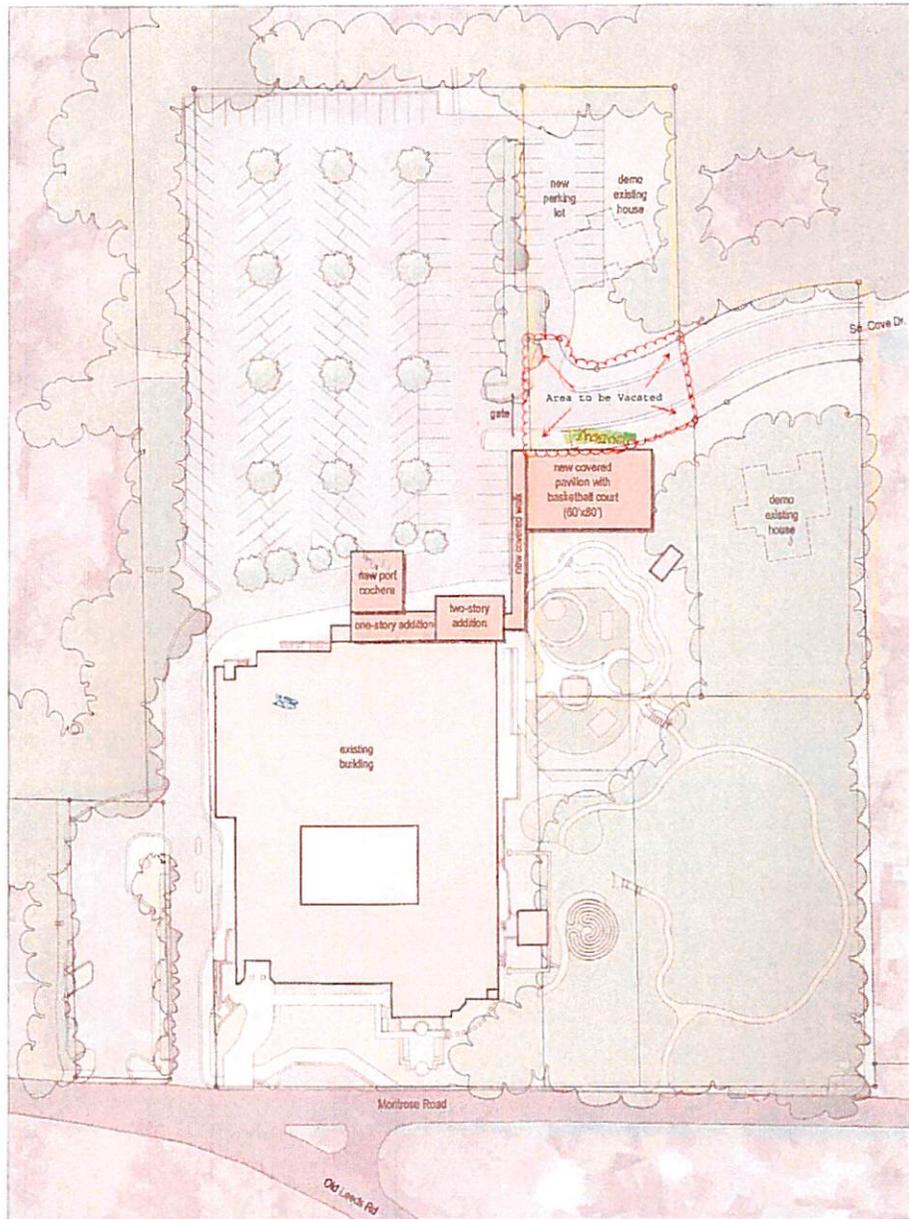
CITY OF MOUNTAIN BROOK

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

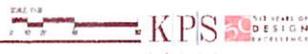
DATE: July 21, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, Director of Planning, Building & Sustainability
RE: Right-of-Way Vacation – St. Luke’s Episcopal Church
South Cove Drive

St. Luke’s is contemplating additions to the rear of the building, as well as a basketball pavilion and expanded parking lot (see attached preliminary schematic development plan). These improvements will require that all of the church property be resurveyed into one lot, the application for which will go before the Planning Commission in the near future, in conjunction with an application to the Planning Commission for an amended development plan for said improvements.

Another component of the contemplated plan is to vacate the west end of South Cove Drive, that portion which abuts church property on the north and south of the street. Staff has indicated to the church that a turn-around for emergency vehicles, deliveries and other service vehicles should be provided in conjunction with any vacation or reconfiguration of the end of South Cove Drive. The church has committed to the installation of such, and will work with the Mountain Brook Fire Marshal for a design that will accommodate a turn-around.



SAINT LUKE'S EPISCOPAL CHURCH
 SITE PLAN



RESOLUTION NO. 2016-092

RESOLUTION REGARDING THE VACATION OF PART OF SOUTH COVE DRIVE

WHEREAS, St. Luke's Episcopal Church ("St. Luke's" or "Petitioner") is the owner of property in the City of Mountain Brook upon which a church and supporting facilities are located;

WHEREAS, St. Luke's has acquired Lots 2, 3 and 4 (the "South Cove Lots") in the subdivision known as South Cove Addition, a map of which is recorded in Map Book 36, page 75 in the Probate Office of Jefferson County, Alabama, which lots are located along and abutting the western portion of South Cove Drive;

WHEREAS, St. Luke's has requested that the City to consider vacating the portion of South Cove Drive so that it may better utilize the South Cove Lots for operations supporting the church;

WHEREAS, to that end, there has been submitted to the City Council of the City of Mountain Brook a duly acknowledged "Petition for Vacation of Roads" dated June 12, 2016 ("**Exhibit 1**" attached hereto and incorporated by reference) executed by Petitioner, being the owner of all lands abutting the portion or portions of the public way proposed to be vacated;

WHEREAS, said Petition for Vacation of Roads requests the vacation of the portion of the street (and associated right of way) known as South Cove Drive that is identified by crosshatched markings on Exhibit A to the Petition for Vacation of Roads and is more particularly described on **Exhibit 2** hereto (the portion proposed for vacation is referred to herein as "South Cove Drive – West");

WHEREAS, Petitioner is the sole owner of all the land abutting the portion of the streets, rights-of-way, and real property for which vacation is requested by the "Petition for Vacation of Roads;"

WHEREAS, South Cove Drive-West serves only the property owned by Petitioner, and such vacation will not deprive any property owners whose lands may adjoin or are in close proximity to South Cove Drive-West of a convenient and reasonable means of ingress and egress to and from their property;

WHEREAS, after full and due consideration of the Petition requesting that South Cove Drive-West be vacated, it has been determined by the City Council that it would be in the public interest that the above described portion or portions of the streets, roads, alleys, rights-of-way, and real property be vacated;

WHEREAS, further, no person or entity shall be affected by the vacation of the public

ways for which vacation is requested.

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

1. **Vacation.** Pursuant to ALA. CODE §23-4-20 (1975), subject to the conditions and reservations hereinafter set out, the Petition for Vacation of Roads is hereby granted and South Cove Drive-West shall be vacated upon the filing of this Resolution with the Probate Court of Jefferson County, Alabama, and such filing shall operate as a declaration of vacation and shall divest all public rights and liabilities in the portion of the South Cove Drive-West, as described above.

2. **Vacation Fee.** A vacation fee in the amount of \$ _____ is assessed by the City to be paid by Petitioner as the sole abutting landowner who will directly benefit from said vacation; provided, however, that said fee will be paid to the City by Petitioner by constructing a turn-around for emergency vehicles, delivery vehicles or other service vehicles on the South Cove Lots or the property acquired through this vacation. The City Council finds that the value of such improvements constitutes sufficient consideration to satisfy the vacation fee hereby assessed. Petitioner agrees to execute an easement or other legal instrument granting City of Mountain Brook the right to use the turnaround apparatus to be constructed by Petitioner.

3. **Utility Easements Reserved.** The foregoing assent be and is hereby given upon the condition that any entity, including the City of Mountain Brook, which may now own or rightfully maintain any public utility, facility, line or installation, including any open or closed storm or sanitary sewer in any portion of the road hereby vacated, shall have a right and easement to continue to maintain same in its present location therein and to repair, cleanse, improve and reconstruct the same and to have convenient means of ingress and egress thereto and therefrom for said purposes, and that there be, and is hereby, reserved and excluded from the foregoing assent any assent of this Council to the vacation, annulment or impairment of the right, easement or privilege of any such entity to continue to own, maintain, repair, cleanse, improve, reconstruct and have convenient means of ingress and egress to and from such utility, facility, line or installation. Nothing in this reservation, however, shall prohibit Petitioner and any such entity so owning or maintaining any public utility, facility, line, or installation from relocating or otherwise modifying such rights and easements by agreement or mutual consent.

4. **Maintenance of Utility Facilities.** The foregoing provisions for maintenance and for ingress and egress shall mean, among other things and without limitation, that in case any building or edifice shall be constructed or placed in any portion of any of said vacated ways, it shall be constructed, placed or arranged therein so as to avoid damage to any presently existing concealed or unconcealed or patent or latent public utility, facility, line or installation in any such public way and so as to afford ways and means of ingress and egress to and from such utility, facility, line or installation, for the purpose of reconstruction, repair, cleansing or improvement of service of same, substantially equal to and as convenient as presently existing ways and means of ingress and egress thereto and therefrom for such purposes, or such as shall be approved in writing by the owner or operator of such utility, facility, line or installation.

5. **Publication.** The City Clerk is directed to publish this Resolution once in a newspaper in Jefferson County, Alabama no later than fourteen (14) days from the date of this resolution as required by Ala. Code §23-4-2 (1975).

6. **Severability.** If any part, section, or subdivision of this Resolution shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not be construed to invalidate or impair the remainder of this resolution, which shall continue in full force and effect notwithstanding such holding.

7. **Effective Date.** This Resolution shall become effective immediately upon its adoption and such publication, if any, as may be required by law.

ADOPTED: The 25th day of July, 2016.

Council President

APPROVED: The 25th day of July, 2016.

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 July 25, 2016, as same appears in the minutes of record of said meeting.

I further certify that proper notice of the proposed vacation and consideration thereof was published in the *Birmingham News* once a week for four consecutive weeks prior to the consideration of this Resolution, posted on a bulletin board at the County Courthouse, posted in accordance with state law and served by U.S. Mail on all abutting owners and on all entities known to have facilities or equipment within the right-of-way of the street to be vacated.

City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

PETITION FOR VACATION OF ROADS

WHEREAS, the undersigned, St. Luke’s Episcopal Church (the “**Owner**”) is the owner of Lots 2, 3 and 4 in subdivision known as South Cove Addition, a map of which is recorded in Map Book 36, page 75 in the Probate Office of Jefferson County, Alabama, and which is depicted on that certain map attached hereto as **Exhibit A** (the “**Map**”); and

WHEREAS, the land owned by the Owner and shown on the Map shall be collectively referred to herein as the “**St. Luke’s Parcel**”; and

WHEREAS, in connection with its redevelopment of the St. Luke’s Parcel, the Owner desires to vacate a portion of the street commonly known as South Cove Drive (the “**Vacated ROW**”), such portion identified by crosshatched markings on the Map and labeled “**VACATED RIGHT OF WAY**”; and

WHEREAS, the Owner is the only owner of all of the land abutting the Vacated ROW; and

WHEREAS, such vacation will not deprive any property owners whose land abuts, adjoins or is in close proximity to the St. Luke’s Parcel of a convenient and reasonable means of ingress and egress to their property.

NOW, THEREFORE, the Owner does hereby, pursuant to and in accordance with the provisions of Section 23-4-20 of the Alabama Code of 1975, joins in and submits this written petition for vacation of the Vacated ROW, and the same being within the city limits of Mountain Brook, Alabama, does hereby pray and request the assent of the City Council of Mountain Brook, Alabama, to the vacation of the Vacated ROW and its approval of the same.

IN WITNESS WHEREOF, the Owner has hereto set its signature and seal on the date of the acknowledgment of the Owner's signature below, to be effective as of June 22, 2016.

OWNER:

SAINT LUKE'S EPISCOPAL CHURCH,

By: *[Signature]*
Name: Richard Webster
Its: Rector

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard Webster whose name as Rector of Saint Luke's Episcopal Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability limited partnership on the day the same bears date.

Given under my hand and official seal this the 22 day of June, 2016.

[Signature]
Notary Public

[AFFIX SEAL]

My commission expires: May 16, 2020



EXHIBIT A

Copy of Map

See attached.

SAINT LUKES EPISCOPAL CHURCH
RIGHT OF WAY VACATION EXHIBIT

BECKHAM'S RESURVEY OF
ACREAGE "C" OF GLENBROOK
MAP BOOK 34 PAGE 38

SOUTH COVE ADDITION
MAP BOOK 36 PAGE 75

POINT OF
COMMENCEMENT
ROW VACATION

POINT OF
BEGINNING
ROW VACATION

SOUTH COVE DRIVE
50' R.O.W.

VACATED RIGHT OF WAY

SCALE: 1" = 50'

L=58.06'
R=143.30'
CB-S 72°35'38" W
DELTA = 22°24'48"

L=94.14'
R=20.00'
DELTA 97°48'00"

L=63.78'
R=183.30'
DELTA = 32°08'00"

158.88'

20.00'

71.14'

23.25'

50'00"00"

80'00"00"

87°00'00"

10 TAN

14'00"00"

TO TAN

TO TAN

ARRINGTON ENGINEERING
Civil Engineers - Surveyors - Land Planners
Office (205) 985-9222 Fax (205) 985-9222
6032 Valleydale Road Irviston AL 36044

03668522.1

EXHIBIT 2

LEGAL DESCRIPTION

A PART OF SOUTH COVE DRIVE SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4 , TOWNSHIP 18 SOUTH, RANGE 2 WEST , JEFFERSON COUNTY , ALABAMA , ACCORDING TO THE MAP OF SOUTH COVE ADDITION, AS RECORDED IN MAP BOOK 36, PAGE 75 IN THE PROBATE OFFICE OF JEFFERSON COUNTY , ALABAMA.

COMMENCE AT THE NORTHEAST CORNER OF LOT 2 ACCORDING TO SOUTH COVE ADDITION AS RECORDED IN MAP BOOK 36 PAGE 75, IN THE PROBATE OFFICE OF JEFFERSON COUNTY , ALABAMA; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR 158.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND A POINT ON THE NORTHERLY RIGHT OF WAY OF SOUTH COVE DRIVE AND THE POINT OF BEGINNING OF THE VACATION HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG SAID RIGHT OF WAY FOR 71.14 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH COVE DRIVE, AND THE NORTHWEST CORNER OF LOT 3 OF SAID RECORD MAP; THENCE TURN 90°00'00" LEFT AND RUN EASTERLY ALONG SAID RIGHT OF WAY FOR 23.25 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 193.3 FEET, AND A CENTRAL ANGLE OF 32°00'00" ; THENCE RUN ALONG THE ARC OF SAID CURVE, AND RIGHT OF WAY FOR 83.78 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID RECORD MAP: THENCE TURN 74°49'02" LEFT FROM THE TANGENT OF SAID CURVE AND RUN NORTHWESTERLY FOR 50.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH COVE DRIVE AND THE SOUTHEAST CORNER OF LOT 2 OF SAID RECORD MAP, AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 143.30 FEET, A CENTRAL ANGLE OF 22°24'49" AND A CHORD BEARING OF SOUTH 72°35'58" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY FOR 56.06 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 97°48'00" AND A CHORD BEARING OF SOUTH 72°35'38" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 34.14 FEET; THENCE TURN 90°00'00" LEFT FROM THE TANGENT OF SAID CURVE AND RUN WESTERLY ALONG SAID RIGHT OF WAY FOR 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID RECORD MAP, AND THE POINT OF BEGINNING OF THE STREET VACATION HEREIN DESCRIBED. CONTAINING 5625 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.



SAINT LUKE'S
EPISCOPAL CHURCH

3736 Montrose Road • Birmingham, Alabama 35213-3800

June 21, 2016

City of Mountain Brook
Attn: Ms. Dana Hazan
P.O. Box 130009
Mountain Brook, AL 35213

Re: St. Luke's Development Plan and Request for Vacation of a Portion of South Cove Drive

Dear Ms. Hazan:

The purpose of this letter is to provide you with copies of the legal documents relating to the Petition for Vacation of the portion of South Cove Drive right-of-way described in the enclosed documents. The following documents are submitted for your review:

1. Termination of South Cove Addition Protective Covenants (this document has not yet been filed);
2. Petition for Vacation of Roads; and
3. Declaration of Vacation.

We understand from the City's discussions with Gray Plosser of KPS, the architect assisting St. Luke's with this project, that the City has requested a commitment from St. Luke's that if the vacation of right-of-way being requested by St. Luke's is approved by the City, St. Luke's will agree to provide for an emergency vehicle turn-around in the right-of-way being vacated. This letter will serve as the commitment of St. Luke's to provide a turn-around on its property in conjunction with its parking access that will meet the requirements of the Mountain Brook Fire Department and Chief Rhudy. These improvements will be noted on the Proposed Development Plan when it is submitted to the Planning Commission for approval. We wanted to provide the City with a commitment for this emergency turn-around.

If I can answer any questions regarding this project, please do not hesitate to contact me.

Sincerely,

George Pelekis,
Church Administrator
St. Luke's Church

cc: Gray Plosser, KPS
Christopher B. Harmon, Maynard, Cooper & Gale, PC

**MOUNTAIN BROOK CITY COUNCIL
MOUNTAIN BROOK, ALABAMA**

NOTICE OF PUBLIC HEARING (2016-083)

Notice is hereby given that, at its regular meeting on Monday, July 25, 2016, to be held at 7:00 p.m. at Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, 35213, the City Council of Mountain Brook, Alabama ("City Council") will consider the adoption of a resolution approving the Petition for Vacation of a portion of South Cove Drive filed by St. Luke's Episcopal Church, for the vacation of a portion of the improved street (South Cove Drive) as described herein below:

A PART OF SOUTH COVE DRIVE SITUATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 4 , TOWNSHIP 18 SOUTH, RANGE 2 WEST , JEFFERSON COUNTY , ALABAMA , ACCORDING TO THE MAP OF SOUTH COVE ADDITION, AS RECORDED IN MAP BOOK 36, PAGE 75 IN THE PROBATE OFFICE OF JEFFERSON COUNTY , ALABAMA.

COMMENCE AT THE NORTHEAST CORNER OF LOT 2 ACCORDING TO SOUTH COVE ADDITION AS RECORDED IN MAP BOOK 36 PAGE 75, IN THE PROBATE OFFICE OF JEFFERSON COUNTY , ALABAMA; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR 158.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND A POINT ON THE NORTHERLY RIGHT OF WAY OF SOUTH COVE DRIVE AND THE POINT OF BEGINNING OF THE VACATION HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG SAID RIGHT OF WAY FOR 71.14 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH COVE DRIVE, AND THE NORTHWEST CORNER OF LOT 3 OF SAID RECORD MAP; THENCE TURN 90°00'00" LEFT AND RUN EASTERLY ALONG SAID RIGHT OF WAY FOR 23.25 FEET , TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 193.3 FEET, AND A CENTRAL ANGLE OF 32°00'00" ; THENCE RUN ALONG THE ARC OF SAID CURVE, AND RIGHT OF WAY FOR 83.78 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID RECORD MAP; THENCE TURN 74°49'02" LEFT FROM THE TANGENT OF SAID CURVE AND RUN NORTHWESTERLY FOR 50.50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE SOUTH COVE DRIVE AND THE SOUTHEAST CORNER OF LOT 2 OF SAID RECORD MAP, AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 143.30 FEET, A CENTRAL ANGLE 22°24'49" AND A CHORD BEARING OF SOUTH 72°35'58" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY FOR 56.06 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 97°48'00' AND A CHORD BEARING OF SOUTH 72°35'38" WEST ; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY FOR 34.14 FEET; THENCE TURN 90°00'00" LEFT FROM THE TANGENT OF SAID CURVE AND RUN WESTERLY ALONG SAID RIGHT OF WAY FOR 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID RECORD MAP, AND THE POINT OF BEGINNING OF THE STREET VACATION HEREIN DESCRIBED. CONTAINING 5625 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

St. Luke's Episcopal Church is the owner of Lots 2 and 3 South Cove Addition, as recorded in Map Book 36, Page 75, in the Office of the Judge of Probate of Jefferson County, Alabama, both of which abut that portion of the improved Street (South Cove Drive) proposed to be vacated pursuant to the petition.

At the time and place set forth above, the City Council will receive public comment with regard to the Petition for Vacation. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council prior to or may request an opportunity to be heard at the public hearing.

Questions regarding the matters that are the subject of this Notice may be directed to the undersigned in person or by telephone.

Dana Hazen
Director of Planning, Building & Sustainability
City of Mountain Brook, Alabama
Mountain City Hall
56 Church Street
Mountain Brook, Alabama 35213
(205) 802-3821

Published by posting at the following locations:

City Hall, 56 Church Street
Gilchrist Pharmacy, 2805 Cahaba Road
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road
Jefferson County Courthouse

We're the good heat.®



2101 6th Avenue North, Birmingham, Alabama 35203

July 12, 2016

Dana O. Hazen, AICP
City Planner
56 Church Street
City of Mountain Brook, AL 35213

RE: Public Hearing (2016-083) – Vacation of a portion of South Cove Dr. Mountain Brook.

Mrs. Hazen:

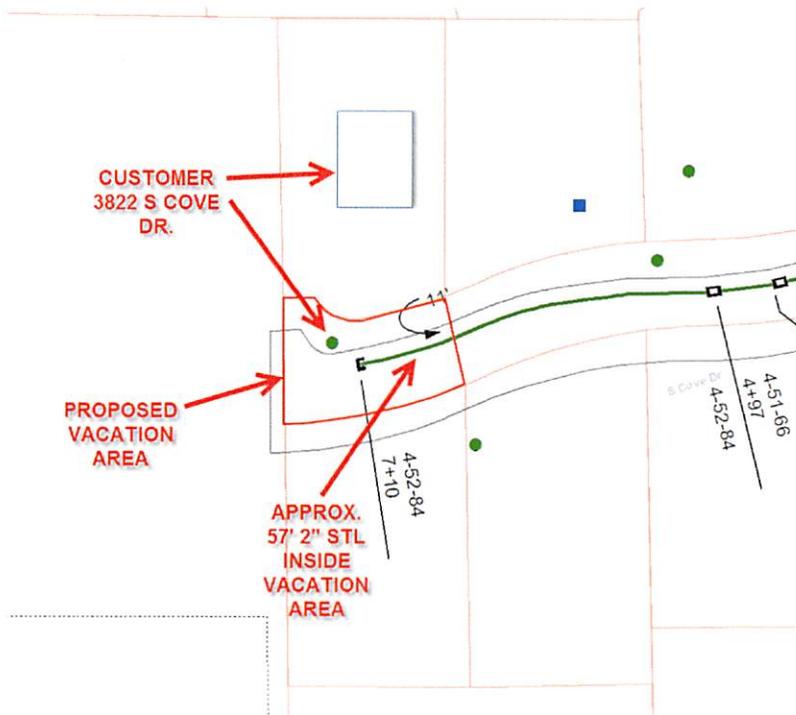
We have reviewed the above referenced plans and determined that Alagasco has facilities in the right of way proposed to be vacated, currently serving 3822 S Cove Dr. We respectfully request an easement or written right of access to maintain this main and service line as needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerre H. Johnson".

Jerre H. Johnson
Manager – Construction Engineer

JJ/in



JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS – PRESIDENT
SANDRA LITTLE BROWN – PRESIDENT PRO TEMPORE
GEORGE F. BOWMAN
DAVID CARRINGTON
T. JOE KNIGHT

TONY PETELOS
CHIEF EXECUTIVE OFFICER

DAVID DENARD
Director of Environmental Services Department
Suite A300
716 Richard Arrington Jr. Blvd. N.
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

June 29, 2016

Ms. Dana Hazen
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

RE: City of Mountain Brook resolution
Petition for Vacation of a portion of South Cove Drive
filed by St. Luke's Episcopal Church
(NE ¼ of section 4-18-2W)

Dear Ms. Hazen:

This responds to the above referenced City of Mountain Brook resolution (Petition for Vacation of a portion of South Cove Drive) (road right of way proposed to be vacated highlighted in yellow on enclosed drawing "A").

Our records indicate there is an existing County maintained sanitary sewer located within a portion of said road right of way proposed to be vacated (see enclosed drawing "B"). Be advised that the County does retain rights to said road right of way for the purpose of maintaining said sewer.

If vacation of said road right of way is approved by the City of Mountain Brook, the property owner(s) must dedicate a minimum 20 foot wide sanitary sewer easement to the County by deed/instrument for all of said sanitary sewer (said property owner(s) are responsible for the work necessary for said dedication as well as any cost associated with such). The dedication must be for the full length of said sewer from the point it enters said area proposed to be vacated to the point it leaves said area proposed to be vacated. The property owner(s) should contact Richard Mixon (205-521-7515) with our organization regarding Environmental Services Department regulations governing the aforementioned. Furthermore, the property owner(s) should address the aforementioned prior to the completion of the vacation process.

The County's ability to maintain said sanitary sewer cannot be impeded. No encroachments by structures into said road right of way or easement, facilitating said sewer, will be allowed and any site preparation work, if any, such as roadways, storm drainage, utilities, fill dirt as well as heavy equipment operation within said road right of way or easement must be approved by the County Environmental Services Department prior to any such work being performed.

This letter should not be construed that the County warrants the accuracy of information provided to us by others.

Sincerely,



David Denard
Director of Environmental Services

DD/WMA/sh

CC: Denise Shelton, Chief Land Acquisition Agent, Roads & Transportation Department
Daniel White, Deputy Director, Environmental Services Department
Emily Kemp, Chief Civil Engineer, Environmental Services Department
Richard Mixon, Plans Examiner, Environmental Services Department

Enclosures

SAINT LUKES EPISCOPAL CHURCH
RIGHT OF WAY VACATION EXHIBIT

1 6
BECKHAM'S RESURVEY OF
ACREAGE "C" OF GLENBROOK
MAP BOOK 34 PAGE 38

1
SOUTH COVE ADDITION
MAP BOOK 36 PAGE 75

POINT OF
COMMENCEMENT
ROW VACATION

POINT OF
BEGINNING
ROW VACATION

SOUTH COVE DRIVE
50' R.O.W.

L-88.08
R-143.30
CB-S 72°35'38" W
DELTA = 22°24'49"

L-34.14'
R-20.00'
DELTA 87°48' 00"

L-82.78'
R-193.30'
DELTA = 32°00'00"

3 4
SOUTH COVE ADDITION
MAP BOOK 36 PAGE 75

SCALE: 1" = 50'

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DRAWING "A"

