

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**AUGUST 22, 2016, 7:00 P.M.**

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1. Approval of the minutes of the August 8, 2016 regular meeting of the City Council.
2. Proclamation: September 2016 proclaimed "Myositis Awareness Month".
3. Consideration: Resolution accepting the professional services proposal of FBAC Fontenot Benefits & Actuarial Consulting for the actuarial valuation and disclosure services required by GASB 45 or [early implementation of] GASB 75 with respect to the City's other post-employment benefit plan (retiree medical insurance).
4. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting for a traffic and pedestrian study of Vine Street, Dexter Avenue and Church Street.
5. Consideration: Resolution setting a public hearing on September 12, 2016 at 7 p.m. to consider an ordinance amending Sec. 129-295 of the City Code regarding open houses, home tours, and special events in residential zoning districts.
6. Consideration: Resolution authorizing the execution of a revenue enhancement and auditing services agreements between the City and Public Resource Management Alliance Corporation with respect to the revenue enhancement services.
7. Consideration: Ordinance repealing Ordinance No. 693 and to prohibit smoking in certain enclosed places and certain outdoor public places in the City.
8. Announcement: The next regular meeting of the City Council is September 12, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
AUGUST 8, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 8th day of August, 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  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Lloyd C. Shelton

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Smoke-Free Ordinance-Steve Stine (Appendix 1).

A committee (Alice Womack, Sam Gaston, Steven Boone, and Steve Stine) shall meet to continue editing certain provisions of the draft (namely no smoking regulations in public places including proximity to entrances and definitions). The revised draft shall be considered again on August 22, 2016.

2. Update on bridges over Watkins Branch and Shades Creek-Walter Schoel of Schoel Engineering (Appendix 2).

Council President Pro Tempore Pritchard reported that a resident has offered to pay the estimated \$37,000 cost of the bridge leaving the approximately \$50,000 installation costs to the City. Mr. Schoel was asked to obtain a price for an arched bridge. The matter will be considered again at a later date.

3. Contract with Stone and Sons Electrical to light the police and fire memorials. (Resolution No. 2016-105 was added to the formal meeting agenda.)

4. Alley access for 502 Euclid-Steve Stine. (See Minute Book 88, pages 212–219.)

In light of a law suit filed by the Joneses and Kimberlins, legal counsel recommended that the matter be tabled for discussion and action.

Ms. Meg Gore addressed her neighbors expressing her desire to work out their disagreements with respect to the requested alley access and parking improvements.

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

The Cahaba Road conditional use application for a tutoring service (Appendix 3) was withdrawn by the applicant (and removed from the formal meeting agenda) based on concerns regarding parking expressed by all members of the City Council during the pre-meeting discussions.

6. Executive session

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

Nays: None

Council President Smith declared that the motion carried by a vote of 4—0 and then asked that the members of the audience be excused. She also announced that the City Council shall 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 August 8, 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.

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City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
AUGUST 8, 2016**

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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 8th day of August, 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  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Lloyd C. Shelton

Also present were City Attorney Steve Stine, 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. RECOGNITION OF GUESTS**

Council President Smith recognized Boy Scouts Jack Armstrong of Troop 320 and Michael Arinello of Troop 237 both in attendance for their Communications merit badge.

**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 July 25, 2016 regular meeting of the City Council.

<b>2016-101</b>	Appoint Graham Leigh Smith to the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end August 8, 2020	Exhibit 1, Appendix 1
<b>2016-102</b>	Ratify the execution of real estate closing documents with respect to the acquisition of [Piggly Wiggly parking lot and access road] property pursuant to Article III, Section 3.1(a) of the development agreement between the City and Ajlouny Investments, LLC authorized upon the adoption of Resolution No. 2014-170 on December 16, 2014	Exhibit 2, Appendix 2
<b>2016-105</b>	Authorize the City Manager to engage Stone & Sons Electrical Contractors to perform the lighting upgrades specified in their proposal dated July 25, 2016	Exhibit 5, Appendix 5

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Womack. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard 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

Alice Womack

Nays: None

Council President Smith thereupon declared that said Council minutes and resolutions (Nos. 2016-101 through 2016-103) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

**3. CONSIDERATION OF A RESOLUTION (NO. 2016-103) 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 (EXHIBIT 3, APPENDIX 3)**

The resolution was introduced in writing by Council President Smith who then invited the Interim Director Murdock whether she had any comments.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion for the adoption of the resolution. The motion was seconded by Council member Womack and was carried, as follows:

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

Nays: None

The Council President Smith declared that the said resolution (No. 2016-103) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**4. CONSIDERATION OF A RESOLUTION (NO. 2016-104) APPROVING THE PERMIT FOR THE INSTALLATION OF SMALL CELL TECHNOLOGY FACILITIES AND RELATED NEW SUPPORT STRUCTURES PURSUANT TO THE PROVISIONS SPECIFIED IN ORDINANCE NO. 1948 (SEC. 2. (B)(VII) (3) AND SEC. 3.(B)(V)(1)) (EXHIBIT 4, APPENDIX 4)**

The resolution was introduced in writing by Council President Smith who then invited the applicant to introduce the matter for consideration.

Attorney Andy Rotenstreich, representing Crown Castle (applicant):

- Being a residential community, it is difficult for wireless carriers to install additional macro cell towers in Mountain Brook
- Crown Castle is on the leading edge of installing micro or small cell antenna to improve its services
- Segment 1 of Crown Castle's proposed network upgrade includes 19 small cell antennas, 14 of which will be attached to existing structures/poles. The remaining five antennas will require the installation of new support structures that require Council review and approval pursuant to the City's ordinance (No. 1948).
- The application before the Council tonight includes 4 of these new structures
- Segments 2 and 3 are expected to include 11 installations
- The reason new poles are required for the 5 installations in Segment 1 is because there are no usable poles in the vicinity of where the antenna need to be located
- Existing poles are much more desirable from Crown Castle's perspective and less costly than co-locating on existing structures
- While there are utility poles in the areas to be upgraded, they are not of the type that the Power Company will allow Crown Castle (or other carriers) to co-locate
- Poles that are not suitable for the small cell facilities include primary poles and those with transformers

- In February Crown Castle representatives along with the City Manager and City Planner visited the various sites to identify the optimal locations
- The poles to be installed are wooden poles (the same as used by Alabama Power Company)
- The antenna will be installed on top of the poles with the radio equipment installed at least 12 feet above the ground
- All new structures will be installed on the City's right-of-way

City Planner, Dana Hazen:

- There are a couple of conditions the Council should be aware of: 1) the Montevallo Road pole (BRM 004) is to be located a little further back (east) from the curb and 2) Crown Castle will be providing surveys to ensure that the new poles, if approved, will be installed in the public right-of-way before the building permit is issued

George Sims of 2800 Hastings Road:

- Objects to the installation of the proposed pole at 2800 Hastings Road (BMR079)
- This pole will be pretty noticeable at the proposed location
- The Sims' have already given up at least four feet to cut back shrubbery to improve visibility at the intersection
- Believes the pole will restrict visibility to a degree
- There are already utility poles across the street so he views this pole in front of his house as being very noticeable
- Better aesthetic locations include within the traffic triangle at the intersection of Overhill Road and Hastings Road or the house next door
- The Sims' have just completed a 6-figure renovation to the house and believes the proposed pole will adversely affect his property value
- To add insult to injury, the pole will serve Verizon customers and the Sims' are AT&T customers
- Requests that Crown Castle consider alternative locations in the vicinity for safety and aesthetics reasons
- Does moving the pole 25 to 30 yards really impact the signal that much?

Andy Rotenstreich:

- The installation needs to be in the vicinity of this intersection
- Crown Castle should be fine with installing the pole within the triangle
- The antenna cannot be installed on the south side of Hastings Road as those are primary power line poles and there must be at least 10 feet of separation between the facilities
- Regarding the other locations suggested by Mr. Sims, it depends on the signal strength as to whether these locations will work
- Has not met with Mr. Sims
- Relocating the pole does affect the signal. Crown Castle will have to model the various proposals to determine the magnitude of the impact.

Council President Smith:

- Asked that Mr. Rotenstreich meet with Mr. Sims
- Also, that the Police Chief and Public Works Superintendent meet on site to review line of site issues at the various alternative locations suggested by Mr. Sims
- Would appreciate Crown Castle working with Mr. Sims to try to mitigate his concerns
- Expressed concerns about locating the pole within the suggested triangle for safety reasons

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion for adoption of the resolution approving the three (3) new structures (BRM004, BRM011, and BMR080) (excluding the one proposed for Hastings Road—BRM079) subject to the relocation of the Montevallo Road pole (BMR004) as expressed in the resolution and Crown Castle providing surveys (3) before the City issues a building permit. The motion was seconded by Council President Smith and was carried, as follows:

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

Nays: None

The Council President Smith declared that the said resolution (No. 2016-104) is hereby adopted by a vote of 4–0 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, August 22, 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](http://www.mtnbrook.org)) for more information.

**6. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving potential litigation and that the City Council shall not reconvene upon conclusion of said executive session. The motion was seconded by Council member Carl. 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  
Alice B. Womack

Nays: None

The Council President Smith declared that the motion carried by a vote of 4–0 and 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 August 8, 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.

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City Clerk

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## MYOSITIS AWARENESS MONTH

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**WHEREAS**, "Myositis" is a general term describing a number of Idiopathic Inflammatory Myopathies, which are life-threatening, rare diseases and thought to be autoimmune in nature causing muscle weakness, inflammation, pain, skin rashes, lung disease, impairment in swallowing, and fatigue; and

**WHEREAS**, There is no cure for any form of Myositis and only limited treatment options, which can have life-altering side effects, and due to the rarity of Myositis, there is often a delay in diagnosis or misdiagnosis causing a delay in potentially effective treatments that may lead to permanent muscle loss; and

**WHEREAS**, Education for patients, caregivers, and healthcare providers is important to the overall health of patients; and

**WHEREAS**, Myositis can affect both children and adults of all ages with symptoms often developing slowly while often mimicking other less-rare diseases; and

**WHEREAS**, Myositis affects every aspect of patients' lives including emotional, physical, relationships, and financial, patients deserve emotional support, financial assistance, and understanding; and

**WHEREAS**, Raising awareness and funding are important factors in advancing research and developing new, less-damaging treatments with the goal of a cure for Myositis; and

**WHEREAS**, Congress passed a house resolution in 2006 proclaiming September 21st as National Myositis Awareness Day; and

**WHEREAS**, **CITY OF MOUNTAIN BROOK** would like to join Congress and Myositis Support and Understanding Association in raising awareness of Myositis.

**NOW, THEREFORE**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, do hereby **proclaim** that September 2016, be observed as

## MYOSITIS AWARENESS MONTH

and call upon all residents of the City to learn about Myositis and advocate for increased funding for research and education programs.

Given under my hand and the City of Mountain Brook, Alabama, on this 22nd day of August, in the year of our Lord, 2016, and of the Independence of the United States of America, 240th.

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**Lawrence T. Oden, Mayor**

2016-106

**RESOLUTION NO. 2016-107**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Fontenot Benefits & Actuarial Consulting (Exhibit A attached hereto) for their actuarial valuation of the City's retiree medical benefit plan as required [every two years] by GASB Statements 43 and 45 or [early implementation of] GASB 75 .

**ADOPTED:** This 22nd day of August, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 22nd day of August, 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 August 22, 2016 as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



August 11, 2016

Steven Boone  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213

Re: Government Accounting Standards Board (GASB)  
Statements 43 and 45 Calculations on Other Postemployment Benefits (OPEB)

I am writing this engagement letter for providing the necessary actuarial calculations as required by the published GASB 45.

This engagement would involve the following steps:

1. Preparation of a written actuarial valuation report setting forth results of the calculations and the information required by GASB Statement 45 or GASB 75.
2. Assist in the development of the required financial statement reports and assumptions required by GASB 43/45 for two years.
3. Prepare alternate assumptions based on future plan design changes.

Our professional fee for this engagement will be \$5,000 for the GASB 45 valuation.

If the terms and conditions represent services desired by you, please sign where indicated below and return a copy for our files.

ACCEPTANCE:

The terms and conditions for this engagement letter correctly state the scope of work to be performed and are accepted by us.

Accepted By:  
Title

Date:



**RESOLUTION NO. 2016-108**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to a traffic and pedestrian study of Vine Street, Dexter Avenue and Church Street.

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

**ADOPTED:** This 22nd day of August, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 22nd day of August, 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 August 22, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

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

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

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic and pedestrian study of Vine Street, Dexter Avenue and Church Street in the City of Mountain Brook (the "Project" or "Services");

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

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

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

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

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

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

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

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

**3. COMPENSATION/ BILLING/ PAYMENT:** Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the amount of **\$8,700.00**

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

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or

services other than those contemplated herein shall be performed without the written approval of the Client.

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

#### **4. STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

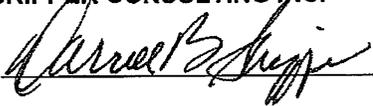
The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

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

**CLIENT: CITY OF MOUNTAIN BROOK, AL**

**CONSULTANT: SKIPPER CONSULTING INC.**

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: Darrell B. Skipper, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 8/10/16

**EXHIBIT "A"**  
**SCOPE OF WORK**

The Consultant shall perform the following scope of work in relation to traffic and pedestrian studies conducted on Vine Street, Dexter Avenue, and Church Street in the City of Mountain Brook.

1. The Consultant will conduct five traffic counts within the study area. Counts will include both vehicular and pedestrian traffic volumes. This will include the intersection of Vine Street at Dexter Avenue, the accesses to the Piggly Wiggly parking areas on Vine Street and Church Street, and pedestrian crosswalks on Vine Street and Church Street.
2. The Consultant will conduct peak hour observations of vehicle and pedestrian flows.
3. The Consultant will perform analyses of traffic operations. This will specifically include, but not be limited to, alternatives for traffic control for the intersection of Vine Street at Dexter Avenue.
4. The Consultant will perform analyses of pedestrian crosswalk activities.
5. The Consultant will prepare recommendations for traffic flow and pedestrian flow improvements.
6. The Consultant will present the findings of the study to City staff for review and comments.
7. The Consultant will prepare a draft report which documents the study findings.
8. After review, the Consultant shall issue a final report.
9. The Consultant shall attend as many meetings of the Mountain Brook City Council as needed.

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (VINE STREET, DEXTR AVENUE AND CHURCH STREET TRAFFIC AND PEDESTRIAN STUDY)**

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

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

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

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

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

mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

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

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

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

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

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

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

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

.1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than \$500,000 per occurrence.

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

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

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

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

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

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

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

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

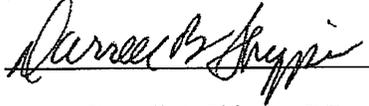
the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

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

**CITY: CITY OF MOUNTAIN BROOK**

**CONTRACTOR: SKIPPER CONSULTING INC.**

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: Darrell B. Skipper, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 8/10/16

# RESOLUTION SETTING PUBLIC HEARING FOLLOWS.

## ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE AMENDING SECTION 129-295 OF THE CITY CODE REGARDING OPEN HOUSES, HOME TOURS AND SPECIAL EVENTS IN RESIDENTIAL ZONING DISTRICTS

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-295 of the City Code is hereby amended to include subsection (c) as follows:

1. **“(c) Open Houses, Home Tours and Special Events.** Open houses, home tours and other special events ("Special Events") ~~advertised for ticket sales to the general public~~ wherein a residential premise or part thereof is made open to the general public for a fee, donation or other remuneration ~~or otherwise~~ for commercial or charitable purposes may be conducted in the residential districts of the city under the conditions specified herein below. Such uses shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupation).
  - (1) No more than one (1) such Special Event shall be conducted at any one residential premises during any one calendar year.
  - (2) Such Special Event shall be limited in duration to a maximum of six ~~(6) weekend (6)~~ days and eight (8) weekdays, in duration which days must be within a ~~eighteen sixteen~~ (168) day period beginning with the first day of the event. For the purposes of this provision, weekend days shall mean Saturday and Sunday and weekday shall mean Monday through Friday.
  - (3) Goods sold at the Special Event shall be limited to inside the premises or the rear yard, and may not be visible from any public street.
  - (4) A permit shall be required for each Special Event for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Application for such permit, in the form and with all information requested by the city, must be submitted to the City Manager at least thirty (30) days prior to the date upon which the Special Event is scheduled to begin.
  - (5) If, after review of the application, the City Manager determines that the parking or the public rights of way are insufficient to handle anticipated traffic volume for the Special Event, the City Manager may require the use of remote parking areas and shuttle buses or valet services, the engagement of law enforcement officers by the applicant to assist with vehicular traffic or other measures designed to reduce the impact on surrounding properties and the public rights of way in the area.
  - (6) For the purposes of this section, an open house or home tour conducted for the sole purpose of marketing or sale of the residential premises themselves and for which a fee, donation or other remuneration is not collected shall be permitted and shall not be subject to the conditions in this subsection.

2. **Repealer**. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
3. **Severability**. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
4. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law.

**ADOPTED:** This \_\_\_\_ day of July, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This \_\_\_\_ 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on July \_\_, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on July \_\_, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Gilchrist Pharmacy, 2850 Cahaba Road  
Overton Park, 3020 Overton Road  
Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2016-109**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, September 12, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-295 of the City Code regarding open houses, home tours and special events in residential zoning districts.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than fifteen (15) days prior to September 12, 2016, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, Overton Park – 3020 Overton Road and Cahaba River Walk, 3503 Overton Road notices of said public hearing in words and figures substantially as follows:

**“NOTICE OF PUBLIC HEARING**

**PROPOSED ZONING CODE NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, September 12, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 129-295 OF THE CITY CODE  
REGARDING OPEN HOUSES, HOME TOURS AND SPECIAL EVENTS  
IN RESIDENTIAL ZONING DISTRICTS**

**BE IT ORDAINED** by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-295 of the City Code is hereby amended to include subsection (c) as follows:

1. **“(c) Open Houses, Home Tours and Special Events.** Open houses, home tours and other special events ("Special Events") wherein a residential premise or part thereof is made open to the general public for a fee, donation or other remuneration for commercial or charitable purposes may be conducted in the residential districts of the city under the conditions specified herein below. Such uses shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupation).
  - (1) No more than one (1) such Special Event shall be conducted at any one residential premises during any one calendar year.
  - (2) Such Special Event shall be limited in duration to a maximum of six (6) weekend days and eight (8) weekdays, which days must be within an eighteen (18) day period beginning with the first day of the event. For the purposes of this provision, weekend days shall mean Saturday and Sunday and weekday shall mean Monday through Friday.

2016-109

- (3) Goods sold at the Special Event shall be limited to inside the premises or the rear yard, and may not be visible from any public street.
- (4) A permit shall be required for each Special Event for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Application for such permit, in the form and with all information requested by the city, must be submitted to the City Manager at least thirty (30) days prior to the date upon which the Special Event is scheduled to begin.
- (5) If, after review of the application, the City Manager determines that the parking or the public rights of way are insufficient to handle anticipated traffic volume for the Special Event, the City Manager may require the use of remote parking areas and shuttle buses or valet services, the engagement of law enforcement officers by the applicant to assist with vehicular traffic or other measures designed to reduce the impact on surrounding properties and the public rights of way in the area.
- (6) For the purposes of this section, an open house or home tour conducted for the sole purpose of marketing or sale of the residential premises themselves and for which a fee, donation or other remuneration is not collected shall be permitted and shall not be subject to the conditions in this subsection.

2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

**Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.”

**ADOPTED:** This 22nd day of August, 2016.

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Council President

**APPROVED:** This 22nd day of August, 2016.

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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 August 22, 2016, as same appears in the minutes or record of said meeting.

I further certify that copies of the resolution above were posted on August 19, 2016 in four (4) conspicuous places within the City of Mountain Brook, as follows:

City Hall – 56 Church Street  
Gilchrist Drug Company - 2805 Cahaba Road  
Overton Park – 3020 Overton Road  
Cahaba River Walk – 3503 Overton Road

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2016-110**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the master services agreement between the City and Public Resource Management Alliance Corporation (PReMA Corp.), in the form as attached hereto as Exhibit A, subject to such minor changes as may be approved by the City Attorney.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to execute such other documents that may be determined necessary with respect to said engagement.

**ADOPTED:** This 22nd day of August, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 22nd day of August, 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 August 22, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this “Agreement”) is entered into by and between **PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION**, a Colorado corporation (“PReMA Corp”), and the **CITY OF MOUNTAIN BROOK**, an Alabama municipality (“Mountain Brook”), effective as of the last date that is signed below by a party (the “Effective Date”).

### WITNESSETH:

**WHEREAS**, PReMA Corp is engaged in the business of rendering business revenue collection and discovery of businesses that are not compliant with licensing requirements of local governmental entities, and performing auditing services for those entities;

**WHEREAS**, Mountain Brook desires to contract with PReMA Corp to obtain the Services as stated in certain Schedule(s) for this Agreement upon the terms and conditions contained in this Agreement and those Schedule(s); and

**WHEREAS**, PReMA Corp desires to contract with Mountain Brook to render the Services as stated in certain Schedule(s) for this Agreement upon the terms and conditions contained in this Agreement and those Schedules.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, Mountain Brook and PReMA Corp agree as follows:

**1. Services.** PReMA Corp shall perform those services (the “Services”) described in the annexed schedule and all separate schedules later executed and annexed (collectively, the “Schedules” and, individually, a “Schedule”) upon the terms and conditions contained in this Agreement and those Schedules.

**2. Fees.** As compensation for the performance of the respective Services, Mountain Brook shall pay PReMA Corp fees (the “Fees”) as provided for in the Schedule related to the respective Services.

In the event that the Fees for Services on a Schedule consists of an hourly component, Mountain Brook acknowledges and agrees that PReMA Corp may perform the Services using labor from PReMA Corp’s affiliated companies, and such labor shall be billed to Mountain Brook under the same billing terms applicable to PReMA Corp’s employees. Unless specified on a Schedule, PReMA Corp will not bill Mountain Brook on an hourly basis for Services, and Mountain Brook will not pay hourly labor charges.

**3. Expenses.** In the event that a Schedule for Services provides that PReMA Corp will be reimbursed for travel, meals, copying, communication charges or other expenses it incurs in connection with its provision of those Services (hereinafter collectively “Reimbursable Expenses”), Mountain Brook shall reimburse PReMA Corp for those Reimbursable Expenses. Unless specified on a Schedule, PReMA Corp will not bill Mountain Brook for any Reimbursable Expenses, and Mountain Brook will not pay any of those Expenses.

#### **4. Invoices and Terms of Payment.**

4.1 Submission of Invoices. PReMA Corp shall invoice Mountain Brook periodically for the Fees earned and Reimbursable Expenses incurred by PReMA Corp (if specified on an applicable Schedule) pursuant to this Agreement. PReMA Corp may, in its sole discretion, issue separate invoices for Services rendered pursuant to separate Schedules. Mountain Brook acknowledges and agrees that in some instances (e.g., the collection of sales and other taxes and business license revenue) the Fees earned and Reimbursable Expenses incurred by PReMA Corp (if any are payable) pursuant to this Agreement will be withheld by PReMA Corp from the remittances paid to the City in connection with its performance of the Services; provided, however, that with respect to such Fees and Reimbursable Expenses (if any are payable) PReMA Corp shall issue to Mountain Brook a periodic statement setting forth the manner in which such Fees and Reimbursable Expenses were determined and the amount withheld with respect to the payment of those items.

4.2 Payment of Invoices; Disputed Amounts. Invoices are due and payable within thirty (30) days after receipt. In the event that Mountain Brook disputes or contests an invoice, only that portion so disputed or contested in good faith shall be withheld from payment, and the undisputed portion shall be paid.

4.3 Remedies for Failure to Timely Pay Invoices; Suspension of Services. If Mountain Brook fails to fully pay an undisputed invoice within 30 days of the date due of the payment of said invoice. If Mountain Brook fails to timely make such payment and those delinquent amounts are determined in subsequent litigation to be owed to PReMA Corp, Mountain Brook shall be obligated to pay PReMA Corp any interest on the delinquency that is recoverable under applicable law and the reasonable attorney fees it incurs in any such action. In addition, if Mountain Brook fails to timely pay an undisputed amount, PReMA Corp may, after giving thirty (30) days written notice to Mountain Brook, suspend the rendering of Services under this Agreement until said invoice is paid in full. In the event of suspension of Services under this Section 4.3, PReMA Corp will have no liability to Mountain Brook for delays or damages caused to it because of such suspension of Services.

#### **5. Standard of Care; Insurance.**

5.1 Standard of Care. The standard of care applicable to PReMA Corp's provision of the Services will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time PReMA Corp's Services are performed.

5.2 Insurance. Throughout the Term of this Agreement PReMA Corp shall maintain the following insurance:

- a. Worker's Compensation Insurance. Worker's compensation and employer's liability insurance as required by the State.
- b. Automobile and Vehicle Liability Insurance. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor

vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- c. Professional Liability Insurance Professional liability insurance covering claims for any errors or omissions, with \$1,000,000 limit of liability.
- d. Comprehensive General Liability. Comprehensive liability insurance covering claims arising out of PReMA's operations and performance of Services, including coverage for contractual obligations assumed hereunder, with \$1,000,000 combined limits.

**6. Obligations of Mountain Brook.** In addition to performing any of its obligations set forth in a Schedule(s), Mountain Brook will perform the following:

6.1 Furnishing of Data. Mountain Brook will promptly provide to PReMA Corp all data in its possession that Mountain Brook determines is reasonably related to or is reasonably necessary for PReMA Corp's performance of the Services. PReMA Corp shall be permitted to rely on the accuracy, timeliness, and completeness of the information provided by Mountain Brook, and in no event shall PReMA Corp be liable to Mountain Brook as a result of such reliance. Further, in no event will Mountain Brook be liable to PReMA Corp in the event of inaccuracies or errors in the data it furnishes.

6.2 Access to Facilities and Property. On mutually acceptable conditions and times, Mountain Brook will make its facilities (including, without limitation, its offices and computer system) accessible to PReMA Corp as required for it to perform the Services.

6.2 Timely Review. Mountain Brook will promptly examine PReMA Corp's reports, specifications, notices, proposals, and other documents. In the event that a decision is required by Mountain Brook in order for PReMA Corp to perform the Services, Mountain Brook shall; render such decision in writing in a timely manner.

6.3 Litigation. Regardless whether PReMA Corp has performed Services with respect to a delinquent account, the parties agree and understand that Mountain Brook, in the exercise of its sole discretion, shall determine whether to file or bring any lawsuit or formal administrative action against third parties to collect amounts owed for any such delinquent account. Further, the parties agree that, if Mountain Brook elects to bring any such litigation or administrative action, (a) Mountain Brook shall bear the expense of that action, and (b) the Services to be performed by PReMA Corp do not include it supporting, preparing, documenting or otherwise assisting Mountain Brook in any such lawsuit or action that it brings ("Litigation Services"). If Mountain Brook requests PReMA Corp to perform any Litigation Services, Mountain Brook will reimburse PReMA Corp for that work based on a mutually agreed upon compensation arrangement.

## **7. General Provisions.**

7.1 Authorization to Proceed. Each individual Schedule of Services that is contemplated shall require authorization of Mountain Brook, or its designated representative, prior to PReMA Corp performing the specific services identified in the respective schedule.

7.2 Force Majeure. Neither party is responsible for damages or delay in the performance of their respective obligations hereunder that are caused by acts of God, strikes, lockouts, accidents, or other events beyond their reasonable control.

### **7.3 Limitations of Liability.**

7.3.1. Cap. PReMA Corp's liability for loss, expenses or damages incurred by Mountain Brook that arise from the performance of Services by PReMA Corp shall not, in the aggregate, exceed the amount of the minimum limits of the Comprehensive Liability insurance coverage or

Professional Liability coverage provided by PReMA Corp under this Agreement. The limitation of liability contained in this section shall apply whether PReMA Corp's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause. Said limitations shall apply to PReMA Corp's officers, directors, affiliated corporations, employees, and subcontractors.

7.3.2. Consequential Damages. PReMA and Mountain Brook waive claims against each other for consequential, indirect, special, punitive, and exemplary damages, and for any other damages in excess of direct, compensatory damages that arise from their failure to perform their respective obligations under this Agreement. 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 PReMA's obligations in section 7(f) below or elsewhere in this Agreement to indemnify Mountain Brook for claims made or asserted against it.

7.4 Indemnification. Notwithstanding any other provisions of this Agreement, PReMA Corp shall defend, indemnify and hold Mountain Brook harmless from any and all claims, damages, losses, and expenses, including litigation costs and attorney's fees, to the extent that such arise from (a) the failure of PReMA Corp to perform its obligations hereunder, or (b) the negligence or willful misconduct of PReMA Corp, or any of its employees, officers, agents or subcontractors, in the performance of the Services.

7.5 Amendment. No amendment of any provision of this Agreement of the Schedules shall be valid unless the same shall be in writing and signed by all of the parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.6 Termination. This Agreement shall commence on the Effective Date and shall continue to be in force for a period of five (5) years (the "Term") or the end of the period for performance of a Project on a Schedule, whichever occurs last. Notwithstanding, if the period for performance of a Project on a Schedule has not expired, either party may terminate this

Agreement without cause prior to the expiration of its Term by giving the other party written notice in the manner set forth below. On expiration or termination of this Agreement (or a Project on a Schedule) without cause, (a) PReMA Corp shall be paid for all Fees earned and Reimbursable Expenses (if any are payable) incurred through the expiration or termination date, and (b) PReMA Corp will return all data furnished to it by Mountain Brook in a reasonably appropriate electronic format, and will otherwise reasonably cooperate and assist in any transition of the performance of Services by another provider.

Additionally, the failure of a party to perform a material obligation hereunder owed to the other through no fault of the other party shall be deemed a "Default". This Agreement, and any ongoing Project that is set forth on a Schedule, may be terminated for cause by a party effective thirty (30) days after it provides written notice of a Default to the defaulting party if the defaulting party fails to (a) cure a Default with such correction period, or (b) if the Default is of a nature that reasonably cannot be cured within 30 days after written notice, the defaulting party fails to diligently commence correction of such nonperformance within that period and promptly correct same. The following are among good reasons to terminate for cause: (i) the failure of Mountain Brook to make timely payments for uncontested amounts due under this Agreement; and (ii) the failure of PReMA Corp to perform the Services in the time period on a Schedule or in the manner contemplated herein.

On termination of this Agreement (or a Project on a Schedule) for cause, PReMA Corp shall return to Mountain Brook all data previously provided to it in connection with the Services and no party will owe any further obligation to the other on that Project; provided that if PReMA Corp has not defaulted on its obligations under this Agreement (or with respect to a Project on a Schedule), PReMA Corp shall be paid for all Fees earned and Reimbursable Expenses (if any are payable) incurred through the termination date. Also, on termination for cause, PReMA Corp will return all data furnished to it by Mountain Brook in a reasonably appropriate electronic format, and will otherwise reasonably cooperate and assist in any transition of the performance of Services by another provider.

7.7 Severability and Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Notwithstanding any other provision of this Agreement, the obligations in Sections 7.3, 7.4, 7.5, 7.6, 7.14 and 7.20 shall survive the expiration or termination of this Agreement.

7.8 No Conflict of Interest. Neither the performance of the Services by PReMA Corp nor this Agreement shall preclude PReMA Corp from making proposals on or providing similar services to Mountain Brook in the future. Without limiting the forgoing, information and knowledge gained by PReMA Corp in providing the Services shall not create or constitute a conflict of interest in making proposals on or providing additional services to Mountain Brook.

7.9 Non-Exclusivity. This Agreement shall not limit the right of PReMA Corp to contract with other persons or entities to provide merchandise or services of any kind whatsoever, including, but not limited to services similar to the Services, nor shall this Agreement prohibit or limit PReMA Corp in any way from providing such services. Further, by

entering this Agreement, Mountain Brook shall does not grant PReMA Corp an exclusive right to perform for it services of the nature set forth herein (or on a Schedule).

7.10 Jurisdiction. The law of the State where the Services are being performed shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

7.11 Costs and Expenses of Legal Action. If a party is required to bring legal action to enforce their rights under this Agreement or as the result of a Default by the other party and prevails in any such action, the costs and expenses of the prevailing party, including reasonable attorneys' fees, shall be paid by the Defaulting party.

7.12. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights or benefits to anyone other than Mountain Brook and PReMA Corp, it being the intent of the parties that there are no third party beneficiaries hereto.

7.13 Assignments. This is a bilateral personal services Agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. The Agreement is binding on the successors and assigns of the parties hereto.

7.14 Confidentiality and Nondisclosure. The parties shall hold in confidence any confidential information obtained during the term of this Agreement, which shall include any material, data or information disclosed by either party to the other and not previously known by or disclosed to the public or to third persons, and shall include, without limitation, trade secrets, confidential reports, financial and operational information, customer, subscriber and contact lists, and other matters relating to the operation of the businesses of Mountain Brook and PReMA Corp ("Confidential Information"). Such Confidential Information will be kept strictly confidential by Mountain Brook and PReMA Corp, its elected officials, employees, advisors or agents ("Representatives"), and except for disclosures made to Representatives who need to know in order to carry out this Agreement and/or person, firms or corporations specifically designated by PReMA Corp, Mountain Brook and PReMA Corp shall not communicate or disclose any Confidential Information to any person, firm or corporation or use any such Confidential Information for its own account. Confidential Information shall not include: (a) any information that was part of the public domain when received or becomes a part of the public domain through no action or lack of action Mountain Brook, (b) prior to disclosure, was already in possession and not subject to an obligation of confidence or (c) subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship the parties with respect to the information.

PReMA Corp acknowledges that Mountain Brook is a governmental entity that may be obligated to disclose information to third parties pursuant to the open or public records laws of the State of Alabama. Therefore, notwithstanding any provision in this Section to the contrary, to the extent that Mountain Brook determines, in the exercise of its reasonable discretion, that the disclosure of Confidential Information to a third party is required by state law, it does not commit to keep confidential all Information that either party may designate as Confidential.

However, if PReMA Corp designates information as “Confidential,” before making any disclosure of that information to a third party who requests its disclosure, Mountain Brook will notify the party requesting disclosure of PReMA Corp’s desire to protect the confidentiality of the that Information, and promptly notify PReMA Corp so that it will be afforded an opportunity to oppose the disclosure.

7.15 Ownership of Data, Work Product and Intellectual Property and Licenses. All data furnished by Mountain Brook to assist PReMA Corp perform its Services shall remain the property of Mountain Brook; provided that Mountain Brook grants PReMA Corp a license to access and use such data solely for purposes reasonably related to the performance of Services contemplated herein or on a Schedule.

All reports, summaries, information, documents, flowcharts or other work product created by PReMA Corp that store, apply or otherwise utilize the data furnished by Mountain Brook for PReMA Corp to perform the Services (collectively “Work Product”) shall remain the property of PReMA Corp; provided that PReMA Corp grants Mountain Brook a license to access and use such Work Product solely for purposes reasonably related to the generation of revenue for it or in connection with the performance of Services contemplated herein or on a Schedule.

All discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and rights developed during the course of, or as a result of, providing the Services (collectively, “PReMA Intellectual Property”) shall be the sole property of PReMA Corp; provided that PReMA Corp grants Mountain Brook a license to access and use any such PReMA Intellectual Property solely for purposes reasonably related to the generation of revenue for it or in connection with the performance of Services contemplated herein or on a Schedule.

7.16 Notices. All notices under this Agreement will be in writing and will be deemed to have been given when such notice is (i) when delivered by the United States Postal Service First-Class Certified Mail, Return Receipt Requested, (ii) when delivered by express courier service, or (iii) when telecopied. Notices will, unless another address is specified in writing, be sent to the address indicated below:

Notices to PReMA Corp:

PReMA Corp  
Attention: Sherry Howell  
149 Pine Shadows Drive  
Eclectic, AL 36024  
Facsimile No.:(334) 857-3313

Notices to Mountain Brook:

City of Mountain Brook, Alabama  
Attention: Finance Director  
P O Box 130009  
Mountain Brook, Alabama 35213

7.17 Entire Agreement. This Agreement, together with any Schedules now or hereinafter attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. The Services to be performed for Mountain Brook by PReMA Corp are defined solely by this Agreement and the Schedules, and not by any other contract or agreement that may be associated with the performance of Services.

7.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties shall not be required to sign the same counterpart in order for this Agreement to be binding.

7.19 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

7.20 Compliance with Law. PReMA Corp 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 Alabama Taxpayer Bill of Rights, Fair Debt Collection Practices Act and any other Laws relating to the collection of indebtedness. This undertaking will survive the termination of this Agreement.

7.21 Permits/Licenses. Before commencing the Services, PReMA Corp, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Services (collectively, "Licensing"). PReMA Corp further agrees to maintain that Licensing throughout the performance of its Services.

7.22 Status of Parties. PReMA Corp is an independent contractor of Mountain Brook. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between PReMA Corp and Mountain Brook, or as establishing any relationship beyond PReMA Corp's role as a billing and collection representative of Mountain Brook under the terms of this Agreement. Moreover, PReMA Corp and its employees and representatives shall have no legal authority to bind Mountain Brook.

7.23 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.

7.24 Authority. As additional inducement for the Mountain Brook to enter this Agreement, PReMA Corp 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 PReMA Corp is a party.

7.25 Immigration Law Compliance. If PReMA Corp employs any person or contractor in Alabama in connection with the performance of Services, PReMA Corp 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 Agreement, 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. PReMA Corp 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 and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If PReMA Corp violates any term of this paragraph, the Agreement will be subject to immediate termination by Mountain Brook. To the fullest extent permitted by law, it shall defend, indemnify and hold harmless Mountain Brook 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 parties hereto have executed, sealed, and delivered this Agreement through their duly authorized representatives, as of the day and year first written above.

**PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION  
(PREMA CORP)**

By: \_\_\_\_\_

Its  Vice-President \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 001 TO CITY/PReMA CORP MASTER AGREEMENT**

This **SCHEDULE NO. 001** (this “Schedule”) to that certain Master Services Agreement effective as of \_\_\_\_\_, 2016 (the “Master Agreement”) is entered by and between **PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION**, a Colorado corporation (“PReMA Corp”), and the **CITY OF MOUNTAIN BROOK, ALABAMA** (“City” or “Client”) on this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Schedule Date”).

**W I T N E S S E T H:**

**WHEREAS**, Chapter 26, Article VII of the City of Mountain Brook Code of Ordinances (the “City Code”), provides for the levy and assessment of business license fees for the privilege performing or conducting a business, trade or profession or other business activity in the City, and Chapter 26, Articles IV & V of the City Code provides for payment of sales/use taxes by those businesses;

**WHEREAS**, the City desires to collect all revenue due it for business license fees, and municipal sales/use taxes from businesses operating in the City;

**WHEREAS**, PReMA Corp has the knowledge and experience to provide Services to discover unlicensed businesses operating in the City (“Non-Compliant Businesses”) and collect business license fees and unpaid sales/use tax revenue from those Non-Compliant Businesses (such fees and unpaid municipal taxes being referenced herein as “Unpaid Revenue”);

**WHEREAS**, the City each desire to enter into an Agreement whereby PReMA Corp provides the Services described herein to discover Non-Compliant Businesses and collect Unpaid Revenue therefrom; and

**WHEREAS**, PReMA Corp and the Client desire that, beginning on the Schedule Date, this Schedule be annexed and made a part of the Master Agreement, and that this Schedule continue in effect as provided for in the Master Agreement or in this Schedule.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the City and PReMA Corp agree as follows:

1. **Terms of Master Agreement; Capitalized Terms.** Unless otherwise provided in this Schedule, capitalized terms that are not defined herein shall have the same meanings as in the Master Agreement. In the event of a conflict between the terms of the Master Agreement and those in this Schedule, the terms of this Schedule shall control.

2. **Scope of Project/StartDate/Schedule/Completion Date.**

(a) **Project.** PReMA Corp shall provide the City with revenue generation services related to (a) the identification of unlicensed business activity in the City limits by Non-Compliant Businesses that have failed to comply with the licensing requirements in the City Code for the 2016 licensing year (i.e., January 1 - December 31, 2016), and (b) the collection of Unpaid

Revenue from Non-Compliant Businesses identified by PReMA Corp on the PReMA Master List discussed below (herein collectively the “2016 Revenue Enhancement Project” or the “2016 Project”).

The parties recognize that the period in which PReMA Corp performs the 2016 Project will continue beyond the time when businesses operating in the City are required to acquire licenses for the 2017 licensing year. If, in the course of performing the Project, it is determined that a business that PReMA has identified and placed on the PReMA Master List has failed to pay business license fees and municipal sales/use taxes for the licensing year 2017 (the “2017 Year Delinquencies”), the collection of those 2017 Delinquencies shall also be encompassed in the scope of the 2016 Project and PReMA Corp shall be entitled to receive the Fees (as set forth below) if it collects those 2017 Delinquencies. However, if, before the final PReMA Master List is created and given to the City, a business that appears on that List as potentially having Unpaid Revenue for the 2016 licensing year contacts the City and voluntarily pays its business license fees and/or municipal sales/use taxes to the City for either the 2016 or 2017 licensing years without being prompted or solicited by a representative of the City’s Finance Department or Revenue Staff to make those payment(s), collection from those businesses shall not be included in the scope of the 2016 Project and PReMA Corp shall be not entitled to receive any Fees related to those payments.

(b) Project Start Date. This Project shall commence when (i) this Schedule is fully executed and (ii) the City provides PReMA Corp an authorization to proceed (the “Project Start Date”).

(c) PReMA Corp will perform the various phases of the Services on the following schedule:

(i) Mobilization and Start-up Activities: PReMA Corp will perform its mobilization and startup activities within three (3) months after the Project Start Date. These activities will include software configuration, activation of databases, preparation of business notifications and forms;

(ii) Creation of Final PReMA Master List: No later than within ninety-five (95) days after the Project Start Date, PReMA Corp will finalize its final list of businesses that it has identified as Non-Compliant Businesses who may have Unpaid Revenue for the 2016 licensing year (the “PReMA Master List”), and simultaneously furnish that List to the City;

(iii) Field Work Activities. PReMA will commence field work activities (including contacts with Non-Compliant Businesses) within no later than four (4) weeks after the creation of the final PReMA Master List, and substantially complete its field work within six (6) months after the Project Start Date.

(d) Project Termination Date. The 2016 Project shall continue to be in force for one year after Project Start Date.

**3. Cooperation/Suspension of City Collection Activities.** The parties understand and agree that the success of the 2016 Project is dependent on cooperation between the City Finance Department (and its Revenue staff) and representatives of PReMA Corp.

The City agrees that its revenue staff, inspectors or other representatives of its Finance Department will not conduct field inspections for purposes of identifying or discovering Non-Compliant Businesses for the period beginning with the Project Start Date and ending six (6) months later.

However, nothing herein prohibits the City from making inspections, pursuing collection efforts, or collecting business license fees or sales/use taxes from any of the following: (a) any business that is newly established or licensed by the City prior to the Project Start Date; (b) any business that is newly established or licensed by the City after the Project Start Date but is not on the PReMA Master List; (c) any business identified in the City business license database as having held a business license from the City for the 2016 licensing year, regardless if any such business does or does not owe the City business license fees or municipal sales/use taxes for either of the 2016 or the 2017 licensing years; and (d) any business any business that is not identified on the final PReMA Master List that contacts the City and voluntarily pays its business license fees and/or municipal sales/use taxes to the City for either the 2016 or 2017 licensing years without being prompted or solicited by a representative of the City's Finance Department or Revenue Staff to make those payment(s). In the event that the City receives payments from any of the businesses in the circumstances delineated in situations (a) – (d) immediately above, the City shall not owe PReMA Corp any Fees (as is set forth below) with respect to those payments.

**4. Applicable Fees/Taxes to Be Collected.** The collection Services provided by PReMA Corp. shall be limited to collection from Non-Compliant Businesses of the unpaid license fees (including any interest and penalties) as described in Chapter 26, Article VII of the City Code, and unpaid sales and use taxes from Non-Compliant Businesses that are described in Chapter 26, Articles IV & V.

**5. Eligibility of Accounts for Discovery and Compensation.** Unless otherwise provided herein, the City and PReMA Corp agree that all Non-Compliant Businesses on the final PReMA Master List shall be eligible for inclusion and calculation for compensation.

**6. Collection of Applicable Fees.** PReMA Corp may begin collecting the applicable fees and taxes, (including penalties, and interest) effective as of the Project Start Date and continue to collect the applicable taxes and fees until such time as this Schedule expires or is terminated. Disbursements, net of PReMA Corp fees, will be made to the City by either wire transfer or by ACH into City's designated account on a bi-weekly basis during the term of this Schedule. Reports of disbursements will provided to the City as part of the Services. Twenty-four hour access to collection data and taxpayer reporting will be made available to City's designated staff via internet access.

**7. Provision of Client Data.** The City shall provide PReMA Corp with the most current and active 2016 business licensing year database including, but not limited to, account number, business name, dba name, physical address, mailing address, and most recent Business License effective data no later than thirty (30) days after the Project Start Date

**8. Scope of Services.** PReMA Corp will provide the following services relative to discovery and collection of business license fees from Non-Compliant Businesses:

8.1. Inventory. Work by PReMA Corp during the various phases of the Services will include, but not be limited to:

- (a) Physical identification and personal contact with the business as necessary. Both parties recognize that there may be entities, institutions and industries that are either exempt from licensing under federal, state, or local laws, or are properly licensed but may be engaged in additional lines of business or may have under their “umbrella” individuals who are independent contractors/vendors or who conduct independent activities at a single location in the City that may require a business license. It is agreed that, PReMA Corp will contact management of such entities to seek management's cooperation before contacting individuals or individual independent contractors/vendors. Should PReMA be unable to secure cooperation of management and a list of independent contractors/vendors for which the aforesaid entities conduct business with and are under their "umbrella," then PReMA will notify the City informing them of the lack of cooperation or refusal of the entity to provide a list of such independent contractors/vendors or individuals.
- (b) Identify and confirm businesses that have business presence (nexus) in the City, but are located outside of the City. The City understands that not all businesses providing services and products in Mountain Brook but who do not have a physical address in Mountain Brook, can be identified during the term of the field inventory process.
- (c) Telephone and Internet investigations.
- (d) Comparison of all available databases to listing of businesses currently licensed (e.g. Alabama Secretary of State, Mountain Brook Chamber of Commerce, City of Mountain Brook, etc.). Comparison will include a sample comparison of licensed retailers to the City's sales tax database to assess completeness and accuracy of both tax and license databases.
- (e) Send written notices of the requirement for license:
  - 8.1(e)(1) Deliver and/or mail a First Notice
  - 8.1(e)(2) Follow up with mailing a Second and Third/Final Notice of Tax and License requirement
  - 8.1(e)(3) PReMA Corp will advise designated City Finance Department staff of license/tax status if no response to Third and Final Notice.

8.2. Internet Access. The City will be provided with secure internet access to view and download real-time data from PReMA Corp's licensing records twenty-four hours a day, seven days a week.

8.3 Collections. PReMA Corp will collect the appropriate fees, taxes, and any penalties and interest thereon, on behalf of the City. PReMA Corp will also provide the following assistance to the City in connection with these activities:

- (a) Receive completed license applications;
- (b) Follow up with Business License tax, fee, penalty, and interest calculations for all applicable years and invoicing;
- (c) Receive all Business License tax payments via PReMA Corp fbo City of Mountain Brook bank lock box;
- (d) Provide the City with taxpayer information, payment information, and other documentation provided to PReMA Corp by taxpayer on paid-in-full taxpayer accounts for the City's final review and City's issuance of applicable year's Business License(s);
- (e) Deposit, via either ACH or wire transfer, Unpaid Revenue (including penalty and interest amounts) received on behalf of the City directly into the City's designated bank account during the collection phase of the Project, after deduction of PReMA Corp's contingency fee;
- (f) Provide the City with taxpayer records along with deposit;
- (g) Data Entry/License Clerk. Data Entry/License Clerk. PReMA Corp will provide one full time employee (FTE) on-site in the City's Finance Department or other agreed location. This full time employee shall be an employee of PReMA and not the City for any purpose. Employee may serve as the point of contact for businesses seeking assistance with completing business license application and/or payment of Business License invoices as a result of the Revenue Enhancement project. The PReMA employee may be on the City's site throughout the one-year period of this Project.

8.4 Delinquencies. PReMA Corp will provide taxpayer delinquency notification (up to three notices and/or invoices, including final notice/invoice) before turning the account over to the City for further collection action. The City reserves the right, in the exercise of its sole discretion, to determine what, if any action, it will take regarding collection of accounts returned by PReMA Corp.

8.5 Delinquent Closeout. The City shall be advised by PReMA Corp of any amounts outstanding or of non-responsive businesses after the 3rd and Final Invoice and/or third and final notice, respectively, has been provided to taxpayer. Two categories of taxpayers will be

identified: (i) businesses who have been invoiced, but have not paid in full; and (ii) businesses who have not responded to Notice(s) of Non-Compliance. The City may, but is not obligated, to take the necessary enforcement action in a timely manner to collect invoiced amounts in full or to achieve compliance with Notice(s) of Non-Compliance.

8.6 Call Center. PReMA Corp will provide the City and taxpayer with a call center for customer service during PReMA’s normal business hours via a toll-free number.

8.7 Documentation. PReMA Corp will provide the City with the following documentation:

- (h) Schedule of current month Business License Tax and Fee remittances by taxpayer and indicating period covered by remittance;
- (i) Summary indicating gross collections, fee for services, and net collections for the period, including the total amount deposited in the City’s account on each deposit date.

8.8 Deposit of Funds. See Section 6 above.

8.9 Disputes with Businesses in Collection Process. The parties acknowledge, in the course of PReMA’s collection activities with Non-Compliant Businesses, those Businesses may contest whether they are required to have a license from the City or the amounts of Unpaid Revenue (including interest and penalties) that are claimed to be owed (a “Collection Dispute”). Moreover, the parties agree that some circumstances may arise where compromise or settlement of a Collection Dispute would be in the best interests of the parties, the City and the Business. Accordingly, PReMA Corp agrees that, in the event that a Collection Dispute arises, it will advise the City Finance Department of any such Dispute, and the parties thereafter will exercised their good faith efforts to resolve any Dispute with a Non-Compliant Business in a manner that is reasonably acceptable to all interested entities. PReMA will have no authority to compromise or settle a Collection Dispute with a Non-Compliant Business that is over

9. City Assistance. City shall assist PReMA Corp as follows:

9.1 Interpretation of Applicable Provisions in City Code. City staff will provide assistance related to interpretation of the City Code as well as interpretation of the data it provides to PReMA Corp.

9.2 PReMA Software Configuration. City staff will provide information required for PReMA's software configuration via a question and answer format and/or data configuration template. PReMA Corp may ask questions throughout the configuration process for accurate and concise information.

9.3 Maps and Boundaries. The City will provide boundary address information and maps for the City of Mountain Brook.

9.4 Forms.

The City will assist in preparation of business license application forms to include all applicable and required information from business, including other data as may be required to adequately process application for immediate calculation for invoice. Also, the City will provide other forms as may be required to administer collection of required taxes, fees, penalty, and interest.

9.5 The City will provide applicable Codes and other documents relating to its Business License requirements for all applicable years, and approved letters and forms for use in notification of the City's licensing requirements.

9.6 The City will provide a letter or other appropriate documentation for PReMA Corp to be identified to Non-Compliant Businesses as necessary for its field operations.

**10. Obligations of City.**

10.1 City Furnished Data. See Section 6.1 of Master Services Agreement.

10.2 Unpaid Revenue Calculation. Following the Project Start Date, PReMA Corp and the City will consult on that the tax calculation methods employed used by the City with respect to its business data.

10.3 Access to facilities and property. City will make its facilities accessible to PReMA Corp during the City's regular office hours as reasonably required for PReMA Corp to perform the Services, including agreed office space and access to the City's internet service. Access to City computer equipment, system software, and network will be limited to a computer(s) at the Revenue Department with credentials equivalent to those of a business license clerk, with the exception of the cashiering module. City staff will be available on reasonable intervals during the City's regular office hours to assist PReMA Corp representatives with questions related to City records, processes, and data.

10.4 Timely Review. If requested, City will examine PReMA Corp's reports, specifications, notices, proposals, and other documents at reasonable intervals. In the event that a decision is required of City in order for PReMA Corp to perform the Services, City shall render such decision in writing in a timely manner.

10.5 Litigation Assistance. See Section 6.3 of Master Services Agreement.

**11. Fees.**

(a) City shall pay PReMA Corp the following fees in connection with the performance of the Scheduled Services for the 2016 Project:

A contingent fee of 40% of Unpaid Revenue collected by PReMA Corp during the term of this Schedule. The City agrees that PReMA Corp may continue to collect revenue and receive fees for 90 days after termination of the Schedule with respect to collection activities with a Non-Compliant Business that it initiated within the one-year term of this Schedule.

(b) PReMA agrees that no Fees are payable to it with respect to payments for business license fees and unpaid sales or use taxes that are made by businesses to the City in the following circumstances:

(a) by any business that is newly established or licensed by the City prior to the Project Start Date;

(b) by any business that is newly established or licensed by the City after the Project Start Date but is not on the PReMA Master List;

(c) by any business identified in the City business license database as having held a business license from the City for the 2016 licensing year, regardless if any such business does or does not owe the City business license fees or municipal sales/use taxes for either of the 2016 or the 2017 licensing years; and

(d) by any business that is not identified on the final PReMA Master List that contacts the City and voluntarily pays its business license fees and/or municipal sales/use taxes to the City for either the 2016 or 2017 licensing years without being prompted or solicited by a representative of the City's Finance Department or Revenue Staff to make those payment(s).

**12. Expenses.** The City will not reimburse PReMA Corp for any expenses that it incurs in performing the Services contemplated in this Schedule.

**13. Termination.** This Schedule may be terminated as provided in the Master Agreement or this Schedule, or at any time upon agreement by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed, sealed, and delivered this Agreement through their duly authorized representatives, as of the day and year first written above.

**PReMA CORP:**

**PUBLIC RESOURCE MANAGEMENT  
ALLIANCE CORPORATION**

By: \_\_\_\_\_  
Its Executive Vice-President

Date: \_\_\_\_\_

**CLIENT:**

**CITY OF MOUNTAIN BROOK,  
ALABAMA**

By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 1957 - AN ORDINANCE TO REPEAL ORINANCE NO. 693 AND TO PROHIBIT SMOKING IN CERTAIN ENCLOSED PLACES AND CERTAIN OUTDOOR PUBLIC PLACES IN THE CITY**

WHEREAS, the City Council of the City of Mountain Brook, Alabama is aware that studies show that (1) second-hand smoke exposure can cause disease and premature death in children and adults who do not smoke; (2) children exposed to second-hand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks; (3) even occasional exposure of adults to second-hand smoke can have immediate adverse effects on the cardiovascular system and can cause coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to second-hand smoke; (5) establishing smoke-free public places and places of employment are the only effective ways to ensure that second-hand smoke exposure does not occur in such places because ventilation and other air cleaning technologies cannot completely control exposure of non-smokers to second-hand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry;

WHEREAS, the Council is aware that studies have shown that (1) residual tobacco contamination, or "third-hand smoke," from cigarettes, cigars, and other tobacco products is left behind after smoking occurs and builds up on surfaces and furnishings; (2) tobacco residue can linger in spaces long after smoking has ceased and continue to expose people to tobacco toxins; (3) sticky, highly toxic particulate matter, including nicotine, can cling to walls and ceilings; (4) gases can be absorbed into carpets, draperies, and other upholsteries, and then be reemitted (off-gassed) back into the air and recombine to form harmful compounds; and (5) even the rapid absorption and persistence of high levels of residual nicotine from tobacco smoke on indoor surfaces, including clothing and human skin, exposure to "third-hand smoke" can represent an unappreciated health hazard through dermal exposure, dust inhalation, and ingestion;

WHEREAS, the Council finds that unregulated electronic smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system, and that their use in workplaces and public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions;

WHEREAS, the City Council of the City of Mountain Brook, Alabama is concerned about the health hazards induced by breathing second-hand smoke which include lung cancer, heart disease, respiratory infection, and decreased respiratory function, including bronchospasm;

WHEREAS, the City Council of the City of Mountain Brook, Alabama finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in certain enclosed public places, enclosed places of employment, and certain outdoor public places; (2) to regulate the use of electronic smoking devices like other traditional forms of smoking; (3) to promote the right of non-smokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority in certain places over the desire to smoke; and (4) reasonably balance the interests and rights of all its citizens regarding smoking in certain public places.

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

1. Definitions. As used in this ordinance, the following words and phrases shall have the following meanings:

- (1) **BAR.** An establishment that is licensed by the City for the serving of alcoholic beverages that are intended for consumption by guests on the premises. In addition to the consumption of those beverages, operations at a bar may include serving of food to the public. The term “bar” may include a tavern, nightclub or cocktail lounge.
- (2) **CIGAR BAR.** A licensed establishment in which the primary activity is the sale, manufacture or promotion of cigars or cigar accessories, and in which the sale of the other products is merely incidental.
- (3) **CITY.** The term “City” means the City of Mountain Brook, Alabama, a municipal corporation.
- (4) **ELECTRONIC SMOKING DEVICE.** Any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
- (5) **ENCLOSED.** All area or space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
- (6) **GOVERNMENT BUILDING.** Any building operated or occupied by state, county or city government, or any agencies thereof, or any other separate corporate instrumentality or unit of state, county or city government.
- (7) **GOVERNMENT PROPERTY.** Any real property that is owned, leased or otherwise controlled or utilized by state, county or city government, or any agencies thereof, or any other separate corporate instrumentality or unit of state, county or city government.
- (8) **HEALTH CARE FACILITY.** "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- (9) **LICENSED BUSINESS.** A person, organization or entity required to obtain a license from the City in order to engage in business or conduct business in the City.
- (10) **OUTDOOR PRIVATE PROPERTY.** Outdoor private property is any outside area, land, space or place that is owned, leased or otherwise controlled by a private person, including any privately-controlled place outside an enclosed place of employment, outside an enclosed public place where the public may congregate or in the outside common area of a residential, business or commercial development.
- (11) **OUTDOOR PUBLIC PLACE.** An outdoor public place is any outside area, land, or space on government property where the public is invited or may use, including, but not limited to, any recreational area, athletic field, stadium, amphitheater, arena, bleachers, stage, grandstand, temporary seating area, playground equipment, pavilion, shelter, concession stand, picnic table, bench, sidewalk, path or other structure, improvement or facility on that place.
- (12) **PLACE OF EMPLOYMENT.** An area under the control of a public or private employer,

including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, interior construction sites, temporary offices and vehicles. A “place of employment” does not include either (a) the space or area outside an enclosed place of employment if that area is on outdoor private property, or (b) a private residence (single family or multifamily) that is not used in conjunction with a home occupation involving the employment of persons other than those residing in the private residence.

- (13) PRIVATE CLUB. A premise operated by an organization which is not available to and not customarily used by the general public and entry and privileges thereto are established by regulations of that organization.
- (14) PUBLIC PLACE. An area on public or private property to which the public is invited, including but not limited to licensed businesses, bars, restaurants, hotels, motels, health care facilities, government buildings, government property, recreational areas, athletic facilities, and public transportation shelters.
- (15) RECREATIONAL AREA. Any public area in the City open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to parks, athletic fields, playgrounds, gardens, golf courses, trails and sidewalks.
- (16) RESTAURANT. An eating establishment (including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias) which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term “Restaurant” shall include a bar area within the restaurant.
- (17) RETAIL TOBACCO STORE: A retail store whose primary business is the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- (18) SMOKING: The inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form; the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form; or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.

2. Prohibition. Except as otherwise provided in this subsection, no person shall smoke in any enclosed public place, in any enclosed place of employment or in an outdoor public place within the City. This prohibition does not apply to any of the following:

- (1) Smoking in private residences (single family or multifamily), unless used in conjunction with a home occupation involving the employment of persons other than those residing there.
- (2) Cigar Bars or retail tobacco stores.
- (3) Private clubs.
- (4) Smoking on outdoor private property.
- (5) Smoking outside in an outdoor public place at a location where a nonsmoker is not within twenty (20) feet of the smoker. If a person commences smoking in a permitted location on outdoor public place and that smoker and a nonsmoker subsequently come within the same twenty (20) foot area at that place, the smoker shall not violate this ordinance if they walk through or away from that area or otherwise remove themselves from it following the request of the nonsmoker.

3. Signs. (1) The owner, operator, manager, or other person in charge of an enclosed public place or an enclosed place of employment within the City shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol in those places, which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it, near all entrances to those places.  
  
(2) The owner, operator, manager, or other person in charge of an outdoor public place within the City shall clearly and conspicuously post signs near all regular entrances to any such place stating "No Smoking within Twenty (20) Feet of a Nonsmoker"; provided that no obligation exists to post such signs along sidewalks, streets, alleys, rights of way, public parking lots or trails in recreational areas within the City.
4. Obligation of Person in Charge. The person in charge of an enclosed public place or an enclosed place of employment within the City shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this ordinance in those places. It shall be an affirmative defense to an alleged violation of this subsection that the person having control of a place has asked that the lighted cigarette, cigar, pipe, other tobacco product or electronic smoking device be extinguished or use of same cease, and has asked the smoker to leave the establishment if that person has failed or refused to extinguish the lighted cigarette, cigar, pipe or other tobacco products or cease use of an electronic smoking device.
5. Fine for Smoking Violation. A person who violates the provisions of this ordinance by smoking in an area or place prohibited by this ordinance shall be guilty of a violation of this ordinance that is punishable by a fine of at least twenty-five dollars (\$25.00), but not to exceed one hundred dollars (\$100.00).
6. Fine for Person in Charge. The owner, operator, manager, or other person in charge of an enclosed public place or an enclosed place of employment within the City who fails to comply with the provisions of this ordinance shall be guilty of an ordinance violation that is punishable by:
  - (1) A fine not exceeding one hundred dollars (\$100) for a first violation;
  - (2) fine not exceeding two hundred dollars (\$200) for a second violation within a one (1) year period;
  - (3) A fine not exceeding five hundred dollars (\$500) for third or subsequent violations within a one (1) year period.

7. Separate Violations. Each day on which a violation of this ordinance occurs shall be a separate and distinct violation.
8. Enforcement. Jurisdiction for violations of this ordinance shall be with the municipal court of the City. A charge of a violation shall be treated in the same manner as a traffic citation. Any law enforcement officer may issue a citation pursuant to this section.
9. Repealer. City Ordinance Number 1693 is hereby amended by this ordinance by repealing such ordinance and adopting this ordinance in its place. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
10. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
11. Effective Date. This ordinance shall become effective November 1, 2016.

**ADOPTED:** This \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Council President

**ADOPTED:** This \_\_\_ day of \_\_\_\_\_, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on \_\_\_\_\_, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on \_\_\_\_\_, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Gilchrist Pharmacy, 2850 Cahaba Road  
Overton Park, 3020 Overton Road  
Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
City Clerk