

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 22, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 22nd 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
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Lease renewal for two parking lots in English Village-Keith Arendall and Sam Gaston (Appendix 1).
2. Conditional Use for MPower (Pilates) at 2419 Canterbury Road-Dana Hazen (Appendix 2).

Summary of concerns expressed by the Mayor and members of the City Council:

- Limited parking during the lunch time frame
- Similar businesses in the immediate vicinity that likely will want a similar conditional use approval, if granted

Emma Suttles (applicant) suggested a class starting at 1:30 p.m. (still early enough to accommodate parents with school-age children). The Council President suggested that the applicant and Ms. Hazen meet regarding the later class and revisit the City Council on September 12.

3. Restroom for Mountain Brook Elementary playing field-Shanda Williams (Appendix 3).

Norman Johnson, architect, suggested that the City engage a landscape architect to advise the City regarding the most suitable location and also aesthetics

Because the specifications must be changed (move the building out of the flood way), the project will have to be re-bid.

Shanda Williams will proceed with engaging an electrician to wire the scoreboard and will work with a landscape architect before finalizing the site and rebidding the project.

Faye Clark, representing the garden club that donated the funds for the park bench, stated that the proposed new location is acceptable. If another location is determined necessary, the garden club can live with the City relocating the park bench.

There were no bids for the initial invitation to bid so nothing to reject.

4. Smoking Ordinance-Steve Stine (Appendix 4).

Issues addressed in the proposed draft include:

- The ordinance does not apply to private property
- Exceptions for enclosed locations include residential properties and cigar bars
- A cigar bar is a location where the primary activity includes the sale of cigars and tobacco products
- The draft ordinance includes less stringent definitions than have been suggested in the model ordinance. If issues arise later, the definitions can be revised as determined appropriate.
- Persons may smoke outside on public property so long as they maintain a twenty foot spacing between others at the public property
- No smoking signs are not required under the ordinance
- Designated smoking areas are not required under the ordinance
- The exemption for private clubs remains in the draft ordinance
- There was some debate about definition (5) Enclosed, specifically in reference to “at least two sides by walls . . .”
- Because this ordinance has not been considered in regular session previously, it will require unanimous consent for immediate consideration

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

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 negotiation. 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:

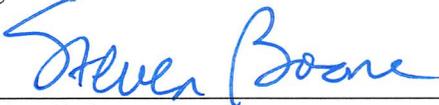
Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

2. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on August 22, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.



City Clerk

22-Aug-16

Current lease terms:			Dreher Proposal:		Verbal Proposal Back:
Rent, both parcels:	\$4,793.76 per month	\$57,525.12 per year	\$6,500 per month	\$78,000 per year	
Yearly increase:	2.50%		2.50%		
Tax Abatement:	City Portion:	\$3,148.86 Per Year	\$3,148.86		
Either party can terminate with 90 days notice			180 day notice		
Number of Spaces:		58	58		
Monthly Cost per Space:		\$87.18 Plus maintenance	\$117 Plus maintenance		
City of Birmingham Deck Spaces Range From:	\$43-\$110	per month			\$95 per space for lower lot only
Homewood Lot:	\$75 +/-	per month			No escalations, 5 year lease, 180 day notice
Parking Revenue to Mountain Brook:		\$0 Free Parking			Plus tax abatement

APPENDIX 1

English Village Parking Lease
City of Mountain Brook
August 22, 2016

Year	Rent				Ad Valorem			Total Cost	Sales Tax & Licenses	
	Arman's	Redstone	Monthly	Annual	Arman's	Redstone	Total			
2003-2007	\$ 1,200	\$ 2,250	\$ 3,450	\$ 41,400	\$ 1,109	\$ 1,132	\$ 2,241	\$ 43,641	\$ 268,885	<2007
2008	\$ 1,543	\$ 2,894	\$ 4,437	\$ 53,249	\$ 1,109	\$ 1,132	\$ 2,241	\$ 55,490	\$ 265,402	
2009	\$ 1,582	\$ 2,966	\$ 4,548	\$ 54,580	\$ 1,109	\$ 1,132	\$ 2,241	\$ 56,821	\$ 253,010	
2010	\$ 1,622	\$ 3,055	\$ 4,677	\$ 56,122	\$ 1,109	\$ 1,132	\$ 2,241	\$ 58,363	\$ 195,383	
2011	\$ 1,662	\$ 3,132	\$ 4,794	\$ 57,525	\$ 1,109	\$ 1,132	\$ 2,241	\$ 59,766	\$ 207,376	
2012	\$ 1,662	\$ 3,132	\$ 4,794	\$ 57,525	\$ 1,109	\$ 1,132	\$ 2,240	\$ 59,766	\$ 270,293	
2013	\$ 1,704	\$ 3,210	\$ 4,914	\$ 58,963	\$ 1,108	\$ 1,131	\$ 2,239	\$ 61,203	\$ 292,947	
2014	\$ 1,746	\$ 3,290	\$ 5,036	\$ 60,437	\$ 1,108	\$ 1,131	\$ 2,239	\$ 62,677	\$ 362,973	
2015	\$ 1,790	\$ 3,372	\$ 5,162	\$ 61,949	\$ 1,108	\$ 1,131	\$ 2,239	\$ 64,188	\$ 349,544	
2016	\$ 1,835	\$ 3,457	\$ 5,291	\$ 63,497	\$ 1,109	\$ 1,132	\$ 2,240	\$ 65,738	\$ 236,412	8 mos



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
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 Fax: 205/879-6913
 hazend@mtmbrook.org
 www.mtmbrook.org

DATE: August 18, 2016
 TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, City Planner
 RE: Conditional Use – MPower (Pilates) 2419 Canterbury Road

On March 28, 2016, the City Council approved a conditional service use for MPower Pilates, subject to the condition that classes times be limited to that proposed in conjunction with the application (see attached Council Resolution, letter from applicant and staff memo from March 2016).

A key factor in the approval of this use was that the pilates studio would be closed from 10:30 – 4:30 (M-F), thereby not conflicting with the parking needs of surrounding retailers. The applicant is now requesting to add a class on weekdays from 10:30 – 11:20 (10 clients).

Parking demands along Canterbury have not changed since the original approval of this request. The idea behind limiting class times to early morning and late afternoon was to balance the needs of local merchants. Retailers enjoy a brief period of available street parking between 9:00 and 11:30. The lunch crowd fills street parking between 11:30 and 1:30, and the retailers regain some use of the street parking between 1:30 and 5:00.

It should be noted that the Council limited the class times for Mountain Brook Yoga (across the street at 2414 Canterbury) to early morning and late afternoon; class sessions are not permitted between 10:30 and 4:00. Limiting class times for local fitness uses to early morning and late afternoon is in keeping with the ebb and flow of peak times for the existing mixture of uses in the area.

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

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

An approval of this request would not be in keeping with the above-noted considerations.



CITY OF MOUNTAIN BROOK

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DATE: March 24, 2016
 TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, City Planner
 RE: Conditional Use – MPower (Pilates)
 2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential "stacking" of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct classes during non-business hours Mon-Fri; however some classes are offered on weekends that may compete with neighboring merchants for parking.



The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference:
 Neighboring conditional use, Mountain Brook Yoga (2414 Canterbury Road), was approved by the council on April 27, 2015 with the following conditions:

- Monday-Saturday*
 Before 9 a.m. <= 25 clients
 Between 9:30 a.m. – 10:30 p.m. <= 15 clients
 Between 11 a.m. – 4 p.m. 1-2 private sessions
 Between 4 p.m. – 5 p.m. <= 15 clients
 After 5 p.m. <= 30 clients
Sunday
 <= 30 clients (30 minutes between classes)

APPENDIX 2

RESOLUTION NO. 2016-041

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

- That class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request (see Exhibit A attached hereto).

ADOPTED: This 28th day of March, 2016.

[Signature]
 Council President

APPROVED: This 28th day of March, 2016.

[Signature]
 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 March 28, 2016, as same appears in the minutes of record of said meeting.

[Signature]
 City Clerk



MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Day of Week	Class Time	Type of Class	Maximum Attendance	Anticipated/Average Attendance	Number of Employees
Monday-Friday	6a	Pilates and Spin	20	12-16 students	3
Monday-Friday	7a	Pilates and Spin	20	12-16 students	3
Monday-Friday	8:30a	Pilates	10	6-8 students	2
Monday-Friday	9:30a	Pilates	10	6-8 students	2
Monday-Friday	Studio closed from 10:30a- 4:30p		0	0	0
Monday-Friday	4:30p	Pilates	10	6-8 students	2
Monday-Friday	5:30p	Pilates and Spin	20	12-16 students	3
Monday-Friday	6:30p	Pilates	10	6-8 students	2
Saturday	8a	Pilates	10	6-8 students	2
Saturday	9a	Pilates	10	6-8 students	2
Saturday	10a	Pilates	10	6-8 students	2
Saturday	11a	Pilates	10	6-8 students	2
Sunday	12:30p	Pilates	10	6-8 students	2
Sunday	1:30p	Pilates	10	6-8 students	2
Sunday	2:30p	Pilates	10	6-8 students	2

Contact Information:
 Emma Suttles
emsuttles@gmail.com
 213-258-7566

Time	Sign In	Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
6:30 - 7:20 pm	Sign In (9/10)	Megaformer Pilates All Levels	Liz Rodell		
Thu August 11, 2016 Signed In 55 (86.75%)					
5:15 - 5:50 am	Sign In (4/10)	Megaformer Express- 35 minutes	April Mack		
6:00 - 6:50 am	Sign In (7/10) *	Megaformer Pilates All Levels	April Mack		
7:00 - 7:50 am	Sign In (8/10)	Megaformer Pilates All Levels	Kaley Ogren		
8:30 - 9:20 am	Sign In (5/10) *	Megaformer Pilates All Levels	Ashley Jackson		
9:30 - 10:20 am	Sign In (6/10) *	Megaformer Pilates All Levels	Ashley Jackson		
4:30 - 5:20 pm	Sign In (6/10) (3) *	Megaformer Pilates All Levels	Mary Cooley		
5:30 - 6:20 pm	Sign In (10/10) (1)	Megaformer Pilates All Levels	Sarah Letcher		
6:30 - 7:05 pm	Sign In (3/10)	Megaformer Express- 35 minutes	Sarah Letcher		
Fri August 12, 2016 Signed In 35 (58.33%)					
6:00 - 6:50 am	Sign In (9/10) (1) *	Megaformer Pilates All Levels	EP Stallworth		
7:00 - 7:50 am	Sign In (2/10)	Megaformer Pilates All Levels	EP Stallworth		
8:30 - 9:20 am	Sign In (3/10) *	Megaformer Pilates All Levels	Biana Guire-Lupina		
9:30 - 10:20 am	Sign In (6/10) (2) *	Megaformer Pilates All Levels	Mary Cooley		
4:30 - 5:05 pm	Sign In (6/10) (1)	Megaformer Pilates All Levels	Virginia Rives		
5:30 - 6:20 pm	Sign In (9/10)	Megaformer Pilates All Levels	Virginia Rives		

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MPower

MIND ⚡ BODY ⚡ SOUL

For every class that a local consumer attends, a healthy breakfast is sent to First Light Shelter.

Time	Sign In	Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
6:00 - 6:50 am	Sign In (7/10)	Megaformer Pilates All Levels	EP Stallworth		
7:00 - 7:50 am	Sign In (2/10)	Megaformer Pilates All Levels	EP Stallworth		
8:30 - 9:20 am	Sign In (3/10) *	Megaformer Pilates All Levels	Jolany Gosody		
9:30 - 10:20 am	Sign In (3/10) (2) *	Megaformer Pilates All Levels	Mary Cooley		
4:30 - 5:20 pm	Sign In (7/10)	Megaformer Pilates All Levels	Virginia Rives		
5:30 - 6:20 pm	Sign In (6/10)	Megaformer Pilates All Levels	Virginia Rives		
6:30 - 7:20 pm	Sign In (9/10)	Megaformer Pilates All Levels	Sally Cramer		
Tue August 16, 2016 Signed In 50 (82.50%)					
5:15 - 5:50 am	Sign In (7/10)	Megaformer Express- 35 minutes	April Mack		
6:00 - 6:50 am	Sign In (8/10)	Megaformer Pilates All Levels	April Mack		
7:00 - 7:50 am	Sign In (9/10)	Megaformer Pilates All Levels	Kaley Ogren		
8:30 - 9:20 am	Sign In (3/10) *	Megaformer Pilates All Levels	Virginia Rives		
9:30 - 10:20 am	Sign In (8/10) (1) *	Megaformer Pilates All Levels	Virginia Rives		
4:30 - 5:20 pm	Sign In (8/10) (3)	Megaformer Pilates All Levels	Mary Cooley		
5:30 - 6:20 pm	Sign In (9/10)	Megaformer Pilates All Levels	Sarah Letcher		
6:30 - 7:20 pm	Sign In (10/10)	Megaformer Pilates All Levels	Sarah Letcher		
Wed August 17, 2016 Signed In 39 (64.29%)					
6:00 - 6:50 am	Sign In (10/10)	Megaformer Pilates All Levels	Katalyn Stanner		
7:00 - 7:50 am	Sign In (9/10)	Megaformer Pilates All Levels	Caitlin Hammond		
8:30 - 9:20 am	Sign In (10/10) *	Megaformer Pilates All Levels	Mary Cooley		
9:30 - 10:20 am	Sign In (12/10)	Megaformer Pilates All Levels	Biana Guire-Lupina		
4:30 - 5:20 pm	Sign In (3/10)	Megaformer Pilates All Levels	Caitlin Hammond		
5:30 - 6:20 pm	Sign In (4/10)	Megaformer Pilates All Levels	Sally Cramer		
6:30 - 7:20 pm	Sign In (5/10)	Megaformer Pilates All Levels	Liz Rodell		

Time	Sign In	Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
6:00 - 6:50 am	Sign In (6/10)	Megaformer Pilates All Levels	EP Stallworth		
7:00 - 7:50 am	Sign In (10/10)	Megaformer Pilates All Levels	EP Stallworth		
8:30 - 9:20 am	Sign In (7/10) *	Megaformer Pilates All Levels	Mary Cooley		
9:30 - 10:20 am	Sign In (5/10) (1) *	Megaformer Pilates All Levels	Mary Cooley		
4:30 - 5:20 pm	Sign In (6/10) (3)	Megaformer Pilates All Levels	Virginia Rives		
5:30 - 6:20 pm	Sign In (7/10) (1)	Megaformer Pilates All Levels	Virginia Rives		
6:30 - 7:20 pm	Sign In (4/10)	Megaformer Pilates All Levels	Sally Cramer		
Mon August 08, 2016 Signed In 52 (74.29%)					
5:15 - 5:50 am	Sign In (2/10)	Megaformer Express- 35 minutes	April Mack		
6:00 - 6:50 am	Sign In (7/10)	Megaformer Pilates All Levels	April Mack		
7:00 - 7:50 am	Sign In (7/10)	Megaformer Pilates All Levels	Kaley Ogren		
8:30 - 9:20 am	Sign In (3/10)	Megaformer Pilates All Levels	Ashley Jackson		
9:30 - 10:20 am	Sign In (8/10)	Megaformer Pilates All Levels	Ashley Jackson		
4:30 - 5:20 pm	Sign In (10/10) (1)	Megaformer Pilates All Levels	Mary Cooley		
5:30 - 6:20 pm	Sign In (6/10) (2) *	Megaformer Pilates All Levels	Sarah Letcher		
6:30 - 7:20 pm	Sign In (5/10)	Megaformer Pilates All Levels	Sarah Letcher		
Tue August 09, 2016 Signed In 51 (83.75%)					
6:00 - 6:50 am	Sign In (6/10) *	Megaformer Pilates All Levels	Carlton Fountain		
7:00 - 7:50 am	Sign In (6/10)	Megaformer Pilates All Levels	Carlton Fountain		
8:30 - 9:20 am	Sign In (10/10)	Megaformer Pilates All Levels	Mary Cooley		
9:30 - 10:20 am	Sign In (12/10)	Megaformer Pilates All Levels	Biana Guire-Lupina		
4:30 - 5:20 pm	Sign In (9/10) *	Megaformer Pilates All Levels	Caitlin Hammond		
5:30 - 6:20 pm	Sign In (9/10)	Megaformer Pilates All Levels	Sally Cramer		
Wed August 10, 2016 Signed In 53 (75.71%)					

APPENDIX 2

6:30 - 7:20 pm	Sign In (2/10)	Megaformer Pilates All Levels	Liz Rodell
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Thu August 25, 2016 Signed in 0 (0.00%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Express-35 minutes	April Mack		
Megaformer Pilates All Levels	April Mack		
Megaformer Pilates All Levels	Kaley Ogren		
Megaformer Pilates All Levels	Ashley Jackson		
Megaformer Pilates All Levels	Ashley Jackson		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Sarah Letcher		
Megaformer Express-35 minutes	Sarah Letcher		

Fri August 26, 2016 Signed in 0 (0.00%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	Baha Ghann-Lubom		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Virginia Rives		
Megaformer Pilates All Levels	Virginia Rives		



Thu August 18, 2016 Signed in 49 (81.25%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Express-35 minutes	April Mack		
Megaformer Pilates All Levels	April Mack		
Megaformer Pilates All Levels	Kaley Ogren		
Megaformer Pilates All Levels	Carlan Fountain		
Megaformer Pilates All Levels	Carlan Fountain		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Sarah Letcher		
Megaformer Express-35 minutes	Sarah Letcher		

Fri August 19, 2016 Signed in 27 (45.00%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	Baha Ghann-Lubom		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Virginia Rives		
Megaformer Pilates All Levels	Virginia Rives		

Classes (Click for details) Teacher (Check box to edit) Room Edit

Mon August 22, 2016 Signed in 30 (62.50%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	EP Stallworth		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Virginia Rives		
Megaformer Pilates All Levels	Virginia Rives		
Megaformer Pilates All Levels	Sally Cramer		

Tue August 23, 2016 Signed in 0 (0.00%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Express-35 minutes	April Mack		
Megaformer Pilates All Levels	April Mack		
Megaformer Pilates All Levels	Kaley Ogren		
Megaformer Pilates All Levels	Ashley Jackson		
Megaformer Pilates All Levels	Ashley Jackson		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Sarah Letcher		
Megaformer Pilates All Levels	Sarah Letcher		

Wed August 24, 2016 Signed in 0 (0.00%)			
Classes (Click for details)	Teacher (Check box to edit)	Room	Edit
Megaformer Pilates All Levels	Katlyn Stanier		
Megaformer Pilates All Levels	Caitlin Hammond		
Megaformer Pilates All Levels	Mary Cooley		
Megaformer Pilates All Levels	Baha Ghann-Lubom		
Megaformer Pilates All Levels	Caitlin Hammond		
Megaformer Pilates All Levels	Sally Cramer		

APPENDIX 2

4

August 18, 2016

This is about the proposed location for the restroom at Mountain Brook Elementary. This is a list of reasons why I, Shanda Williams, chose the location at the intersection of Heathermoor Road and Cahaba Road. Maps are included on the last 2 pages.

The very first thing I did was find where all the utilities were located.

- Water lines run under both Heathermoor Rd and Cahaba Rd. The gentleman that locates lines for 811 and the plumber both said that Heathermoor would be easiest and therefore cheapest. The line under Cahaba Rd is further away from the park.
- I spoke with Alabama Power and they said the cheapest and easiest access would be a pole located on Heathermoor. If we chose a location at the lower end of the field, we would need to pull power from across Cahaba Road and clear some trees. This would be over \$5,000 just for Alabama Power fees and not including tree work and electrician fees to get the power to the restroom. It would cost \$0 from Heathermoor for Alabama Power and no tree work would be required.
- I also researched sewer options. There are two locations across Heathermoor that we can connect to and one line that runs across the field at the lower end. Connecting at the lower end would be the cheapest and easiest, but it didn't out weigh the other two utility options. We were denied the option of having a septic tank by Jeff Co Environmental Services.

After all this, I chose to place it by the batting cages. I took it to Planning Commission, there were no objections and it was approved. Right after that meeting, it was brought to my attention that it was in the flood way and we could not build there.

In order to get it out of the floodway and remain by Heathermoor, we chose the area in question now. Weygand surveyed the area and set stakes for us so we would know where to cut and fill. The restroom can be placed even with the sidewalk that runs parallel with Cahaba Road. The Park Board, Board of Education, and the Planning Commission all approved this location with the stipulation that it would be heavily landscaped to hide it from the street view. No one showed up at the Planning Commission to object to it.

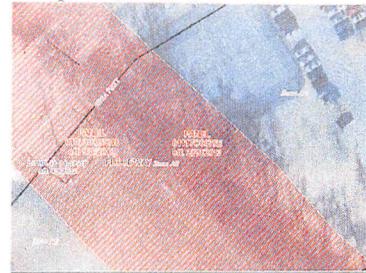
We looked at a location closer to the field, nestled in the trees, but that would require several large trees to be removed and fill dirt added. It would also make the ADA access difficult because it would be so high off the ground. It is my understanding that anywhere else located on the field, the restroom would have to be approximately 3-4ft off the ground to clear the flood level. The handicap ramp that must be provided will have to be one foot for every inch of height off the ground. At 3-4 ft, the ramp will have to be at least 36-48 feet long. At the proposed location, we have to figure out a 1.5-2 ft elevation and ramp to connect to the sidewalk.

I did not consider where the bench is now. That is one of the suggestions from the Garden Club. At the time, I was hoping to not have to disturb it. This location would not be any more difficult than the proposed location.

Their other suggestion was a little further down Heathermoor, closer to the water fountain. This location would not work because of a large storm water pipe and that ground is lower than the playing field in places. It is also in front of the homes across the street. Those homeowners and their view were a major concern of the Board of Education.

Flood Zone maps

This is a map of the Flood Way where we are not allowed to build at all. This is a close up of the area by the batting cages.

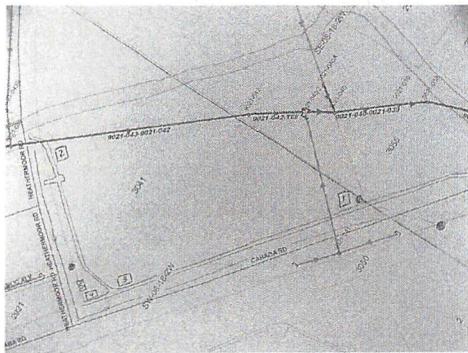


On the map below, the red hash marks and blue stippled area represent the Flood Plain. We can build with an elevation certificate of 1' above finished flood elevation. Building and utilities shall be flood proof construction (do not allow entry of water or exit of sewage). Most of this will require the building to be 3-4 ft off the ground and in turn require 36-48 feet of ramp for ADA access.



APPENDIX 3

Locations we have considered and utility access:



Utilities: The green lines are the sewer pipes we can connect to. The red circled P's are power connection points. The blue lines are the water lines we can tap.

Building locations we considered:

- #1- Where the porta-potty is currently located:
 - Pros: close to sewer, out of the way/hidden
 - Cons: stays wet, really close to property line, more expensive for power and possibly water, would have to be elevated and not easily ADA accessible
- #2- Where the batting cages are. This is in the Flood Way and we can't build there.
- #3- In the trees along the field:
 - Pros: more hidden, still close to the easy power, but may have some challenges
 - Cons: remove trees, fill in with dirt and/or stand high off ground, ADA access, opens directly on field, further from sewer and have to cross electrical lines.
- #4- Current proposed location in question:
 - Pros: high ground will be level with sidewalk by Cahaba Rd, no loss of trees, easiest connection to utilities, easiest ADA access-1.5-2 ft elevation facing the field
 - Cons: Right on street but would be landscaped, block now open view of the field
- #5- One suggestion made on Thursday:
 - Same pros and cons of #4, but some of the view from Cahaba Rd would remain open. The bench would have to be moved, but the Garden Club doesn't want it beside the restroom if it stays at location #4.

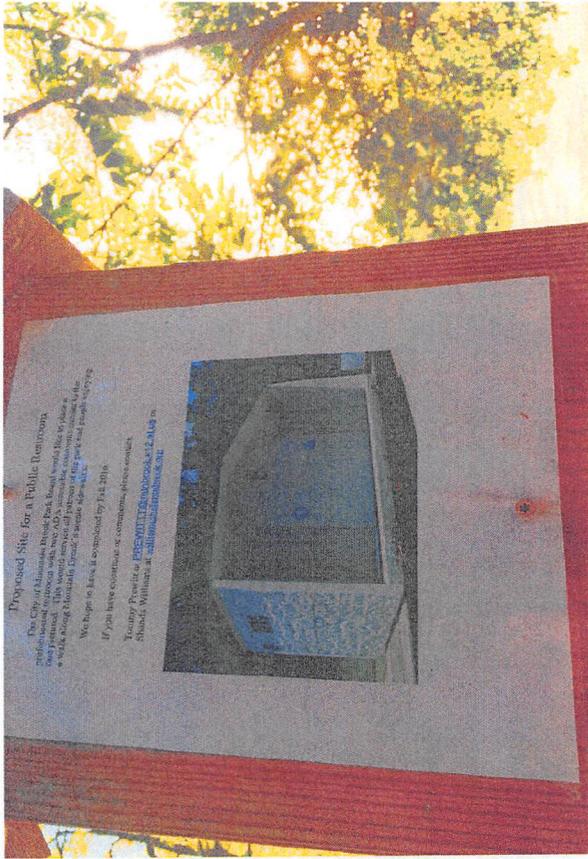
Sam Gaston

From: Faye Clark
 Sent: Thursday, August 18, 2016 2:22 PM
 To: gastons@MTNBROOK.org
 Subject: Restroom scheduled to be placed behind MBE by athletic fields

Attachments: IMG_3184.JPG

IMG_3184.JPG (2 MB)

Sam,
Attached is the picture of the proposed public restroom to be placed by the MBE athletic field. The picture in the next email is the view that will be blocked by the restroom and some other information.
Faye Clark



Sam Gaston

From: Faye Clark
Sent: Thursday, August 18, 2016 2:45 PM
To: gastons@MTNBROOK.org
Cc: becky.smith; Marianns Sharbel; Ann Bloodworth; Katie Dunn; Jgoings929@aol.com
Subject: Fw: The view that will be blocked

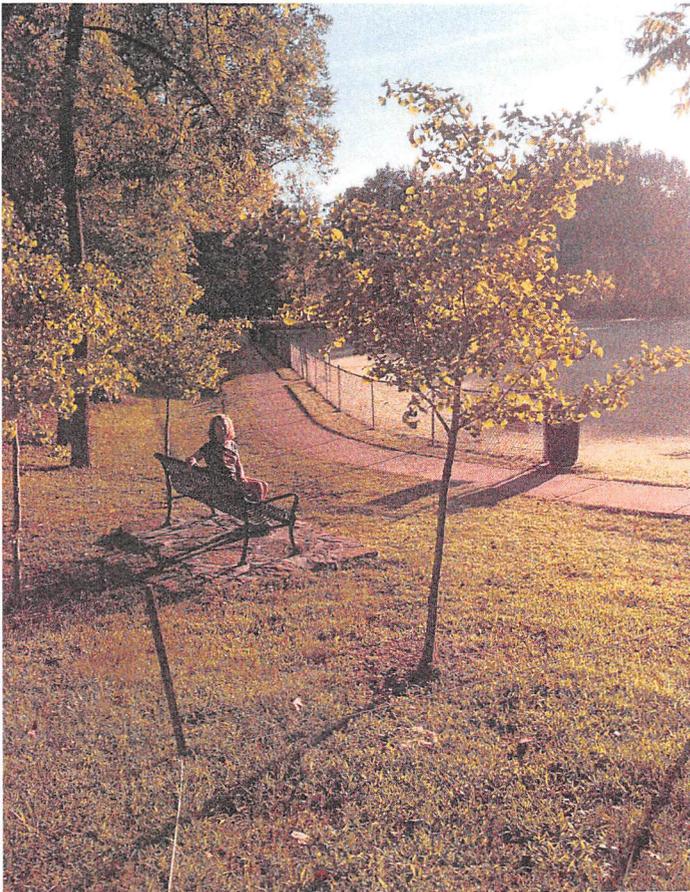
Attachments: IMG_3188.JPG



IMG_3188.JPG (4 MB)

Sam,
 Attached is the view that will be blocked by the restroom. The Village Garden Club recently gave the bench and trees in the picture. The site was chosen because of the view from Cahaba Road and of the field and the use that the bench would get from those watching sports, waiting on children at practice, etc. This beautiful view will be obliterated by the proposed public restroom. I understand that a scoreboard is also proposed for this corner. This corner has a really nice view from Cahaba Road and the trail, affording a beautiful entrance to MB Village. It should not be marred by a public restroom and scoreboard. I talked with Shanda this morning when she met David Fulmer from Brasfield and Gorrie. She and David were both most cordial and attentive and willing to explore other options. I, or my daughter, would like to speak at the City Council meeting on Monday night in reference to this project. Do we need to do anything to be placed on the agenda or just speak at the meeting?
 Thank you,
 Faye Clark

APPENDIX 3



Sam Gaston

From: Shanda Williams
Sent: Friday, August 19, 2016 1:41 PM
To: Sam Gaston
Subject: Fwd: Bathroom

1 of 3

----- Forwarded message -----
From: Ann Bloodworth <annbl@bellsouth.net>
Date: Wednesday, August 17, 2016
Subject: Bathroom
To: williamssh@mtnbrook.org

I can't believe you would allow a bathroom to be put by the trees and bench that our Garden Club worked so hard to establish. A work of beauty will be completely ruined. Please correct this now! I'm horrified. Ann Bloodworth 2724 Canterbury Road

Sent from my iPhone,
 Ann Bloodworth

Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
 3698 Bethune Drive
 Mountain Brook, AL 35223
 T-205-987-3879
 F-205-987-4522
www.mtnbrook.org

Sam Gaston

From: Shanda Williams
Sent: Friday, August 19, 2016 1:41 PM
To: Sam Gaston
Subject: Fwd: Bathroom

2 of 3

----- Forwarded message -----
From: Ann Bloodworth <annbl@bellsouth.net>
Date: Wednesday, August 17, 2016
Subject: Bathroom
To: williamssh@mtnbrook.org

Please know that the spot you picked out for the bathroom near the field at MBES will undo the beauty that my Garden Club worked so hard on. It is the worst spot anyone could pick! What are you thinking to let us put so much work into our project and you not appreciate it! Ann Bloodworth 2724 Canterbury Road

Sent from my iPhone,
Ann Bloodworth

--
Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
www.mtnbrook.org

8/19/2016



EXHIBIT 1

CITY OF MOUNTAIN BROOK

Department of Planning, Building & Sustainability
35 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3810
www.mtnbrook.org

P-16-15

PLANNING COMMISSION
MEETING SUMMARY

Meeting Date: July 5, 2016
Case Number: P-16-15 - 3041 Cahaba Road
Mountain Brook Elementary School Field
Applicants: Mountain Brook School Board
City of Mountain Brook Parks and Recreation Department
Representative: Shanda Williams, Superintendent, Mountain Brook Parks and Recreation
williamssh@mtnbrook.org
Type Request: Request for a revised development plan for the Mountain Brook Elementary recreational fields to add a permanent restroom facility and a scoreboard.
Action Taken: The Commission voted to approve the revised development plan as presented.

Dana O. Hazen

Dana O. Hazen, MPA, AICP
Director of Planning, Building and Sustainability

APPENDIX 3

EXHIBIT 1

P-16-15


Planning Commission Application
PART I

Project Data

Address of Subject Property 3041 Cambridge Road (Mountain Brook Elem)
Zoning Classification Res-A
Name of Property Owner(s) Mountain Brook School Board
Phone Number 871-4608 Email _____
Name of Representative Agent (if applicable)
Shanda Williams - Mountain Brook Parks + Rec
Phone Number 802-3879 Email williamssh@mtnbrook.org

Property owner or representative agent must be present at hearing

Plans

See applicable Section of the Zoning Ordinance for submittal requirements pertaining to your particular application. Applicable Code Section may be found in Part II, list of application types. Contact City Planner with any specific questions as to required plans submittal.

2

EXHIBIT 1

June 22, 2016

Restroom and Scoreboard at Mountain Brook Elementary Field
To Whom It May Concern:

The Park Board would like to install a pre-fabricated restroom near the field at Mountain Brook Elementary. This restroom will be similar to the ones at Brookwood Forest Elementary and Overton Park except that it will have two handicap accessible restrooms. It will be 10' x 18' which includes a small 2 foot porch on the front. It will be 10' tall at the apex of the roof. A photo and plans of the restroom have been included with this request.

The Park Board would also like to install a scoreboard near the restroom. This will be similar to the scoreboards located at Crestline Elementary and each baseball field at the Sports Complex. I believe these are approximately 4' x 8'. A photo of an existing scoreboard is included on the next page. These projects will be installed close together so the electricity can easily be connected from the restroom to the scoreboard.

After the last Planning Commission meeting we found out the location by the batting cages was in the Flood Way where we are unable to build. We had a surveyor come out and help us find a location that would work and that is in the corner of Heathermoor Road and Cahaba Road. It will be approximately 5 feet inside the existing sidewalk that runs parallel with Cahaba Road and approximately 10-12 foot to the outside of the sidewalk that runs along Heathermoor. Photos of the stakes marking the location are included. The string represents how high the restroom will have to be. It will almost be equal to the sidewalk that runs along Cahaba Road and be 19-24 inches higher than the ground now on the side facing the field. We will have to make the porch 3 foot wider and add a ramp to make it ADA accessible.

We will request a darker brown color than what is pictured in the photo of the restroom and we will landscape around it to help screen it from the road. This location will also make connecting to the utilities cheaper. It will be closer to a sewer connection, power connection, and water connection.

The scoreboard will be mounted on the existing field light pole across the sidewalk from the restroom. It will still face the field away from traffic. Because of the cost of the restroom alone, the project will have to be bid out. If everything goes smoothly, we hope to get it installed this summer while school is out. Then the scoreboard can be used for football this Fall.

If you have any questions, please contact me at 802-3879 or at williamssh@mtnbrook.org.

Sincerely,

Shanda Williams
Superintendent of Parks and Recreation

EXHIBIT 1 P-16-15 Zoning

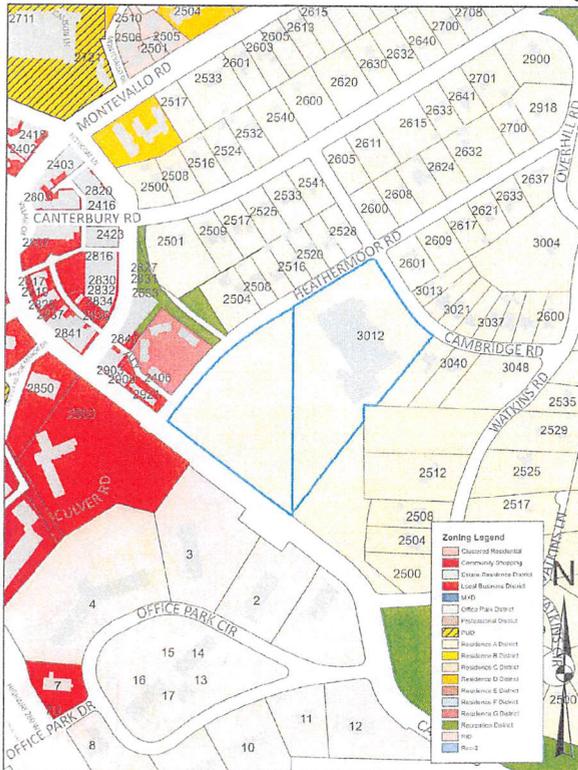


EXHIBIT 1

P-16-15

Recent Background

On May 2, 2015 the Commission approved a restroom facility and score board at the Mountain Brook Elementary fields, but due to flood plain issues, the previous location would not work for the restroom facility. The revised location is near the walking trail along Cahaba Road, and the proposed score board location has moved, along with the restroom, in order to keep electrical lines together.

Petition Summary

Request for a revised development plan for the Mountain Brook Elementary recreational fields to add a permanent restroom facility and a score board.

Section 129-32 of the zoning code requires Planning Commission approval for improvements to an institutional use in the Residence-A District. See attached letter from the City's Parks and Recreation Director for specifics about the proposed project.

The scoreboard is to be lighted, but the existing field lights are brighter than any light that would be emitted from the scoreboard.

Subject Property and Surrounding Land Uses

The subject property contains the recreational fields adjoining Mountain Brook Elementary and is surrounded by a mixture of single family, multi-family, institutional office and commercial uses.

Affected Regulation

Article III, Residence-A District; Section 129-32 Conditions on Certain Permitted Uses.

Appeals

LOCATION: 3041 Cambridge Road

ZONING DISTRICT: Res-A

OWNER: Mountain Brook Board of Education

APPENDIX 3

EXHIBIT 1

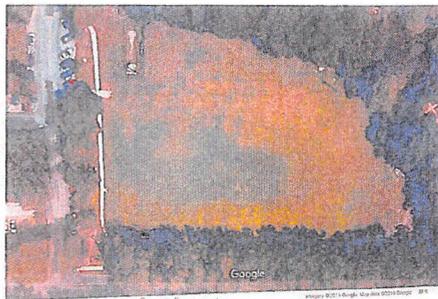
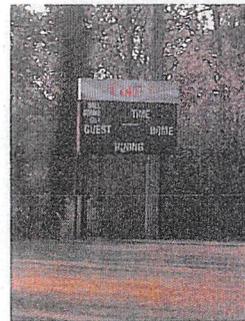
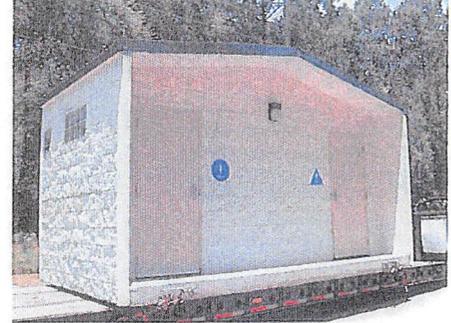


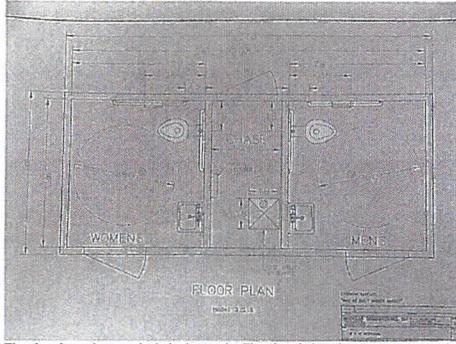
EXHIBIT 1

This is a photo of the restroom. We can choose a different color wall and roof.



This is a similar scoreboard at the Complex

EXHIBIT 1



The plan above does not include the porch. The plans below do.

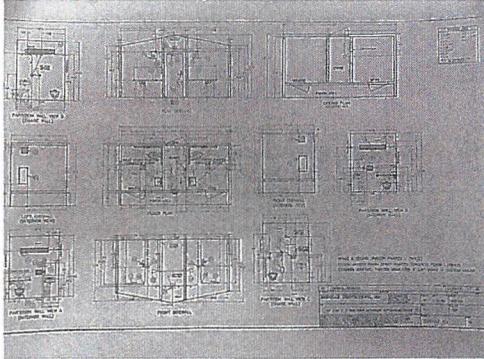


EXHIBIT 1



APPENDIX 3

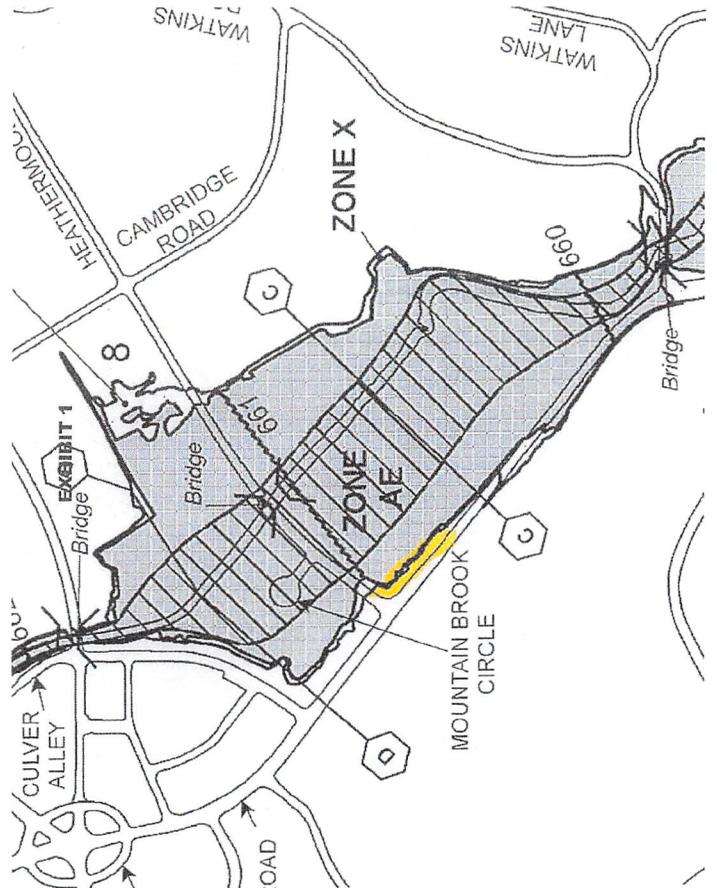


EXHIBIT 1 P-16-15 Aerial



EXHIBIT 1

Name and Address of Sender	Article Number	Check type of mail or service:	AMS Stamp Here (if required for mailing, or for mailing of airmail, registered mail, or mail insured for more than \$500)	Postmark and Date of Receipt	Postage	Actual Value (if registered)	Insurance Charge	Weight (if registered)	Value	Discovered if COD	DD	DC	SC	3M	RD	PK
EVANS, WALTER B. JR. & JANE H. 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7131	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
PRAYER, HANLAN IV & ALICE K. PO BOX 13148 MOUNTAIN BROOK, AL 35213	7015 0640 0002 6427 7126	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
McGEEHEE, EDWARD S. ONE OFFICE PARK CIRCLE, LLC MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7135	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
MCNEILL, WHITE TERRY REALTY 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7142	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
VILLAGE RENAISSANCE LLC PO BOX 13148 BIRMINGHAM, AL 35213	7015 0640 0002 6427 7166	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
RAIS-SABRAHAI SOROSH & LAURA 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7173	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
GARCIA, JENNIFER L. 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7180	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														

Page 2 of 4

EXHIBIT 2

Name and Address of Sender	Article Number	Check type of mail or service:	AMS Stamp Here (if required for mailing, or for mailing of airmail, registered mail, or mail insured for more than \$500)	Postmark and Date of Receipt	Postage	Actual Value (if registered)	Insurance Charge	Weight (if registered)	Value	Discovered if COD	DD	DC	SC	3M	RD	PK
WELDEN, CHARLES 2800 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7147	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
GOODRICH, BRAXTON & MARY B 2516 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7203	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
SYLVESTER, AMY D. 2520 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7210	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
CONNER, ALBEN L. 2524 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7227	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
MEADOWS, RICHARD H. & LINDSEY 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7234	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
MACKENZIE, ROBERT P. & JEANIE H 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7241	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
SINOR, ANDREW J. JR. & LINDSAY L. 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7258	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
EVANS, J. PARKER B. & JENNIFER W. 2504 HEATHERMOOR ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7265	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														

Page 3 of 4

EXHIBIT 1

Name and Address of Sender	Article Number	Check type of mail or service:	AMS Stamp Here (if required for mailing, or for mailing of airmail, registered mail, or mail insured for more than \$500)	Postmark and Date of Receipt	Postage	Actual Value (if registered)	Insurance Charge	Weight (if registered)	Value	Discovered if COD	DD	DC	SC	3M	RD	PK
CITY OF MOUNTAIN BROOK P O BOX 130009 MOUNTAIN BROOK, AL 35213-0009	7015 0640 0002 6427 7036	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
LADD, GEORGE P O BOX 130164 BIRMINGHAM, AL 35213	7015 0640 0002 6427 7043	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
PARKER, THOMAS BRANNON SHAW, SARAH REBECCA 3015 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35213	7015 0640 0002 6427 7050	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
PARRISH, CHARLES 3017 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7067	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
BLAYTON, M. STANFORD 3021 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7074	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
PEWITT, JAMES P. & ANGELA T. 3045 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7081	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
PLAGEY, JOHN J. & LAURIE 3032 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7098	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														
POWELL, JAMES F. JR. & KIMBERLY T. 3032 CAMBRIDGE ROAD MOUNTAIN BROOK, AL 35223	7015 0640 0002 6427 7104	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Registered Mail <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise														

APPENDIX 3

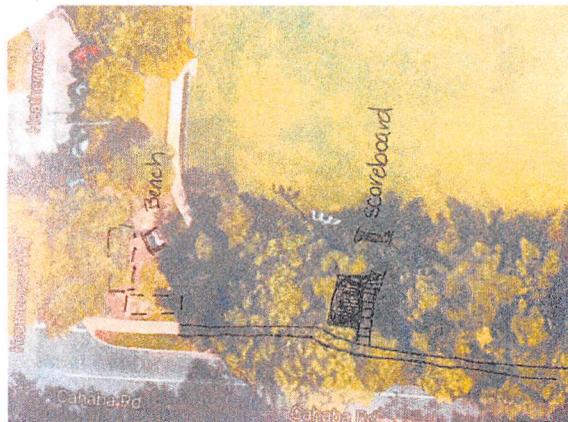
Page 1 of 4

August 22, 2016

This is the new proposed location. It is about the same as the site I looked at before, but a little further down. The biggest con with this area is removing 5-6 bigger trees and several small ones. It will also be elevated about 5 feet above the playing field, but be even with the existing sidewalk that runs along Cahaba Road. The electricity will not be any more difficult since the restroom will be located behind the scoreboard. We can access water from under Cahaba but we will have to cut through the sidewalk, tree roots, curb and not sure how many lanes of the street. The sewer can be accessed from the lower end of the field and may not be as difficult as I once thought, but we will have to work around the power to the field lights.

The other issue is ADA access. It will have to be even with the sidewalk to get out of the flood zone so wheelchairs will be able to enter the restrooms from there. It will be a longer route but we will provide steps to the field for the players. I think turning the restroom so that the doors face down Cahaba Road is the best option. The ADA access will be shorter and easier to navigate. I can add more trees and shrubs to block the distant view from the street. It will give a little more privacy to the people coming in and out of the restroom by not being directed at the field. This will also provide a little more security to be seen from the road as well.

I have provided a map and photos to show the location and a very basic rendering of how it will look. The dotted boxes are possible locations as well, one being the location that has already been approved by the Planning Commission.



APPENDIX 3

EXHIBIT 2

Name and Address of Vendor	Check type of mail or service	AGS Stamp Here (if received at Public Office for additional Processing and Date of Receipt)	Actual Value if Registered	Headed Value	DC Fee	SC Fee	SH Fee	RD Fee	JR Fee	HR Fee
1. DOYLE, JOHN SCOTT & MARY N. 2801 HEATHERWOOD ROAD MOUNTAIN BROOK, AL 35223	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	<input type="checkbox"/> Received Delivery (Domestic) <input type="checkbox"/> Registered Mail (Domestic) <input type="checkbox"/> Signature Confirmation	Postage							
2. 7015 0L40 0002 6427 7272	<input type="checkbox"/> Name, Birth, City, State, & ZIP Code									
3.										
4.										
5.										
6.										
7.										
8.										

PS Form 3877, February 2002 (Page 1 of 2)

1. The number of copies received at Public Office: **25**

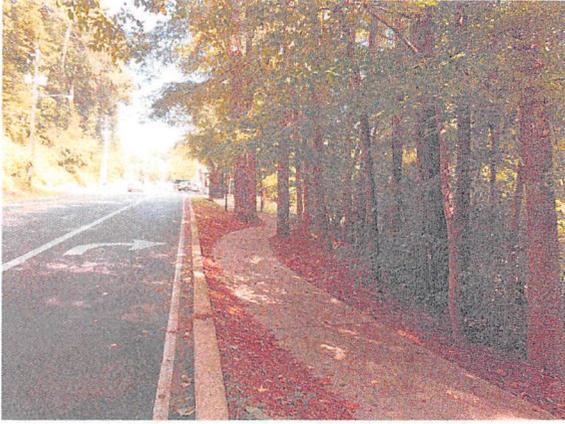
2. Postmaster Fee (Name of receiving employee):

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Page 4 of 4





I didn't attempt to draw it in this photo. I believe it will not be an eyesore from this direction.

I met with Faye Clark and Barbara Stone while I was taking photos so they are aware of this option. After some questioning, they seemed to approve of the wooded location and leaving their bench where it is.

The more I look at it, the more I like the wooded location.

Sincerely,

Shanda Williams

- (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 an 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

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Deleted: and outdoor common areas of multifamily dwellings. A "public place" includes the area within 20 feet of the exterior of any enclosed public place.

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Deleted: RESIDENTIAL FACILITY. A residential facility includes any house, hotel, motel, nursing home, building or other structure that is used or intended to be used for short or long-term lodging in the City of Mountain Brook. ¶

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Deleted: (1) Private Residences.

Deleted: (4) Smoking outside in the common area of a multifamily residential facility at a point more than 20 feet from any entrance, operable window or ventilation system of that facility. ¶

(5) Smoking outside at a point more than 20 feet from the exterior of any of the following: an enclosed public place, an enclosed place of employment, an enclosed residential facility, or an outdoor public place. ¶

(6) Smoking outside on a public sidewalk, trail or path in the City (including any recreational area) at a point that is more than 20 feet from ... [1]

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.

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- 7. Separate Violations. Each day on which a violation of this ordinance occurs shall be a separate and distinct violation. Deleted: Ordinance
- 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. Deleted: Ordinance
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- 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. Formatted: Font: Not Bold, No underline
- 11. Effective Date. This ordinance shall become effective November 1, 2016. Deleted: September
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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

- (4) Smoking outside in the common area of a multifamily residential facility at a point more than 20 feet from any entrance, operable window or ventilation system of that facility.
- (5) Smoking outside at a point more than 20 feet from the exterior of any of the following: an enclosed public place, an enclosed place of employment, an enclosed residential facility, or an outdoor public place.
- (6) Smoking outside on a public sidewalk, trail or path in the City (including any recreational area) at a point that is more than 20 feet from an outdoor public place.

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
AUGUST 22, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 22nd 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
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and 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 Scout Alex Stokes of Troop 63 (Canterbury United Methodist) in attendance for his 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 August 8, 2016 regular meeting of the City Council

2016-106 Proclamation	September 2016 proclaimed “Myositis Awareness Month”	Exhibit 1
2016-107	Accept 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)	Exhibit 2, Appendix 1
2016-108	Authorize 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	Exhibit 3, Appendix 2
2016-109	Set 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	Exhibit 4

- | | | |
|-----------------|---|--------------------------|
| 2016-110 | Authorize 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 | Exhibit 5,
Appendix 3 |
| 2016-111 | Declare two (2) Police Chevrolet Tahoe's surplus and authorize their sale to Livingston Parish, Louisiana Sheriff's Office in consideration of one dollar (\$1.00) | Exhibit 6 |

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes, proclamation (No. 2016-106) and resolutions (Nos. 2016-107 through 2016-111) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE REPEALING ORDINANCE NO. 1693 AND PROHIBITING SMOKING IN CERTAIN ENCLOSED PLACES AND CERTAIN OUTDOOR PUBLIC PLACES IN THE CITY (EXHIBIT 7)

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

Leslie Brown of 133 Cherry Street asked how a situation should be handled when someone is [legally] smoking at an outdoor public location and other/non-smokers enter the same area. Mr. Stine responded that once someone else enters the public area, it is the smoker's responsibility to stop otherwise they will be in violation of the ordinance. The non-smoker(s) may request that the put out their smoke or call the police to enforce the ordinance.

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

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

Nays: Jack D. Carl

The Council President Smith declared the motion failed by a vote of 4—1. This matter may be reconsidered on September 12, 2016.

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

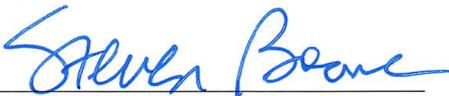
Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, September 12, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. ADJOURNMENT

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

6. 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 22, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



 City Clerk

EXHIBIT 1

MYOSITIS AWARENESS MONTH

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.

Lawrence T. Oden, Mayor

EXHIBIT 2

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.

APPENDIX 1

EXHIBIT 3

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.

EXHIBIT 2

EXHIBIT 4

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.
 - (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.”

EXHIBIT 5

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.

EXHIBIT 6

RESOLUTION NO. 2016-111

WHEREAS, the City of Mountain Brook, Alabama (“City”) owns and its Police Department previously has used, the following two vehicles;

Year 2009

**Make/Model Chevy Tahoe
VIN 1GNEC03059R188460
City Asset Number 13695**

Year 2012

**Make/Model Chevy Tahoe
VIN 1GNLC2E04CR299119
City Asset Number 14020**

(hereafter, the “Equipment”);

WHEREAS, the Equipment is no longer useful to the City and now surplus;

WHEREAS, the Livingston Parish, Louisiana Sheriff’s Office (the “Sheriff’s Office”) currently is in need of the Equipment to perform extraordinary public safety duties in areas within that Parish that have damaged by devastating, unprecedented flooding; and

WHEREAS, the City desires to assist the Sheriff Office’s and citizens of that Livingston Parish by transferring the Equipment to that Office.

BE IT RESOLVED by the Council of the City of Mountain Brook, Alabama that the Equipment is hereby found and determined to be surplus,, and that the Mayor (or the City Manager) is hereby authorized to execute the Bill of Sale to Transfer Surplus Public Safety Equipment that is attached as Exhibit A to transfer the Equipment to the Livingston Parish, Louisiana Sheriff’s Office for the sum of One Dollar (\$1.00).

EXHIBIT A – BILL OF SALE TO TRANSFER SURPLUS PUBLIC SAFETY EQUIPMENT

NOW WHEREFORE, for One Dollar (\$1.00) consideration paid by the Livingston Parish, Louisiana Sheriff’s Office (“Sheriff’s Office”) to the City of Mountain Brook, Alabama (“City”), the receipt and sufficiency of which is acknowledged, the City does hereby transfer, sell, and assign to the Sheriff’s Office all its title, right and interest in the following equipment:

Year 2009
Make/Model Chevy Tahoe
VIN 1GNEC03059R188460

Year 2012
Make/Model Chevy Tahoe
VIN 1GNLC2E04CR299119

(the "Equipment").

The Sheriff's Office agrees, acknowledges, and covenants as follows:

1. The Equipment is transferred AS-IS, WHERE-IS. Except for a warranty of title, the City does not make any other warranty to the Sheriff's Office with respect to the Equipment or any of its components. The Sheriff's Office acknowledges that the City is not a merchant for the Equipment, and that the City does not warrant the merchantability, fitness for any particular purpose or use, or the condition, operational capacity or functionality of the Equipment or any of its components.

2. The Sheriff's Office agrees to accept the Equipment in its existing condition. The City is under no obligation to make any repairs or retrofit the Equipment or any of its components before or following this transfer. Further, the Sheriff's Office agrees that it exclusively has the responsibility to train operators of the Equipment (and its components) with respect to its use.

3. Risk of loss for the Equipment will pass to the Sheriff's Office at the point of delivery.

4. The City will furnish documentation to the Sheriff's Office evidencing its title to the Equipment as soon as same is obtained.

CITY OF MOUNTAIN BROOK, ALABAMA

ATTEST:

City Clerk

By: _____
Its: _____
Date _____

LIVINGSTON PARISH, LOUISIANA SHERIFF'S OFFICE

ATTEST:

By: _____
Its: _____
Date _____

EXHIBIT 7

DRAFT

ORDINANCE NO. ____ - AN ORDINANCE TO REPEAL ORDINANCE NO. 1693 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 an 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.

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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:

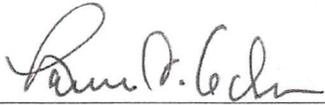
1. Preparation of a written actuarial valuation report setting forth results of the calculations and the information required by GASB Statement 45 or GASB 75.
2. Assist in the development of the required financial statement reports and assumptions required by GASB 43/45 for two years.
3. Prepare alternate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


August 22, 2016

Accepted By: _____ Date: _____
Title

APPENDIX 1

<p>Louisiana 3900 N. Causeway Blvd., Suite 1200 Metairie, LA 70002 • 504.906.1399</p>	<p>Alabama One Perimeter Park South, Suite 100N Birmingham, AL 35243 • 205.970.1811</p>	<p>Florida 495 Grand Blvd., Suite 206 Miramar Beach, FL 32550 • 850.797.2428</p>	<p>Mailing P. O. Box 6765, Metairie, LA 70009 scottf@fbaclic.com • www.fbaclic.com</p>
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2016-107

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Vine Street, Dexter Avenue and Church Street
Traffic and Pedestrian Study
Mountain Brook, Alabama Professional Services Agreement

Vine Street, Dexter Avenue and Church Street
Traffic and Pedestrian Study
Mountain Brook, Alabama Professional Services Agreement

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

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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.

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APPENDIX 2

Vine Street, Dexter Avenue and Church Street
Traffic and Pedestrian Study
Mountain Brook, Alabama Professional Services Agreement

Vine Street, Dexter Avenue and Church Street
Traffic and Pedestrian Study
Mountain Brook, Alabama Professional Services Agreement

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: Lawrence T. Oden By: Darrell B. Skipper, P.E.

Printed Name: Lawrence T. Oden Printed Name: Darrell B. Skipper, P.E.

Title: Mayor Title: President

Date: August 22, 2016 Date: 8/10/16

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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 Piggy 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.

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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:

APPENDIX 2

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 attorney's 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: Lawrence T. Oden By: Darrell B. Skipper, P.E.
Printed Name: Lawrence T. Oden Printed Name: Darrell B. Skipper, P.E.
Title: Mayor Title: President
Date: August 22, 2016 Date: 8/22/16

2016-110

MASTER SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, PRReMA Corp is engaged in the business of rendering business of rendering revenue administration, collection, discovery, and performing auditing services;

WHEREAS, Mountain Brook desires to contract with PRReMA Corp to obtain the Services as provided for in Section 1 of this Agreement upon the terms and conditions contained in this Agreement; and

WHEREAS, PRReMA 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 PRReMA Corp agree as follows:

1. Services. PRReMA 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 PRReMA 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 PRReMA Corp may perform the Services using labor from PRReMA Corp's affiliated companies, and such labor shall be billed to Mountain Brook under the same billing terms applicable to PRReMA Corp's employees. Unless specified on a Schedule, PRReMA 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 PRReMA 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 PRReMA Corp for those Reimbursable Expenses. Unless specified on a Schedule, PRReMA Corp will not bill Mountain Brook for any Reimbursable Expenses, and Mountain Brook will not pay any of those Expenses.

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

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

6.3 Litigation. Regardless whether PRReMA 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 PRReMA Corp do not include its supporting, preparing, documenting or otherwise assisting Mountain Brook in any such lawsuit or action that it brings ("Litigation Services"). If Mountain Brook requests PRReMA Corp to perform any Litigation Services, Mountain Brook will reimburse PRReMA 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 PRReMA Corp performing the specific services identified in the respective schedule.

4. Invoices and Terms of Payment.

4.1 Submission of Invoices. PRReMA Corp shall invoice Mountain Brook periodically for the Fees earned and Reimbursable Expenses incurred by PRReMA Corp (as specified on an applicable Schedule) pursuant to this Agreement. PRReMA 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 PRReMA Corp (if any are payable) pursuant to this Agreement will be withheld by PRReMA 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), PRReMA 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; Accrual of Interest on Unpaid Balances; Disputed Amounts. Invoices are due and payable within thirty (30) days after receipt. Payments will first be credited to interest and then to principal. 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. Interest shall accrue on any contested portion of the invoice and shall be payable immediately if the contested invoice is resolved in favor of PRReMA Corp.

4.3 Remedies for Failure to Timely Pay Invoices; Suspension of Services. If Mountain Brook fails to timely pay invoices and delinquent amounts are determined in subsequent litigation to be owed to PRReMA Corp, Mountain Brook shall be obligated to pay PRReMA 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 fully pay an undisputed amount, PRReMA 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, PRReMA 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 PRReMA 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 PRReMA Corp's Services are performed.

5.2 Insurance. Throughout the Term of this Agreement PRReMA 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

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. PRReMA Corp's liability for loss, expenses or damages incurred by Mountain Brook that arise from the performance of Services by PRReMA 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 PRReMA Corp under this Agreement. The limitation of liability contained in this section shall apply whether PRReMA 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 PRReMA Corp's officers, directors, affiliated corporations, employees, and subcontractors.

7.3.2 Consequential Damages. PRReMA 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 PRReMA'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, PRReMA 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 PRReMA Corp to perform its obligations hereunder, or (b) the negligence or willful misconduct of PRReMA 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

APPENDIX 3

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

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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:

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services to Mountain Brook in the future. Without limiting the foregoing, 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 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

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Notices to PReMA Corp:

PReMA Corp
Attention: Sherry Howell
149 Pine Shadows Drive
Eclectic, AL 36024

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 supercedes 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 under the terms of this Agreement and as specified on a Schedule. 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

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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 PRReMA Corp is a party.

7.25 Immigration Law Compliance. If PRReMA Corp employs any person or contractor in Alabama in connection with the performance of Services, PRReMA 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. PRReMA 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 PRReMA 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: [Signature]
Its MAYOR
Date: SEPTEMBER 12, 2016

APPENDIX 3

REVENUE ENHANCEMENT SERVICES

SCHEDULE NO. 001
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SCHEDULE 001 TO CITY/PRReMA CORP MASTER AGREEMENT

This SCHEDULE NO. 001 (this "Schedule") to that certain Master Services Agreement effective as of SEP 12 2016 (the "Master Agreement") is entered by and between PUBLIC RESOURCE MANAGEMENT ALLIANCE CORPORATION, a Colorado corporation ("PRReMA Corp"), and the CITY OF MOUNTAIN BROOK, ALABAMA ("City" or "Client") on this 12th day of SEP, 2016 (the "Schedule Date").

WITNESSETH:

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 to it business license fees, and municipal sales/use taxes from businesses operating in the City;

WHEREAS, PRReMA 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 (including unpaid interest and penalties related thereto) 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 PRReMA Corp provides the Services described herein to discover Non-Compliant Businesses and collect Unpaid Revenue therefrom; and

WHEREAS, PRReMA 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 PRReMA 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.** PRReMA 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

REVENUE ENHANCEMENT SERVICES

SCHEDULE NO. 001
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2016 licensing year (i.e., January 1 - December 31, 2016), and (b) the collection of Unpaid Revenue from Non-Compliant Businesses identified by PRReMA Corp on the PRReMA Discovery List discussed below (herein collectively the "2016 Revenue Enhancement Project" or the "2016 Project").

The parties recognize that the period in which PRReMA 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 PRReMA has identified and placed on the PRReMA Master List (which may be updated daily) 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 PRReMA Corp shall be entitled to receive the Fees (as set forth below) if it collects those 2017 Delinquencies. However, if, before the PRReMA Discovery List (which may be updated daily) 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 PRReMA 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 PRReMA Corp an authorization to proceed (the "Project Start Date"), and by no later than March 1, 2017.

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

(i) **Mobilization and Start-up Activities:** PRReMA 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 PRReMA Discovery List:** Upon commencement of physical field inventory, PRReMA Corp will provide a daily and cumulative list of businesses identified in the field as Non-Compliant Businesses who may have Unpaid Revenue for the 2016 licensing year (the "PRReMA Discovery List"), and simultaneously furnish that List to the City. Upon completion of the field inventory, the Discovery List may be provided on a weekly or bi-weekly basis, dependent upon notification activity to non-compliant businesses identified through other PRReMA proven methods;

(iii) **Field Work and Other Non-Compliance Identification Activities.** PRReMA will commence field work activities (including contacts with Non-Compliant Businesses) within no later than ninety-five (95) days after Project Start Date, and substantially complete its field work within six (6) months after the Project Start Date. Other methods of identification of businesses with nexus in the City or

REVENUE ENHANCEMENT SERVICES

SCHEDULE NO. 001 Page 3 of 9

home occupations will continue until sixty (60) days before project end date, or until such time as the City determines an extension of the project end date may be required.

(d) Project Termination Date. The 2016 Project shall continue to be in force for one year after Project Start Date. An extension of one year may be granted at such time the City determines it is in the best interests of the City to continue identification of non-compliant businesses.

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 PRReMA 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 January 1, 2017 and ending six (6) months later.

However, nothing herein prohibits the City from making inspections, pursuing collection efforts, or collecting business license fees and municipal 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 PRReMA Discovery 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 that is not identified on the PRReMA Discovery List that contacts the City and voluntarily pays its business license fees 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 PRReMA 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 PRReMA 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 municipal sales and use taxes from Non-Compliant Businesses that are owed pursuant to Chapter 26, Articles IV & V of the City Code.

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

6. Collection of Applicable Fees. PRReMA Corp may begin collecting the applicable fees and taxes, (including penalties and interest) effective as of the Project Start Date and continue to collect those fees and taxes until such time as this Schedule expires or is terminated. Disbursements, net of PRReMA Corp fees, will be made to the City by either wire transfer or by ACH into City's

REVENUE ENHANCEMENT SERVICES

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designated account on a not less than bi-weekly basis. Reports of disbursements will provided to the City as part of the Services.

7. Provision of Client Data. The City shall provide PRReMA 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, 2016 payment amount and most recent Business License effective date no later than thirty (30) days after the Project Start Date.

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

8.1. Inventory. Work by PRReMA 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, PRReMA Corp will contact management of such entities to seek management's cooperation before contacting individuals or individual independent contractors/vendors. Should PRReMA 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 PRReMA 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:

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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) PRReMA 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 PRReMA Corp's licensing records twenty-four hours a day, seven days a week.

8.3 Collections. PRReMA Corp will collect the appropriate fees, taxes, and any penalties and interest thereon, on behalf of the City. PRReMA 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 PRReMA Corp fbo City of Mountain Brook bank lock box;
(d) Provide the City with taxpayer information, payment information, and other documentation provided to PRReMA 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 Revenues (including license fees, municipal sales/use taxes and penalties and interest amounts thereon) received on behalf of the City directly into the City's designated bank account during the collection phase of the Project, after deduction of PRReMA Corp's fee;
(f) Provide the City with taxpayer records along with deposit;
(g) Data Entry/License Clerk. Data Entry/License Clerk. PRReMA 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 PRReMA 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 PRReMA employee may be on the City's site throughout the one-year period of this Project.

REVENUE ENHANCEMENT SERVICES

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8.4 Delinquencies. PRReMA 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 PRReMA Corp.

8.5 Delinquent Closeout. The City shall be advised by PRReMA 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. PRReMA Corp will provide the City and taxpayer with a call center for customer service during PRReMA's normal business hours via a toll-free number.

8.7 Documentation. PRReMA 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 PRReMA'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, PRReMA 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 exercise their good faith efforts to resolve any Dispute with a Non-Compliant Business in a manner that is reasonably acceptable to all interested entities. PRReMA will have no authority to compromise or settle a Collection Dispute with a Non-Compliant Business. Requests for abatement of penalty will be directed to PRReMA Corp, at which time supporting documentation and any correspondence or communications with taxpayer will be documented and provided to the City along with the Abatement Request for the City's informed determination of Penalty Abatement.

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

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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 provide approval of temporarily modified 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 multiple years and for immediate calculation for invoice. Also, the City will provide approval of other documents and 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 the tax calculation methods employed by PReMA Corp, and used by the City with respect to its business data. The intent of the parties is that Unpaid Revenue be collected in accordance with applicable local and State laws and regulations.

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.

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(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 PReMA Discovery List that contacts the City and voluntarily pays its business license fees 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:

CLIENT:

PUBLIC RESOURCE MANAGEMENT
ALLIANCE CORPORATION

CITY OF MOUNTAIN BROOK,
ALABAMA

By: _____
Its Executive Vice-President

By: [Signature]
Its Mayor

Date: _____ Date: SEPTEMBER 12, 2016

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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:

1. 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.
2. A contingent fee of 40% of Unpaid Revenue (i.e. license fees, municipal sales/use taxes and penalties, and interest due thereon) collected by the City through its own personnel.
3. In the event that (a) PReMA Corp is unable to collect Unpaid Revenue regarding a Non-Compliant Business and the actions contemplated in Paragraphs 8.4 and 8.5 of this Schedule occur, and (b) the City retains the services of a third party who ultimately collects that Revenue, the City will pay PReMA Corp a fee of 40% of the net amount of the Unpaid Revenue for any such account that the City receives after compensating such third party for its services.

(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 Discovery List;

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