

**Vestavia Hills  
City Council Agenda  
May 30, 2012  
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim Sharp
4. Pledge of Allegiance
5. Candidates, Announcements and Guest Recognition
6. Mayor's Report
7. Councilors' Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Presentation – Jefferson-Blount-St. Clair Mental Health Authority
10. Approval Of Minutes – May 14, 2012 (Regular Meeting)

**Old Business**

11. Ordinance Number 2408 - Annexation – 90-day final – Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13; Dr. and Mrs. James Posey and Byrom Building Corporation, Inc., Owners; Stuart Sims, Representing
12. Ordinance Number 2406 - Rezoning – Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13; Rezone from Jefferson County E-2 to Vestavia Hills R-1; compatible zoning for Annexation; Dr. and Mrs. James Posey and Byrom Building Corporation, Inc., Owners; Stuart Sims, Representing
13. Ordinance Number 2407 – General Obligation Warrants, Series 2012
14. Resolution Number 4298 - A Resolution Vacating A Storm Drain Easement On Lot 1, Acton Road Professional Park
15. Ordinance Number 2405 - Rezoning – 1929 Canyon Road; Lot 12, Block 3, Southridge 2<sup>nd</sup> Add To Vestavia Hills; Rezone From Vestavia Hills Inst-1 With Conditions To Vestavia Hills Inst-1 With Amended Conditions; Alpha Sigma Tau, Owners
16. Ordinance Number 2381-A- Amendment To Rezoning – 3975 Asbury Road; The Purpose Of This Request Is To Amend The Rezoning Approved By Ordinance Number 2381 In Order To Allow Limited Parking South Of The Creek; David Morrison, Owners; Jerry Salmon, Representing

### **New Business**

17. Ordinance Number 2410 – Jefferson County Municipal Tax Levy (Annual Assessment And Collection By Jefferson County)
18. Resolution Number 4303 - A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Items

### **New Business (Requesting Unanimous Consent)**

19. Resolution Number 4302 – A Resolution Authorizing The Mayor To Purchase Police Vehicles And Equipment From Police Confiscations Fund

### **First Reading (No Action To Be Taken At This Meeting)**

20. Ordinance Number 2409 - Rezoning – Vestavia Hills High School Campus; Lime Rock Road; Rezone From VH R-2 To VH Inst-1 For School Use; Vestavia Hills Board Of Education, Owners
21. Citizens Comments
22. Executive Session
23. Motion For Adjournment

## **CITY OF VESTAVIA HILLS**

### **CITY COUNCIL**

### **MINUTES**

**MAY 14, 2012**

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Council President called the meeting to order and the City Clerk called the roll with the following:

**MEMBERS PRESENT:**

Mary Lee Rice, Council President  
Steve Ammons, President Pro-Tem  
George Pierce  
Linda Allison  
Jim Sharp

**OTHER OFFICIALS PRESENT:**

Mayor Alberto C. Zaragoza, Jr.  
Randy Robertson, City Manager  
Rebecca Leavings, City Clerk  
Melvin Turner, III, Finance Director  
George Sawaya, Deputy Treasurer  
Christopher Brady, City Engineer  
Jim St. John, Fire Chief  
Greg Gilchrist, Fire Marshal  
Dan Rary, Police Chief  
Tim Holcomb, Deputy Police Chief  
Lt. Jason Hardin  
Lt. David Whitfield  
Canine Officer Kristin Harding  
Sgt. Donald Bradley  
Officer Jeremy Davis  
Cpl. Steve Evans

Invocation was given by Joe Comer, Horizon Church, followed by the Pledge of Allegiance.

### **ANNOUNCEMENTS, CANDIDATES, GUESTS**

- Ms. Rice welcomed the following Boy Scouts from Troop 4: Noah R. Adams, Krishnan Rajan, Stephen Michaels, Konnor Knopf, Skyler Rakes, Connor Ridgeway, Denise Knoph (ASM) and Dalton Knopf (Pack 352).

- Ms. Rice welcomed the following Boy Scouts from Troop 83: Kevin Bryant (Senior Patrol Leader), Tyler Whitehurst, Hunter Whitehurst, Jacob Holland, Josh Holland, Mathew Kenney, Richard Richardson, Royce Thompson, Turner Hamilton, Robert Smith, William Snell, Patrick Mills, Kanal Tiwardl and Assistant Scout Masters Norman Snell and Tal Richardson.
- Ms. Rice indicated that the proposed Resolution Number 4300 will be removed from the 1<sup>st</sup> readings and will not be discussed at the next meeting.

### **MAYOR'S REPORTS**

- The Mayor gave an update of the paving projects on Vesclub and Shades Crest Road.
- Mayor Zaragoza asked Chief Rary to come forward with some recognitions.
  - Chief Rary presented Certificates of Recognition to the following officers: Canine Officer Kristin Harding, Officer Jeremy Davis and Cpl. Steve Evans for services they did over and beyond the call of duty.
- Mayor Zaragoza reported that he had attended a follow-up meeting with MedVest and Northport to try and work out a few issues. He reported that it was a productive meeting and he hopes to see some final contracts soon.
- The Mayor stated that he met with Allied Waste to get larger recycling cans in Vestavia Hills.
- Mayor Zaragoza stated he is working with the Freshwater Trust and Channel 6 to show the work that has been done at the City's parks along streambanks and trails including the Red Rock Trail Project.
- The City has begun working with a company to determine the value of street sweeping. The Mayor reported that some of the city's roadways had been swept and that the company would be sweeping the streets in Buckhead this week.

### **COUNCILOR REPORTS**

- Mr. Sharp mentioned a fire which had occurred at the home of the City Attorney, Patrick Boone. Mr. Boone expressed gratitude to the immediate response of the Fire Department, the professionalism of the entire Fire Administration and his friends at City Hall all of whom rushed to ensure that he and his family were well.

### **PRESENTATION – BIRMINGHAM MUSEUM OF ART**

Rebecca Dobrinski, Development Manager, Birmingham Museum of Art, thanked the Council for the support they have received in the past and requested continued support.

**APPROVAL OF MINUTES**

The minutes of April 19, 2012 (Meeting with the Mayor); April 23, 2012 (Work Session) and April 23, 2012 (Regular Meeting) were presented for approval.

**MOTION** Motion to dispense with the reading of the April 19, 2012 (Meeting with the Mayor; April 23, 2012 (Work Session) and April 23, 2012 (Regular Meeting) minutes and approve them as presented was by Mr. Pierce and second by Ms. Allison. Voice vote as follows:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

**OLD BUSINESS**

**ORDINANCE NUMBER 2404**

**Ordinance Number 2404 – Rezoning – 3147 Ranger Road; Lots 19 & 20, Block 5, Glass 3<sup>rd</sup> Add To New Merkle; Rezone From Vestavia Hills R-4 To Vestavia Hills R-6; John O’Rourke, Owners**

**MOTION** Motion to adopt Ordinance Number 2404 was by Mr. Sharp and second was by Mr. Pierce.

Ms. Leavings explained the request to rezone two existing lots from R-4, residential, to R-6, residential in order to adjust a common property line to end an encroachment by the existing home and construct a new home on the newly adjusted smaller lot. She indicated that the request comes before the Council with a negative recommendation from the Commission because of two dissenting votes and five affirmative votes.

Keith Hager and John O’Rourke were present in regard to the request.

Discussion ensued as to the concerns of the two dissenting votes. Deloye Burrell, member of the Planning and Zoning Commission indicated that there were concerns that it wasn’t consistent with the Master Plan; however, none of the development in the area is consistent and the Master Plan needs to be updated. He stated that he saw no problems with the request.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes

Ms. Rice – yes

Motion carried.

**ORDINANCE NUMBER 2379-A**

**Ordinance Number 2379-A – An Ordinance To Rescind Ordinance Number 2379 - Finding And Determining That Real Property (“The Property”) Being The Old Library Property Situated At 1112 Montgomery Highway, Vestavia Hills, Alabama With An Appraised Value Of \$1,500,000.00 Owned By The City Of Vestavia Hills, Alabama Is Not Needed For Public Or Municipal Purposes; To Decide Whether Or Not To Sell The Property To M&P Properties, LLC For A Total Consideration Of \$800,000.00; A Finding And Determination By The City Council That The Closing Of The Sale Of The Property Pursuant To The Terms, Provisions And Conditions Of A Written Real Estate Purchase And Sale Agreement, Including The First Addendum And Second Addendum (“Contract”), Will Promote The Economic Development Of The City; Will Serve As A Valid And Sufficient Public Purpose Notwithstanding Any Incidental Benefit Accruing To Any Private Entity Or Entities; And Will Benefit The Public And Promote The Public Welfare Of The City Of Vestavia Hills; And To Authorize And Direct The Mayor To Execute And Deliver The Contract**

**MOTION** Motion to adopt Ordinance Number 2379-A was by Mr. Ammons and second was by Mr. Pierce.

Mayor Zaragoza explained that Ordinance Number 2379 declared the old library property as surplus and directed the sale of said property to a developer who eventually withdrew from negotiations. He stated that the City Attorney has recommended rescinding the Ordinance.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes

Ms. Allison – yes

Mr. Sharp – yes

Mr. Ammons – yes

Ms. Rice – yes

Motion carried.

**RESOLUTION NUMBER 4247-A**

**Resolution Number 4247-A – A Resolution Rescinding Resolution Number 4247 – Authorizing The Mayor To Enter Into A Contract For Photo Enforcement With Redflex Traffic Systems Subject To Legislative Photo Enforcement Authorization**

**MOTION** Motion to adopt Resolution Number 4247-A was by Mr. Ammons and second was by Mr. Sharp.

The Mayor explained that this Resolution allowed the manufacturer of the equipment to approach the Alabama Legislature with a bill to allow the cameras. He stated that the bill is considered failed in the Legislature and this Resolution will rescind the previous Resolution.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

## **NEW BUSINESS**

### **RESOLUTION NUMBER 4294**

**Resolution Number 4294 - A Resolution Appointing A Member To The Birmingham-Jefferson County Transit Authority**

**MOTION** Motion to adopt Resolution Number 4294 was by Mr. Pierce and second was by Mr. Ammons.

Ms. Rice stated that the Council had solicited and accepted applications for an appointment to the Birmingham-Jefferson County Transit Authority. She explained that after interviewing the applicants, the Council concurred to appoint Andrew Edwards for a term of six years.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

### **RESOLUTION NUMBER 4295**

**Resolution Number 4295 – A Resolution Declaring Certain Personal Property Items As Surplus And Directing The Sale/Disposal Of Said Items**

**MOTION** Motion to adopt Resolution Number 4295 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor stated that this Resolution is to declare some items as surplus, including a vehicle confiscated by the City's drug task force.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

### **RESOLUTION NUMBER 4296**

**Resolution Number 4296 - A Resolution To Exempt Certain “Covered Items” From Municipal Sales And Use Tax During The First Full Weekend Of July, As Authorized By Act 2012-256, Generally Referred To As The State Severe Weather Preparedness Sales Tax Holiday Legislation**

**MOTION** Motion to adopt Resolution Number 4296 was by Mr. Ammons and second was by Mr. Pierce.

The Mayor that stated this Resolution is similar to the tax holiday for school supplies. It allows people to purchase items used for storm recovery and readiness such as batteries, tarps, generators, etc. If this Resolution is approved as written, the tax holiday will go into effect the first full weekend of July and then will occur every February on the last full weekend of that month. He stated that the City has alerted the Chamber of this Resolution and they would let merchants know of it.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

### **RESOLUTION NUMBER 4299**

**Resolution Number 4299 - A Resolution Authorizing The Mayor To Enter Into An Agreement With Landscape Workshop For Montgomery Highway Median Landscaping Services**

**MOTION** Motion to adopt Resolution Number 4299 was by Mr. Sharp and second was by Ms. Allison.



The Mayor stated that RFPs were sent out and Landscape Workshop had the lowest and most responsible bid at \$28,464.66. He indicated that they hoped to have the sod out soon to allow the rains to water.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:  
Mr. Pierce – yes Ms. Allison – yes  
Mr. Sharp – yes Mr. Ammons – yes  
Ms. Rice – yes Motion carried.

**NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)**

**RESOLUTION NUMBER 4301**

**Resolution Number 4301 - A Resolution Urging Jefferson County Delegates To The Alabama House Of Representatives To Unanimously Support And Take All Steps Necessary To Pass The Alabama Financially Distressed Counties Act**

**MOTION** Motion for unanimous consent for the consideration and action on Resolution Number 4301 was by Mr. Sharp and second was by Mr. Pierce. Roll call vote as follows:  
Mr. Pierce – yes Ms. Allison – yes  
Mr. Sharp – yes Mr. Ammons – yes  
Ms. Rice – yes Motion carried.

**MOTION** Motion to adopt Resolution Number 4301 was by Mr. Pierce and second was by Ms. Allison.

Ms. Rice explained that this Resolution urges the Jefferson County Delegation to pass legislation designed to help Jefferson County with its financial situation. She stated that the session is about to close and there are concerns that they might be of no assistance.

Discussion ensued as to the news concerning the proposed legislation.

Ms. Rice opened the floor for a public hearing. There being no one present to address the Council, Ms. Rice closed the public hearing and called for the question.

**MOTION** Question called on a roll call vote:  
Mr. Pierce – yes Ms. Allison – yes  
Mr. Sharp – yes Mr. Ammons – yes  
Ms. Rice – yes Motion carried.

Mr. Sharp left the meeting at 6 PM.

**RESOLUTION NUMBER 4297**

**Resolution Number 4297 – Authorizing The Mayor To Enter Into An Agreement With Goodwyn, Mills And Cawood For Temporary Inspection Services On The Healthy Way Roadway/Bridge Project**

**MOTION** Motion for unanimous consent for the consideration and action on Resolution Number 4297 was by Mr. Ammons and second was by Mr. Pierce. Roll call vote as follows:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Ammons – yes	Ms. Rice – yes

Motion carried.

**MOTION** Motion to adopt Resolution Number 4297 was by Mr. Pierce and second was by Ms. Allison.

The Mayor stated that this Resolution authorizes inspection services for the bridge and roadway improvements on Healthy Way.

Ms. Rice opened the floor for a public hearing.

David Johnson, 3730 Briarberry Circle, asked if this work was supposed to be a project under the bid law.

The Mayor stated professional services do not have to be bid and this would be handled by the firm that designed the project.

**MOTION** Question called on a roll call vote:

Mr. Pierce – yes	Ms. Allison – yes
Mr. Sharp – yes	Mr. Ammons – yes
Ms. Rice – yes	Motion carried.

**FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)**

Ms. Rice stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of May 30, 2012 at 5 PM.

- Resolution Number 4298 - A Resolution Vacating A Storm Drain Easement On Lot 1, Acton Road Professional Park

- Resolution Number 4300 – A Resolution Authorizing The Mayor To Enter Into An Agreement With ICMA For A Comprehensive Analysis Of Police And Fire Services For The City Of Vestavia Hills
- Ordinance Number 2407 – General Obligation Warrants, Series 2012
- Ordinance Number 2408 - Annexation – 90-day final – Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13
- Ordinance Number 2406 - Rezoning – Gresham Woods Subdivision as recorded in MB 227, MP 2 LESS and EXCEPT Lots 12 & 13; Rezone from Jefferson County E-2 to Vestavia Hills R-1; compatible zoning for Annexation; Dr. and Mrs. James Posey and Byrom Building Corporation, Inc., Owners
- Ordinance Number 2405 - Rezoning – 1929 Canyon Road; Lot 12, Block 3, Southridge 2<sup>nd</sup> Add To Vestavia Hills; Rezone From Vestavia Hills Inst-1 With Conditions To Vestavia Hills Inst-1 With Amended Conditions; Alpha Sigma Tau, Owner
- Ordinance Number 2381-A- Amendment To Rezoning – 3975 Asbury Road; The Purpose Of This Request Is To Amend The Rezoning Approved By Ordinance Number 2381 In Order To Allow Limited Parking South Of The Creek; David Morrison, Owners; Jerry Salmon, Representing

### **CITIZENS COMMENTS**

None.

### **EXECUTIVE SESSION**

Ms. Rice stated that the Council needed to move into Executive Session in order to discuss the purchase/sale of property. She explained that the Session is estimated to last approximately 20 minutes and asked Mr. Boone to verify that is a legal reason for an Executive Session.

Mr. Boone concurred and Ms. Rice opened the floor for a motion.

**MOTION** Motion for the Council to move into Executive Session for the discussion of purchase/sale for an estimated 20 minutes was by Mr. Pierce and second was by Mr. Ammons. On a roll call vote:

Mr. Pierce – yes	Mr. Sharp – yes
Mr. Ammons – yes	Mr. Sharp – yes
Ms. Rice – yes	Motion carried.

The Council exited the Chamber at 6:08 PM and entered into Executive Session. At 7:20 PM, they re-entered the Chamber and Ms. Rice called the meeting back to order.

**MOTION** Motion to adjourn the meeting at 7:21 PM was by Mr. Pierce. Mr. Ammons seconded the motion, voice vote as follows:

Mr. Pierce – yes

Ms. Allison – yes

Mr. Ammons – yes

Ms. Rice – yes

Motion carried.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

**ORDINANCE NUMBER 2408**

**ANNEXING CERTAIN TERRITORY TO THE  
CORPORATE LIMITS OF THE CITY OF  
VESTAVIA HILLS, ALABAMA.**

**WHEREAS**, on the 13th day of February, 2012, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

**WHEREAS**, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

Gresham Woods Subdivision as recorded in Map Book 227, Page 2  
LESS and EXCEPT: Lots 12 and 13, Gresham Woods Subdivision  
as recorded in Map Book 227, Page 2  
Dr. and Mrs. James A Posey and Byrom Building Corporation, Inc., Owner(s)

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to post/publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the petition, with the Probate Judge of Jefferson County, Alabama.

**ADOPTED and APPROVED** this the 30th day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2408 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 30th day of May, 2012, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Nov 3, 2011

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

Stuart Sims 368-2091

Bldr Marty Byrom - 980-7424

**EXHIBIT "A"**

LOT(S) # 1-2-3-4-5-7-8-9-10-11 . Gresham Woods

BLOCK: \_\_\_\_\_

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 227, PAGE 2 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

**EXHIBIT "A"**

A parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

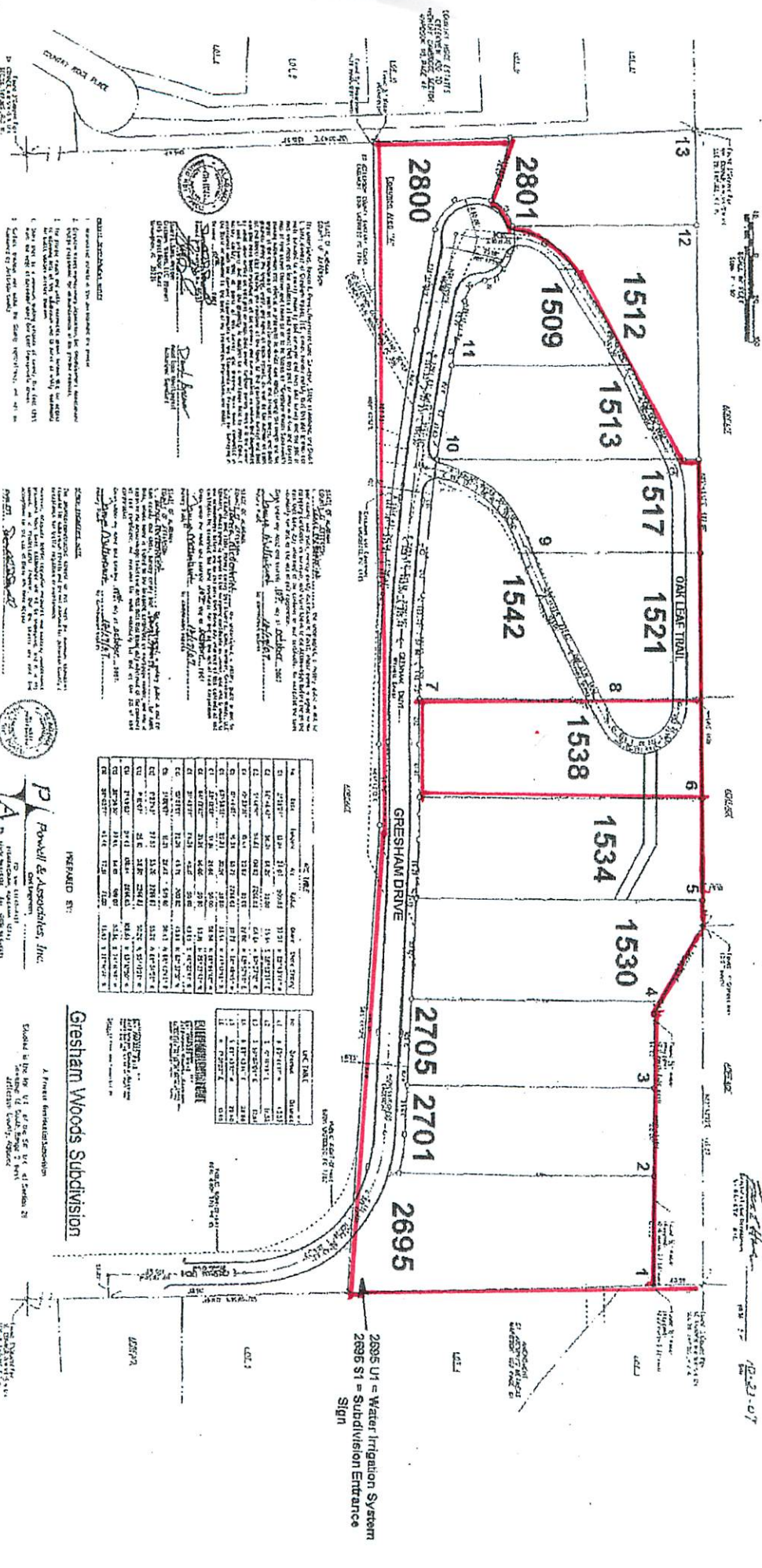
Commence at a found 3 inch capped pipe being the Northeast corner of the Northwest ¼ of the Southwest ¼ of Section 28, Township 18 South, Range 2 West, thence run South 02 degrees 09 minutes 56 seconds East along the eastern line of said ¼ ¼ Section for a distance of 60.03 feet to a point, said point being the point of beginning; thence continue South 02 degrees 09 minutes 56 seconds East along the said ¼ ¼ Section line for a distance of 391.21 feet to a point; thence North 85 degrees 44 minutes 26 seconds West for a distance of 542.77 feet to a point; thence South 89 degrees 42 minutes 56 seconds West for a distance of 797.53 feet to a point on the Western line of said ¼ ¼ Section; thence North 02 degrees 01 minutes 29 seconds West along the said ¼ ¼ Section line for a distance of 408.19 feet to a found 3 inch capped pipe being the Northwest corner of said ¼ ¼ Section; thence North 89 degrees 42 minutes 56 seconds East along the northern line of said ¼ ¼ Section line for a distance of 922.91 feet to a point; thence South 60 degrees 07 minutes 16 seconds East for a distance of 119.41 feet to a point; thence North 89 degrees 42 minutes 56 seconds East and parallel to the northern line of said ¼ ¼ Section line for a distance of 312.00 feet back to the point of beginning.



2.P  
35243

Job #: A070419  
 PID: 28-28-3-0-PT. CF 18  
 COUNTY: 35243  
 ROCKY RIDGE FIRE DEPT.  
 LOC: 01  
 ESN: 504  
 MAP BOOK: 227  
 PAGE: 2

10-23-07  
 [Signatures and stamps]



**DEED RECORDS**  
 [Legal descriptions and references]

**DEED RECORDS**  
 [Legal descriptions and references]

Lot	Area	Acres	Owner
1	0.15	0.15	...
2	0.15	0.15	...
3	0.15	0.15	...
4	0.15	0.15	...
5	0.15	0.15	...
6	0.15	0.15	...
7	0.15	0.15	...
8	0.15	0.15	...
9	0.15	0.15	...
10	0.15	0.15	...
11	0.15	0.15	...
12	0.15	0.15	...
13	0.15	0.15	...
14	0.15	0.15	...

**Gresham Woods Subdivision**  
 [Project details and contact information]

2895 U1 = Water Irrigation System  
 2895 S1 = Subdivision Entrance Sign

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

**SIGNATURE(S)**

**DESCRIPTION OF PROPERTY**

*Byrom Building Corp*  
*PRES - Marty Byrom* Lot 1 Block \_\_\_\_\_ Survey \_\_\_\_\_

*Byrom Building Corp*  
*PRES. Marty Byrom* Lot 2 Block \_\_\_\_\_ Survey \_\_\_\_\_

*Byrom Building Corp*  
*PRES - Marty Byrom* Lot 3 Block \_\_\_\_\_ Survey \_\_\_\_\_

*See additional lot # & signatures on reverse side hereof.*  
(Use reverse side hereof for additional signatures and property descriptions, if needed).

**STATE OF ALABAMA**

*Jefferson* COUNTY

*Marty Byrom* being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

*Marty Byrom*  
Signature of Certifier

Subscribed and sworn before me this the 3rd day of November, 2011.

*[Signature]*  
Notary Public

My commission expires: 2/14/14

Byron Building Corp

~~Pres - Marty Byron~~

Lot # 4

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Byron Building Corp

~~Pres - Marty Byron~~

Lot # 5

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Byron Building Corp

~~Pres - Marty Byron~~

Lot # 7

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Byron Building Corp

~~Pres. Marty Byron~~

Lot # 8

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Byron Building Corp

~~Pres. Marty Byron~~

Lot # 9

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Byron Building Corp

~~Pres Marty Byron~~

Lot # 10

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Byron Building Corp

~~Pres. Marty Byron~~

Lot # 11

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Byron Building Corp

~~Pres - Marty By~~

Lot #

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STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE  
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: \_\_\_\_\_

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

**EXHIBIT "A"**

LOT: # 6 Erastham Woods.

BLOCK: \_\_\_\_\_

SURVEY: \_\_\_\_\_

RECORDED IN MAP BOOK 227, PAGE 2 IN THE  
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: E-2

COMPATIBLE CITY ZONING: \_\_\_\_\_

LEGAL DESCRIPTION (METES AND BOUNDS):

**EXHIBIT "C"**

**CITY OF VESTAVIA HILLS**  
*Department Review of Proposed Annexation*  
(To Be completed by City Staff)

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The following properties have requested to be annexed into the City. Please review this request and then forward it to the next department on the list as soon as is reasonably possible. Please forward completed form to the City Clerk's office not later than 5:00 PM on Thursday,

Location: Gresham Woods

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**Engineering:** Date: 11/22/11 Initials: CB

Comments: no problems noted

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**Police Department:** Date: 11-9-11 Initials: [Signature]

Comments: \_\_\_\_\_

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**Fire Department:** Date: 11/9/11 Initials: [Signature]

Comments: \_\_\_\_\_

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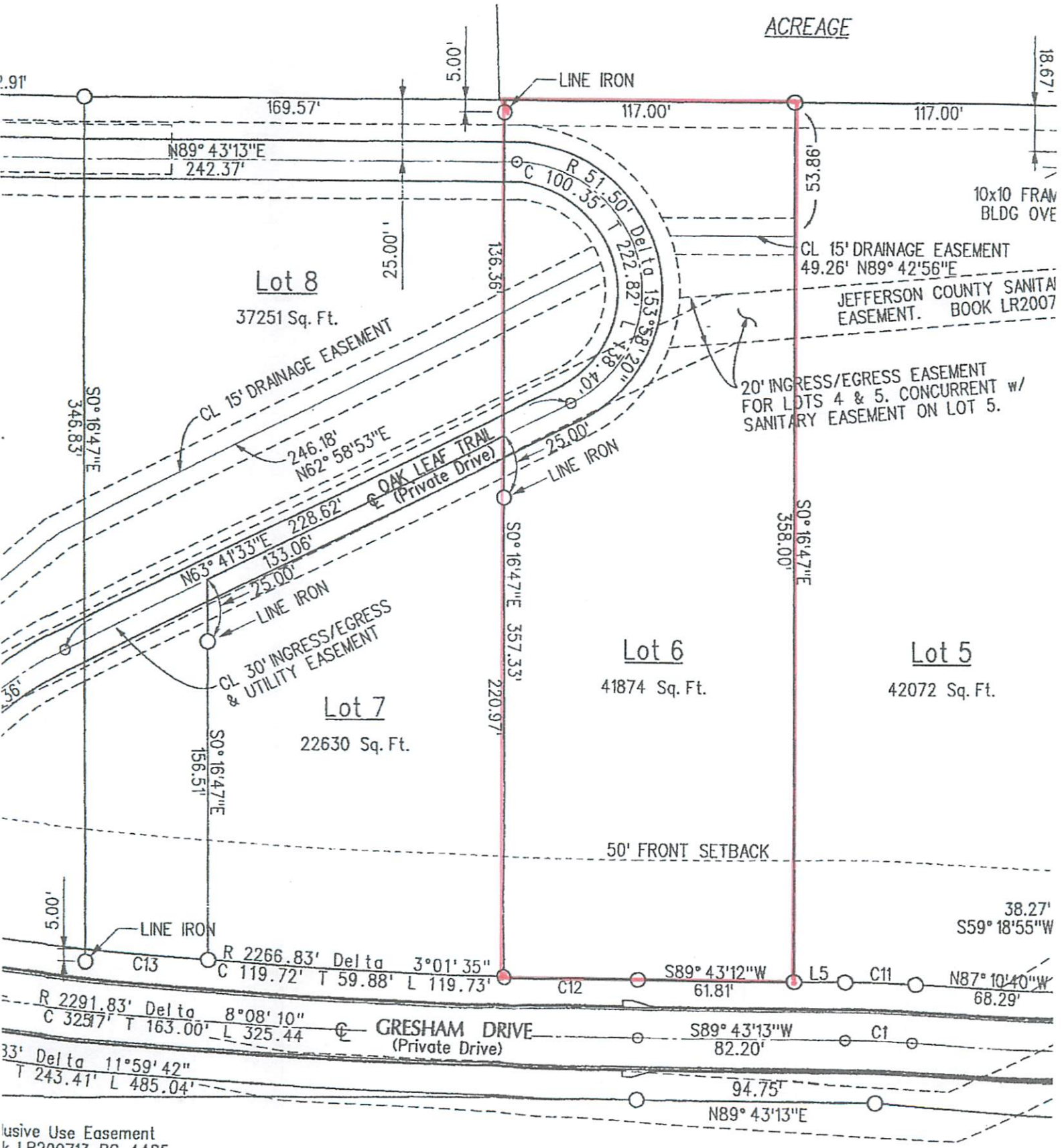
**Public Works:** Date: 11-17-11 Initials: EH

Comments: OK

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**EXHIBIT "B"**

**VESTAVIA HILLS BOARD OF EDUCATION**

1204 Montgomery Highway  
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition \_\_\_\_\_ Action Taken: Grant \_\_\_\_\_  
Deny \_\_\_\_\_  
Resolution: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
Overnight Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_  
90 Day Final Ordinance: Date: \_\_\_\_\_ Number: \_\_\_\_\_

(To be completed by Homeowner) home: (205) 945-1217

Name(s) of Homeowner(s): JAMES A POSEY III & wife ELAINE B. POSEY cell: 862-1814  
(205) 910-4833  
Address: 1538 OAK LEAF TRAIL 1814  
City: Birmingham State: AL Zip: 35243

**Information on Children:**

**Plan to Enroll In  
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Josiah Andrew Posey	18	HS graduate		✓
2.	Evelyn Janea Posey	14	9	✓	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": 01/02/2012



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
* <u>Anna A. Long</u>	Lot <u>6</u> Block _____ Survey <u>Gresham Woods</u>
<u>Elaine B. Posey</u>	Lot <u>6</u> Block _____ Survey <u>Gresham Woods</u>
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

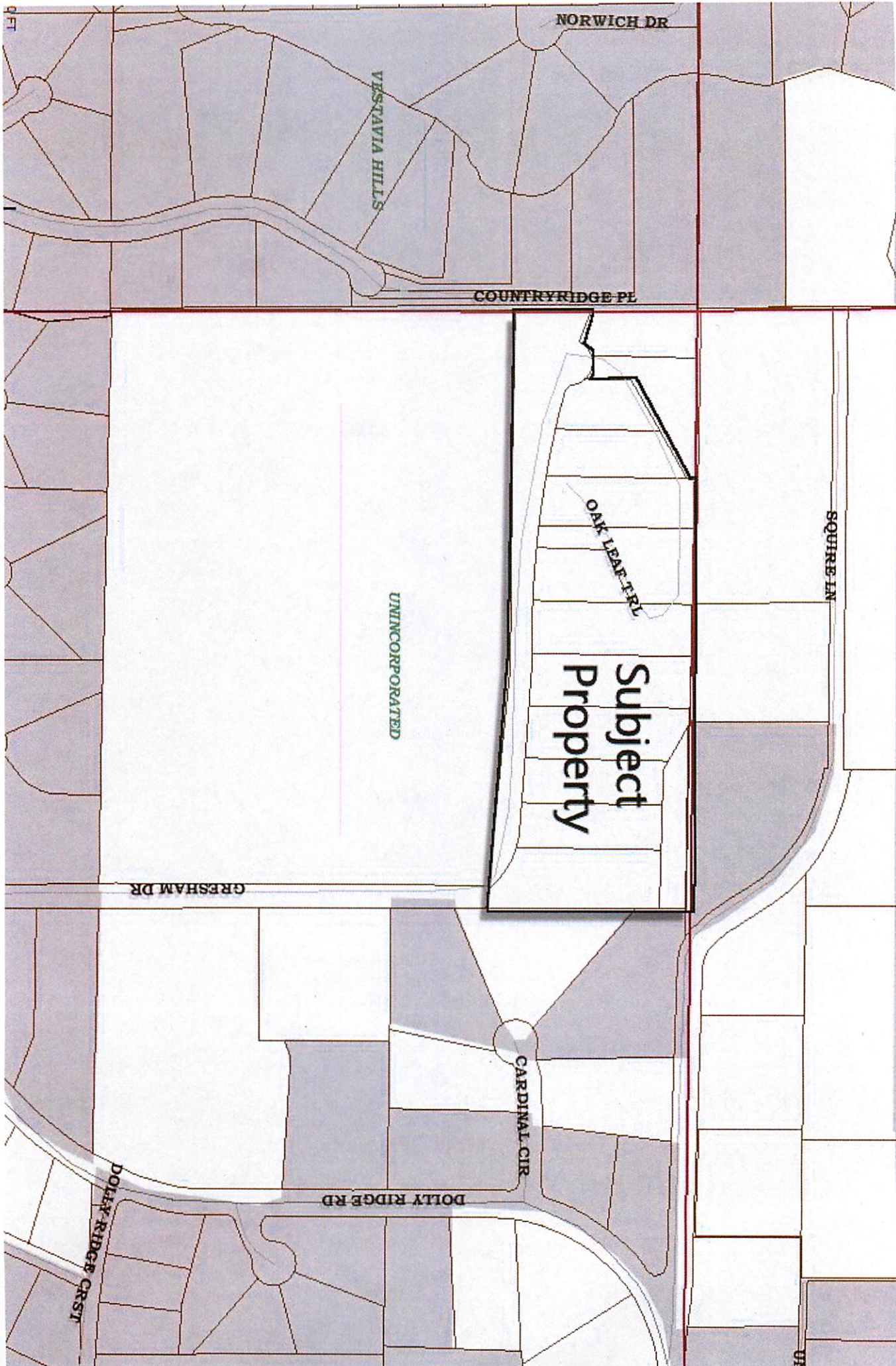
ELAINE B. POSEY being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Elaine B. Posey  
Signature of Certifier

Subscribed and sworn before me this the 4 day of November, 2011.

Carolyn K. Ford  
Notary Public

My commission expires: 05/08/12



NORWICH DR

VESTAVIA HILLS

COUNTRYRIDGE PL

SQUIRE LN

OAK LEAF TER

Subject Property

UNINCORPORATED

GRESHAM DR

CARDINAL CIR

DOLLY RIDGE RD

DOLLY RIDGE CRST

UN

0 FT



**ORDINANCE NUMBER 2406**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 to Vestavia Hills R-1;

Gresham Woods Subdivision as recorded in Map Book 227, Page 2  
LESS and EXCEPT: Lots 12 and 13, Gresham Woods Subdivision as recorded in Map Book 227, Page 2

Dr. and Mrs. James A Posey and Byrom Building Corporation, Inc., Owner(s)

**APPROVED and ADOPTED** this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

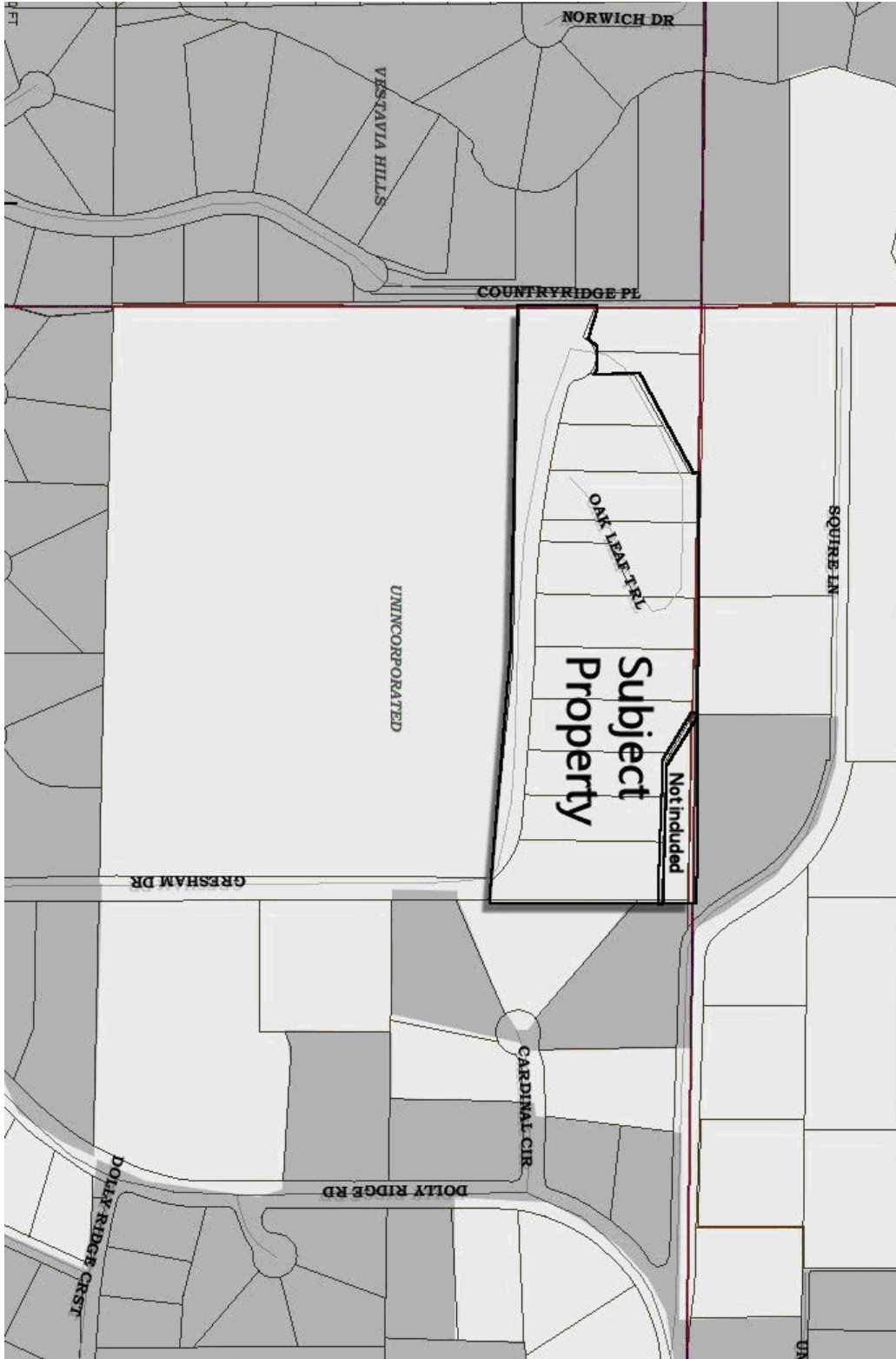
Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2406 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 30<sup>th</sup> day of May, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk



**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 6:00 p.m. on May 30, 2012. The meeting was called to order by the Council President, and the roll was called with the following results:

Present:       Mary Lee Rice, President  
                  Steve Ammons, President Pro-Tem  
                  Linda Allison  
                  George Pierce  
                  Jim Sharp

Absent:         None

The Mayor, Alberto C. Zaragoza, Jr., was also present.

\* \* \*

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

\* \* \*

Thereupon, the following ordinance was introduced in writing by the Council President, and considered by the City Council:

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**ORDINANCE NO. 2407**

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**CITY OF VESTAVIA HILLS, ALABAMA**

**For**

**\$XXX  
GENERAL OBLIGATION WARRANTS  
SERIES 2012**

**Adopted: May 30, 2012**

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ORDINANCE NO. 2407

AN ORDINANCE AUTHORIZING THE ISSUANCE AND MAKING PROVISION  
FOR THE PAYMENT OF \$XXX GENERAL OBLIGATION WARRANTS, SERIES 2012

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS,  
ALABAMA, as follows:

ARTICLE 1

**Definitions; Provisions of General Application;  
and Representations and Warranties of Issuer**

**Section 1.01 Definitions**

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(d) The term "person" shall include any individual, corporation, partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

**Authorized Denominations** means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

**Beneficial Owner** shall have the meaning set forth in Section 3.05(a).

**Book-Entry System** means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

**Business Day** shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the State of Alabama and a day on which the payment system of the Federal Reserve System is operational.

**Code** shall mean the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.



**Continuing Disclosure Agreement** shall mean the Continuing Disclosure Agreement dated the date of issuance of the Warrants executed and delivered by the Issuer in favor of the Holders.

**Direct Participant** or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

**Enabling Law** shall mean Section 11-47-2 of the Code of Alabama 1975.

**Federal Securities** shall mean direct general obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

**Fiscal Year** shall mean the period beginning on October 1 of one calendar year and ending on August 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

**Holder** when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

**Indirect Participant** or **Indirect Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

**Issuer** shall mean the city of Vestavia Hills, Alabama and its successors and assigns.

**Letter of Representation** shall mean and include (i) the Letter of Representation with respect to the Warrants among the Issuer, the Paying Agent and the Securities Depository and (ii) any other or subsequent agreement by whatever name or identification with respect to the Warrants among said parties from time to time in effect.

**Ordinance** shall mean this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

**Outstanding** when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for the payment or redemption of which money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

**Paying Agent** means (i) The Bank of New York Mellon Trust Company, National Association, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Series 2012 Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Article 7.03 hereof.

**Principal Office of the Paying Agent** shall mean the office where the Paying Agent maintains its designated trust office for purposes of this ordinance, or such other office as shall be designated by the Paying Agent by written notice to the Issuer and the Holders.

**Qualified Investments** shall mean:

(1) Federal Securities or a trust or fund consisting of Federal Securities, or

(2) A certificate of deposit or time deposit issued by (i) the Paying Agent, or (ii) any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

**Refunded Series 2002-A Warrants** shall mean those of the General Obligation Warrants, Series 2002-A, of the Issuer, having stated maturities on August 1, 2013 and thereafter.

**Refunded Warrants** shall mean collectively the following general obligation warrants of the City:

(a) Series 2001-A Warrants;

(b) Refunded Series 2002-A Warrants; and

(c) Series 2002-B Warrants

**Regular Record Date** means, for each Interest Payment Date, the 15th day (whether or not a Business Day) next preceding any Interest Payment Date.

**Securities Depository** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

**Securities Depository Nominee** means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

**Series 2001-A Warrants** shall mean the General Obligation Warrants, Series 2001-A, of the Issuer.

**Series 2002-B Warrants** shall mean the General Obligation Refunding Warrants, Series 2002-B, of the Issuer.

**Series 2012 Warrant Fund** means the fund by that name established for the Warrants pursuant to Section 5.01.

**Taxable** shall mean that interest on the Warrants is includable in the gross income of any Holder thereof in the computation of federal income tax liability. Interest on the Warrants shall not be deemed “Taxable” because interest is includable in any calculation of income for any other type of taxation other than the regular federal tax imposed on income.

**Tax Certificate and Agreement** shall mean the Tax Certificate and Agreement dated the date of the Warrants by the Issuer.

**Warrant** means any Warrant authenticated and delivered pursuant to this Ordinance.

**Warrant Register** means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.03.

**Warrant Registrar** means the agent of the Issuer appointed as such pursuant to Section 3.03 for the purpose of registering Warrants and transfers of Warrants.

**Warrants** means the General Obligation Warrants, Series 2012, of the Issuer authorized pursuant to Section 3.01.

#### **Section 1.02 Effect of Headings and Table of Contents**

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

#### **Section 1.03 Binding Effect Upon Successors and Assigns**

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the Issuer shall inure to the benefit of and bind its successors and assigns.

#### **Section 1.04 Governing Law**

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

#### **Section 1.05 Enforceability**

The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

#### **Section 1.06 Repeal of Conflicting Provisions**

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

**Section 1.07 Provisions of Ordinance a Contract**

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of and interest on the Warrants shall have been paid in full.

**Section 1.08 Representation and Warranties of the Issuer**

The Issuer hereby represents and warrants as follows:

(a) It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide for the following purposes:

(1) to provide for the payment, redemption and retirement of the Refunded Warrants; and

(2) to pay issuance expenses of the Warrants.

(b) The assessed valuation of the taxable property in the Issuer for the preceding fiscal year (ending August 30, 2011) is not less than \$637,018,278, and the total indebtedness of the Issuer chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901 is not more than twenty percent of said assessed valuation.

(c) The amount of \$3,366,000 of the proceeds of the Warrants are allocable to the refunding of the Series 2002-A Warrants of the City, the proceeds of which were heretofore applied for public school purposes in the City, including without limitation the purpose of acquiring, providing and constructing school houses in the City.

**ARTICLE 2**

**Source of Payment; Security**

**Section 2.01 Source of Payment of Warrants**

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the Issuer for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the Issuer are hereby sacredly and irrevocably pledged.

**Section 2.02 Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability**

No recourse under or upon any covenant or agreement of this Ordinance or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the Issuer, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the Issuer as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

**Section 2.03 Expenses of Collection; Interest After Maturity**

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. The Warrants shall bear interest at the rate of 8% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

**ARTICLE 3**

**The Warrants**

**Section 3.01 Authorization and Description of the Warrants**

(a) Pursuant to the Constitution and laws of the State of Alabama, including particularly and without limitation the Enabling Law, and for the purposes set forth in Section 1.08 (a), there is hereby authorized to be issued a series of warrants designated "General Obligation Warrants, Series 2012" in aggregate principal amount of \$XXX, in fully registered form without coupons, in Authorized Denominations, and numbered separately from one upward in the order of issuance. The Warrants shall be issued pursuant to a Book Entry System.

(b) The Warrants shall be dated the date of initial issuance thereof and shall bear interest from such date at the applicable per annum rate therefor (computed on the basis of a 360-day year of 12 consecutive 30-day months), payable on August 1, 2012 and thereafter on February 1 and August 1 in each year.

(c) The Warrants shall mature on the first day of February in years and in principal amounts as follows and shall bear interest at the following per annum rates for all such Warrants maturing in the year set opposite such rate:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013		
2014		
2015		

2016  
2017  
2018  
2019  
2020  
2021  
2022

(d) The principal of and interest on the Warrants shall be payable as provided in this Ordinance and in the Warrants.

(e) The Warrants may be exchanged for a like aggregate principal amount of Warrants of the same maturity, of a different Authorized Denomination, as requested by the Holder surrendering the same, upon surrender of the Warrants to be exchanged at the office or agency of the Issuer at the Principal Office of the Paying Agent.

(f) The Warrants are subject to redemption prior to maturity upon the circumstances, in the manner, on the dates, in the amounts and order, at the redemption prices and upon the notice as provided in this Ordinance and as set forth in the Warrants.

(g) The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein; provided that for the purpose of printing the Warrants the face of the Warrants need not include the entire text so long as the paragraphs not appearing on the face of the printed Warrant appear on the reverse side thereof:

**UNITED STATES OF AMERICA  
STATE OF ALABAMA  
CITY OF VESTAVIA HILLS  
GENERAL OBLIGATION WARRANTS  
Series 2012**

No. R\_\_\_\_\_

**DATED DATE:                      MATURITY DATE:                      INTEREST RATE:                      CUSIP:**

\_\_\_\_\_, 2012                      February 1, 20\_\_

The **CITY OF VESTAVIA HILLS**, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to

**CEDE & Co.**

or registered assigns in the principal amount of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

and hereby orders and directs the Finance Director of the Issuer to pay to said payee or registered assigns, solely from the Warrant Fund hereinafter designated, said principal amount on the Maturity Date specified above, and to pay to said payee or registered assigns from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, payable on August 1, 2012 and on February 1 and August 1 in each year thereafter.

**Authority for Issuance.**

This warrant is one of a duly authorized issue of \$XXX General Obligation Warrants, Series 2012 (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the state of Alabama and an ordinance and proceedings of the Issuer duly held, passed and conducted (the "Ordinance").

In the Ordinance the Issuer has appointed The Bank of New York Mellon Trust Company, National Association as the paying agent and Warrant Registrar for the Warrants (the "Paying Agent"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Ordinance.

Reference is hereby made to the Ordinance, copies of which are on file at the Principal Office of the Paying Agent, for a description of the nature and extent of the security afforded by the Ordinance, the rights and duties of the Issuer and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Ordinance the owner of this warrant, by the acquisition hereof, hereby assents and agrees to be bound.



### **Book Entry System**

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Ordinance. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Ordinance, and the provisions of this warrant and of the Ordinance with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

### **Payment**

Payment of interest on the Warrants shall be made by check or draft mailed by the Paying Agent to the Holders in whose names the Warrants are registered in the Warrant Register maintained by the Paying Agent at close of business on the Regular Record Date (such payments to be deemed timely made if so mailed on the interest payment date or, if such interest payment date is not a Business Day, on the Business Day next following such interest payment date). Payment of the principal of the Warrants shall be made to the Holders only upon surrender of the Warrants at the Principal Office of the Paying Agent. All such payments of principal of and interest on the Warrants on behalf of the Issuer or the Paying Agent shall be made at par in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid.

### **Security**

The indebtedness evidenced by the Warrants is a general obligation of the Issuer and the full faith and credit of the Issuer are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Issuer has established in the Ordinance a special fund designated "Series 2012 Warrant Fund" (the "Warrant Fund") for the payment of the principal of and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the revenues or funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same shall become due and payable.

### **Redemption**

Any redemption shall be made in the manner, upon the notice, and on the terms and conditions provided in the Ordinance.

Optional Redemption

The Warrants will be subject to prior redemption at the option and direction of the Issuer, as a whole or in part in integral multiples of \$5,000, on February 1, 20\_\_ or on any date thereafter, in such order and amounts of maturity or maturities as the Issuer may determine and by lot within a maturity, at a redemption price for each Warrant redeemed equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date, without premium or penalty.

Mandatory Redemption

The Warrants having a stated maturity on February 1, 20\_\_ (the "20\_\_ Term Warrants") are subject to scheduled mandatory redemption, by lot, on February 1 in each of the years and in the aggregate principal amounts set forth below (subject to a credit for the principal amount of the 20\_\_ Term Warrants then cancelled or redeemed and not previously claimed as a credit), at a redemption price for each 20\_\_ Term Warrant to be redeemed equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount to Be Mandatorily Redeemed</u>
	\$
	\$

\$\_\_\_\_\_ principal amount of the 20\_\_ Term Warrants is scheduled to be retired at maturity (February 1, 20\_\_).

Notice of Redemption of Warrants

Any notice of call for optional redemption will be given by United States registered or certified mail, postage prepaid, mailed not less than 30 days prior to the date fixed for redemption, to each registered owner of Warrants (or portion thereof) to be redeemed at his address appearing in the warrant register maintained by the Paying Agent.

For so long as the Securities Depository or its nominee is the registered owner of any Warrant to be redeemed, notice of redemption will be given to the Securities Depository or its nominee as the registered owner of such Warrant. Any failure on the part of the Securities Depository or failure on the part of a nominee of a Beneficial Owner (having received notice from a the Securities Depository Participant or otherwise) to notify the Beneficial Owner of any Warrant to be redeemed shall not affect the validity of the redemption of such Warrant.

Selection of Warrants for Redemption

If less than all Warrants outstanding are to be redeemed, the particular Warrants to be optionally redeemed may be specified by the Issuer by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of such Warrants of each maturity to be redeemed must be a multiple of the smallest Authorized Denomination of such Warrants and (ii) if less than all such Warrants with the same stated maturity are to be redeemed, the Warrants of such maturity to be redeemed will be selected by lot

by the Paying Agent. For so long as the Warrants are registered in the name of the Securities Depository or its nominee, the Issuer and the Paying Agent will select Warrants or portions thereof for redemption in accordance with the preceding paragraph, and the Securities Depository will select for redemption the Direct Participants' interests in the Warrants. The Direct Participants and Indirect Participants will select for redemption the particular Beneficial Owners' interests in the Warrants. Neither the Issuer nor the Paying Agent will have any responsibility for selecting for redemption any Beneficial Owners' interest in the Warrants.

Any Warrant which is to be redeemed only in part shall be surrendered at the principal office of the Paying Agent (with, if the Issuer or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Paying Agent duly executed by, the holder thereof or his attorney duly authorized in writing), and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the holder of such Warrant, without service charge, a new Warrant or Warrants, of the same series and maturity and of any Authorized Denomination or Denominations, as requested by such holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

#### Warrants Payable on Redemption Date

Notice of redemption having been given as aforesaid, the Warrants to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants will cease to bear interest. Installments of interest due prior to the redemption date will be paid to the registered holders of the Warrants on the relevant Regular Record Dates.

#### Registration, Transfer and Exchange

This warrant shall be registered on the Warrant Register to be maintained by the Issuer for that purpose at the Principal Office of the Paying Agent and this warrant shall be transferable only upon said register at said office by the registered owner or by his duly authorized attorney. Such transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid and evidence satisfactory to the Issuer of the satisfaction of all transfer restrictions shall be presented by the registered owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon surrender for transfer of this warrant, the Issuer shall execute, and the Paying Agent shall authenticate and deliver, in exchange for this warrant, a new warrant or warrants of like tenor hereof, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid or unredeemed portion of principal of this warrant. Provision is made in the Ordinance for the replacement of any Warrant which shall be or become mutilated, lost, stolen or destroyed, by the issuance, authentication and registration of a new Warrant of like tenor, subject, however, to the terms, conditions and limitations contained in the Ordinance with respect thereto. The Paying Agent shall not be required to transfer or exchange this warrant during the period between the Regular Record Date and the then next succeeding interest payment date and, in the event that this warrant is duly called for redemption, the Paying Agent shall not be required to transfer or exchange this warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary.

### **General**

No covenant or agreement contained in this warrant or in the Ordinance shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the Issuer or of the Paying Agent in its individual capacity and none of such parties or persons nor any officer executing this warrant shall be liable personally on this warrant or be subject to any personal liability or accountability by reason of the issuance of this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description, that this warrant has been registered in the manner provided by law, that the Warrants represent valid claims against the Warrant Fund, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this warrant and the adoption of the Ordinance have happened, do exist and have been performed in due time, form and manner as so required by law and that the principal amount of this warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the City Council of the Issuer as the governing body thereof, has caused this warrant to be executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be affixed hereto and the same attested by the City Clerk of the Issuer, and has caused this warrant to be dated the date and year specified above.

**CITY OF VESTAVIA HILLS, ALABAMA**

By \_\_\_\_\_  
Mayor

S E A L

Attest: \_\_\_\_\_  
City Clerk

**REGISTRATION CERTIFICATE**

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Vestavia Hills, in the State of Alabama, and the Series 2012 Warrant Fund referred to herein.

\_\_\_\_\_  
Finance Director of the City of Vestavia Hills, Alabama

**AUTHENTICATION AND REGISTRATION DATE: June \_\_, 2012**

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This warrant is hereby authenticated and has been registered by the City of Vestavia Hills, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

**THE BANK OF NEW YORK MELLON TRUST COMPANY,  
NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Its Authorized Officer

**ASSIGNMENT**

For value received \_\_\_\_\_ hereby sell(s), assign(s), and transfer(s) unto \_\_\_\_\_ the within Warrant and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:\*

\_\_\_\_\_  
(Bank, Trust Company or Firm)

By \_\_\_\_\_  
(Authorized Officer)

\* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

**Notice By Securities Depository**

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

**Section 3.02 Execution, Authentication, and Delivery of Warrants**

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Mayor of the Issuer and attested by the manual signature of the Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed to each Warrant by manual imprint thereon. The Warrants shall be registered by the Finance Director of the Issuer as a claim against the Issuer and the Series 2012 Warrant Fund. The Registration Certificate shall be executed by the manual signature of the Finance Director of the Issuer. The Mayor and the Clerk and the Finance Director of the Issuer are hereby authorized and directed to so execute, attest and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

(b) At any time and from time to time after the execution and delivery of this Ordinance the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Ordinance provided and not otherwise.

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated, registered, and delivered hereunder.

**Section 3.03 Registration of Warrants**

The Issuer shall cause to be kept at the Principal Office of the Paying Agent a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

**Section 3.04 Registration, Transfer, and Exchange of Warrants; Replacement of Mutilated, Lost, Destroyed or Stolen Warrants**

(a) The Warrants will be registered in the names of the Holders thereof on the Warrant Register. The Issuer, the Paying Agent and any agent of the Issuer or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the Issuer, the Paying Agent nor any such agent shall be affected by notice to the contrary.

(b) Upon surrender for transfer of any Warrant at the Principal Office of the Paying Agent, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the



designated transferee or transferees, one or more new Warrants of the same series, of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(c) If and to the extent so provided with respect to the Warrants, at the option of the Holder, Warrants may be exchanged for other Warrants of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(d) Every Warrant presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Warrant Registrar) be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(e) The Paying Agent shall not be required to transfer or exchange any Warrant during the period between the Regular Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Paying Agent shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(f) All Warrants surrendered upon any exchange or transfer provided for in this Ordinance shall be cancelled as provided in Section 3.07.

(g) If (1) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(h) Upon the transfer or exchange of Warrants, or upon the issuance of any new Warrant under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(i) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and be entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange, and every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by anyone.

(j) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

### **Section 3.05 Book-Entry System**

(a) The Warrants shall be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants for the purpose of exercising such rights so assigned.

(b) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representation; provided, that payment of the principal of such Warrants due at final maturity or upon redemption in whole of any of such Warrants shall be made only upon surrender thereof at the principal corporate office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(c) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of

beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(d) Redemption notices (if any) respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent and redemption of Warrants shall be effected as provided in Article 4.

(e) In the event that (1) the Securities Depository ceases to act as the securities depository for the Warrants or (2) the Issuer determines that the continuation of the Book-Entry System for the Warrants would adversely affect the interests of the Beneficial Owners of such Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of Warrants by, the Beneficial Owners shall be governed by the provisions set forth in this Ordinance with respect thereto.

(f) The Issuer may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Paying Agent serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(g) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representation and to give full effect to such Book-Entry System.

(h) The Beneficial Owners of all the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(i) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for the Warrants will be discontinued unless a successor securities depository is appointed by the Issuer. In addition, the Issuer may discontinue the Book-Entry System for the Warrants at any time by reasonable notice to the Securities Depository and to the Beneficial Owners.

(j) In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the Warrant Register,

the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this Ordinance, and the provisions of Section 3.04 with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply.

**Section 3.06 Payment of Warrants; Payment Dates**

(a) The principal of and interest on the Warrants shall be payable as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the Principal Office of the Paying Agent.

(b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

**Section 3.07 Cancellation of Surrendered Warrants**

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly cancelled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant cancelled as provided in this Section, except as expressly provided by this Ordinance.

**Section 3.08 Application of Proceeds of Warrants**

The net proceeds of the Warrants \$\_\_\_\_\_ (\$XXX principal amount less underwriting discount of \$\_\_\_\_\_ and less net original issue discount of \$\_\_\_\_\_), plus accrued interest of \$\_\_\_\_\_, shall be applied as follows:

- (1) the amount of \$\_\_\_\_\_ as accrued interest on the Warrants shall be deposited in the Warrant Fund under Section 5.01;
- (2) the amount of \$\_\_\_\_\_ shall be applied to the payment of issuance expenses, and any balance remaining shall be applied to the payment of the Series 2012 Improvements;
- (3) the amount of \$\_\_\_\_\_ shall be applied to the payment of the Refunded Warrants.

**Section 3.09 Refunding and Redemption of Refunded Warrants of the Issuer**

(a) Refunding of Series 2001-A Warrants

(1) The Issuer does hereby call for redemption the Series 2001-A Warrants of the Issuer on \_\_\_\_\_, 2012 at a redemption price equal to 101% of the principal amount thereof plus interest accrued thereon to the redemption date.

(2) The Issuer does hereby confer upon the Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer in accordance with the terms thereof.

(3) The Paying Agent is hereby directed to effect redemption of the Series 2001-A Warrants of the Issuer as provided herein.

(4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Series 2001-A Warrants of the Issuer as provided herein.

(5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes hereof.

(b) Refunding of Refunded Series 2002-A Warrants

(1) The Issuer does hereby call for redemption the Refunded Series 2002-A Warrants of the Issuer on August 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.

(2) The Issuer does hereby confer upon the Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Series 2002-A Warrants of the Issuer in accordance with the terms thereof.

(3) The Paying Agent is hereby directed to effect redemption of the Refunded Series 2002-A Warrants of the Issuer as provided herein.

(4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Refunded Series 2002-A Warrants of the Issuer as provided herein.

(5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes hereof.

(c) Refunding of Series 2002-B Warrants

(1) The Issuer does hereby call for redemption the Series 2002-B Warrants of the Issuer on August 1, 2012 at a redemption price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date.

(2) The Issuer does hereby confer upon the Paying Agent irrevocable power to give, for and in the name of the Issuer, a notice of redemption of the Refunded Warrants of the Issuer in accordance with the terms thereof.

(3) The Paying Agent is hereby directed to effect redemption of the Series 2002-B Warrants of the Issuer as provided herein.

(4) The Issuer covenants and agrees it will not amend or repeal the call for redemption of the Series 2002-B Warrants of the Issuer as provided herein.

(5) The Finance Director of the Issuer is authorized and directed to deliver a certified copy of this Resolution to the Paying Agent who is authorized to rely thereupon for all purposes

hereof.

## ARTICLE 4

### **Redemption of Warrants**

#### **Section 4.01 General Applicability of Article**

The Warrants shall be subject to redemption in accordance with their terms and in accordance with this Article.

#### **Section 4.02 Election to Redeem; Notice to Paying Agent**

The election of the Issuer to exercise any right of optional redemption shall be given by written notice to the Paying Agent not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the Issuer of less than all of the principal amount of the Outstanding Warrants, the Issuer shall, at least 60 days prior to the date fixed by the Issuer for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

#### **Section 4.03 Selection of Warrants to be Redeemed**

(a) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

(b) If less than all of the Outstanding Warrants are to be redeemed during a period in which the Book-Entry System is not in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, by lot or by such method as the Paying Agent shall deem fair and appropriate, the order and amount of Warrants to be redeemed within a maturity.

(c) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

#### **Section 4.04 Notice of Redemption**

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to

the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), or, if the Securities Depository or Securities Depository Nominee is the Holder, at the times and in the manner as provided in the Letter of Representation, at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof. During a period in which the Book-Entry System is in effect, notice of any intended redemption may also be given to each Beneficial Owner, all or portion of the interest of which in such Warrants is to be redeemed, by the Direct Participants and, where appropriate, by the Indirect Participants, pursuant to arrangements among said parties, subject to statutory and regulatory requirements in effect from time to time; provided, however, any Beneficial Owner may waive the requirement of notice as to the redemption of the interest thereof in the Warrants.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and

(5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

#### **Section 4.05 Payment of Redemption Price**

Prior to any redemption date, the Issuer shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

#### **Section 4.06 Warrants Payable on Redemption Date**

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, or compliance with the requirements of the Securities Depository with respect to redemption in part, in accordance with said notice such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

#### **Section 4.07 Warrants Redeemed in Part**

(a) During a period in which the Book-Entry System is in effect for the Warrants, the recordation and evidence of any reduction in the aggregate principal amount of the Warrants as a result of the redemption of a portion thereof shall be made in accordance with the Letter of Representation and the rules and procedures of the Securities Depository with respect thereto from time to time in effect.

(b) During a period in which the Book-Entry System is not in effect for the Warrants, unless otherwise provided herein, any Warrant which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent (with, if the Issuer or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the Issuer and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

### **ARTICLE 5**

#### **The Series 2012 Warrant Fund**

##### **Section 5.01 The Series 2012 Warrant Fund**

(a) There is hereby established a special fund which shall be designated the "Series 2012 Warrant Fund". The Paying Agent shall be the depository, custodian and disbursing agent for the Series 2012 Warrant Fund. The money in the Series 2012 Warrant Fund shall be used only to pay principal of and interest on the Warrants as the same shall become due and payable.

(b) There shall be deposited in the Series 2012 Warrant Fund the following amounts on the following dates:

(1) Simultaneously with the delivery of the Warrants to the original purchaser thereof, the amount received as accrued interest on the Warrants, which amount shall be credited against the deposits required by paragraph (2) of this subsection until exhausted.

(2) On or before the twentieth day of each January and July in each year, an amount equal to the interest coming due on the Warrants on the next ensuing Interest Payment Date with respect to the Warrants.

(3) On or before the twentieth day in January in each year, an amount equal to the principal maturing on the Warrants on the next ensuing principal payment date with respect to the Warrants.

(4) All other money required to be deposited in the Series 2012 Warrant Fund pursuant to this Ordinance.



(c) The Paying Agent will deposit in the Series 2012 Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Series 2012 Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Series 2012 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Series 2012 Warrant Fund shall be applied to the payment of principal of or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Series 2012 Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of and interest on the Warrants as the same shall become due and payable. If on any principal or interest payment date the amount on deposit in the Series 2012 Warrant Fund is insufficient to pay the principal of and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Series 2012 Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Series 2012 Warrant Fund to pay the principal of and interest on the Warrants as the same shall become due and payable, whether at maturity or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer and the Issuer shall promptly deposit into the Series 2012 Warrant Fund from the aforesaid sources all amounts required to be deposited in the Series 2012 Warrant Fund at the times therefor.

#### **Section 5.02 Investment of and Security For Series 2012 Warrant Fund**

(a) Money in the Series 2012 Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Series 2012 Warrant Fund shall remain therein and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Series 2012 Warrant Fund shall be charged thereto and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Series 2012 Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Series 2012 Warrant Fund continuously secured for the benefit of the Issuer and the Holders, either (1) by holding on deposit as collateral security Federal Securities or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in

(1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

## ARTICLE 6

### **Special Covenants of the Issuer**

#### **Section 6.01 Covenants With Respect to Tax Exemption for Interest; Designation of the Warrants Pursuant to Section 265 of the Code**

(a) The Issuer covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The Issuer covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

#### **Section 6.02 Approval of Continuing Disclosure Agreement**

(a) The Continuing Disclosure Agreement, in substantially the form and of substantially the content as the form of Continuing Disclosure Agreement presented to and considered by the City Council of the Issuer, is hereby authorized, approved and adopted.

(b) The Mayor of the Issuer is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable and shall approve, which approval shall be conclusively evidenced by his executing the Continuing Disclosure Agreement as herein provided, and the City Clerk is hereby authorized and directed to affix to the Continuing Disclosure Agreement the seal of the Issuer and to attest the same.

## ARTICLE 7

### **The Paying Agent**

#### **Section 7.01 Designation of Paying Agent**

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, National Association as the depository for the Series 2012 Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

**Section 7.02 Duties of Paying Agent; Payments at Par**

(a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read in this Ordinance against the Paying Agent.

(b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the Holders from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the Holders and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

**Section 7.03 Resignation and Removal; Appointment of Successor**

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at least thirty (30) days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

**Section 7.04 Qualification of and Acceptance of Appointment by Successor**

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$20,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

**Section 7.05 Merger or Consolidation**

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of the Issuer, the Holders, or the Paying Agent. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication

and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

## ARTICLE 8

### Sale of Warrants; Official Statement

#### **Section 8.01 Sale and Delivery of Warrants; Closing Papers**

The Warrants are hereby sold to The Frazer Lanier Company, Inc., upon the payment to the Issuer of the purchase price of \$\_\_\_\_\_ (the principal amount thereof less underwriter's discount of \$\_\_\_\_\_ and less net original issue discount of \$\_\_\_\_\_, plus accrued interest of \$\_\_\_\_\_ to the date of delivery). The City Council has determined that the sale of the Warrants to such purchaser on such terms is most advantageous to the Issuer. The Warrant Purchase Agreement presented to this meeting is hereby approved and the Mayor and City Finance Director are authorized to execute such Agreement. Any prior execution by the Mayor and City Finance Director is hereby ratified and approved. The Warrants shall be delivered to such purchaser through The Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Mayor, the City Clerk and the Finance Director, or any of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrants; the exclusion of the interest on the Warrants from the gross income of the Holders thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Finance Director shall give a receipt to the purchaser for the purchase price paid, and such receipt shall be full acquittal to the purchaser and said purchaser shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

#### **Section 8.02 Approval of Official Statement for the Warrants**

(a) The Official Statement dated the date of adoption (the "Official Statement") with respect to the Warrants in substantially the form and of substantially the content as the Official Statement presented to and considered by the City Council, is hereby authorized, approved and adopted.

(b) The City Council does hereby find and determine that the Official Statement is true and correct and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Mayor of the Issuer is hereby authorized to date the Official Statement the date of the adoption thereof and to execute and deliver the Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

(d) The Mayor of the Issuer is authorized and directed to cause distribution of the Official Statement to be made to prospective purchasers of the Warrants.

## ARTICLE 9

### Payment of Warrants

(a) Warrants for the payment of which moneys shall have been set aside and held by the Paying Agent on the maturity thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.

(b) Warrants shall, prior to the maturity date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of and interest due and to become due on said Warrants on and prior to the maturity date thereof and in the event said Warrants are not by their terms subject to payment within the next succeeding 90 days, the Issuer shall have given the Paying Agent in form satisfactory to it irrevocable instructions to mail a notice to the Holders thereof that the deposit required herein shall have been made with the Paying Agent and that said Warrants are deemed to have been paid in accordance with this Section and no longer Outstanding under this Ordinance and stating such maturity date or dates upon which moneys are to be available for the payment of the principal of said Warrants.

(c) Neither Federal Securities nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Warrants; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Federal Securities maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Series 2012 Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

The foregoing Ordinance was adopted this \_\_\_\_ day of May, 2012.

\_\_\_\_\_  
President of City Council of the City of Vestavia  
Hills, Alabama

S E A L

Authenticated and Attested:

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

\_\_\_\_\_  
Transmitted to and approved by the Mayor on this \_\_\_\_ day of May, 2012.

\_\_\_\_\_  
Mayor of the City of Vestavia Hills, Alabama

It was moved by Councilman \_\_\_\_\_ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the said ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the said ordinance be given. The motion was seconded by Councilman \_\_\_\_\_ and on roll call was unanimously adopted, those answering aye being:

Ayes:           Mary Lee Rice, President  
                  Steve Ammons, President Pro-Tem  
                  Linda Allison  
                  George Pierce  
                  Jim Sharp

Nays:           None

The Council President declared the motion unanimously carried.

After said ordinance had been discussed and considered in full by the Council, it was moved by Councilman \_\_\_\_\_ that said ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilman \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said ordinance, the roll was called with the following results:

Ayes:           Mary Lee Rice, President  
                  Steve Ammons, President Pro-Tem  
                  Linda Allison  
                  George Pierce  
                  Jim Sharp

Nays:           None

The Council President thereupon declared said motion carried and the ordinance passed and adopted as introduced and read.

\* \* \*

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes approved:

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President of Council

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Member of Council

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Member of Council

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Member of Council

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Member of Council



STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

**CERTIFICATE OF CITY CLERK**

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on May 30, 2012, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the ordinance set forth in such excerpts is a complete, verbatim and compared copy of such ordinance as introduced and adopted by the City Council on such date; and (5) said ordinance is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this \_\_\_\_ day of June, 2012.

\_\_\_\_\_  
Clerk of the City of Vestavia Hills,  
Alabama

SEAL

**RESOLUTION NUMBER 4298**

**A RESOLUTION APPROVING AND ASSENTING  
TO DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, A Declaration signed by the owners of all the lands abutting the following described storm drain easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said storm drain easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the storm drain easement above referred to is commonly referred to as “storm drain easement” and is more particularly described as follows:

Commence at the northeasterly corner of lot 1, Acton Road Professional Office Park, as recorded in map book 219, page 52, in the Office of Probate Judge of Jefferson County, Alabama, said corner also being on the southerly right-of-way of Devereux Circle; thence run westerly along said northerly line of said Lot 1 and the southerly right-of-way of Devereux Circle south 02°53'14" west for 18.29 feet to a point; thence run south 25°20'03" east for 54.89 feet to the point of beginning of a storm sewer easement to be vacated; thence continue south 25°20'03" east for 93.53 feet to a point; thence run north 89°38'50" west for 7.81 feet to a point, thence run south 00°21'10" west for 23.07 feet to a point; thence run south 70°18' east for 80.41 feet to a point; thence run north 10°55'16" east for 71.14 feet to a point; thence run north 89°38'50" west for 50.04 feet to a point, thence run south 00°21'10" west for 15.48 feet to a point; thence run north 81°24'05" west for 7.13 feet to a point; thence run north 25°20'03" east for 76.18 feet to a point; thence run north 76°58'40" west for 12.75 feet to the point of beginning. Said easement contains 4,301 sf.

**WHEREAS**, it appears to the City Council of the City of Vestavia Hills, Alabama, that convenient and reasonable means of access is afforded to all utilities running through the tract of land embraced in said Survey Plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**, that the vacation of the hereinabove described storm drain easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED**, on this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION**

I, the undersigned qualified acting Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 30<sup>th</sup> day of May, 2012, and that such Resolution is of record in the Minute Book of the City at page \_\_\_\_\_ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk

**CITY OF VESTAVIA HILLS**  
**ENGINEERING DEPARTMENT**  
**INTER-DEPARTMENT MEMO**

May 11, 2012

To: Rebecca Leavings, City Clerk

From: Christopher Brady

RE: Drainage Easement Vacation, Lot 1, Acton Professional Office Park

---

Becky,

I have reviewed the proposed vacation of easements on Lot 1, Acton Professional Office Park (Devereux Circle), as shown on map provided by Miller, Triplett and Miller dated 3/22/12. These easements will be relocated to the proposed relocation of the storm water drainage pipe and detention pond. Engineering is recommending to proceed with this vacation.

Please let me know if you have questions or would like to discuss in detail.

Sincerely,  
-Christopher



**STATE OF ALABAMA  
JEFFERSON COUNTY**

**DECLARATION OF VACATION**

We, the undersigned, constituting all of the owners of all property abutting Lot 1 as same appears on the Plat of Acton Road Professional Office Park which Plat is recorded in Plat Book 219, at Page 52, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said record plat as the same appears of record on the Plat to be vacated, and said storm sewer easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of storm sewer easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that storm sewer easement be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Storm sewer easement is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 2101 Devereux Circle, Vestavia Hills, AL. A copy of the map reflecting the location of Lot 1 is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting storm sewer easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 2101 Devereux Circle, Vestavia Hills, AL

Legal Description: Lot 1 Actorm Road Professional Office Park

Owners' Name(s): Price Hightower – Acton Road POB

6. All of the undersigned do hereby declare storm sewer easement to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of storm sewer easement and its approval of the same.

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 12 day of APRIL, 20 12.

**SIGNATURES OF ABUTTING PROPERTY OWNERS:**

*(notary on following pages)*

ph  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Duce Nighthawer and \_\_\_\_\_, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of April, 20 12.

Dutty Kayster Stevens  
Notary Public

10-27-13







600 North 18th Street  
Post Office Box 2641  
Birmingham, Alabama 35291

Date: April 6, 2012



Mr. Joseph A. Miller, III  
Miller, Triplett & Miller Engineers, Inc.  
2217 10<sup>th</sup> court South  
Birmingham, AL 35205

Subject: Tower Development

Dear Mr. Miller:

Reference is made to your letter of April 2, 2012, (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of existing storm easement, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Yours truly,



Team Leader  
Corporate Real Estate

Enclosures



AT&T – Alabama  
Right-of-Way  
3196 Highway 280  
Room 102N  
Birmingham, AL 35243

T: 205.970.5468  
F: 205.968.5505  
ls5947@att.com

April 10, 2012

Mr. Joseph A. Miller, III, PE/PLS  
2217 10<sup>th</sup> Court South  
Birmingham, AL 35205

Dear Mr. Miller,

AT&T has reviewed the proposed vacation of a storm sewer easement proposed on your resurvey of Lot 1, Acton Professional Office Park recorded in Map Book 219, Page 52 in the office of the Judge of Probate Jefferson County, Alabama. Our records and a field review indicate that AT&T has no facilities buried within the easement to be vacated and therefore has no objection to the vacation.

Sincerely yours,

A handwritten signature in cursive script that reads "Elizabeth M. Smith".

Elizabeth M. Smith  
MGR OPS Planning & Design  
Right-of-Way – North Alabama  
205-970-5468 (office)  
205-968-5505 (fax)



**FAX COVER SHEET**

To Sduggan@mtmengineers.com Fax # \_\_\_\_\_

From Jeff Edwards, Construction Coordinator Phone # (205) 824-5618  
Charter Communications

Date 4/9/2012

Subject \_\_\_\_\_

Pages to follow \_\_\_\_\_

Notes



**CONFIDENTIALITY NOTE** This message is intended only for the use of the individual to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone.

Please contact \_\_\_\_\_ if this transmission is interrupted for any reason.

April 9,2012

Miller, Triplett & Miller Engineers, Inc  
2217 10<sup>th</sup> Court South  
Birmingham, Al. 35205

RE: Resurvey of Lot 1 Acton Road Professional Office Park

Dear Mr. Miller

Charter Communications does not have a conflict with vacating the easement at Lot 1 Acton Rd Professional office park. Please feel free to contact me at (205) 824-5618 or 205-356-0765

Sincerely,

Charter Communications

Jeff Edwards

Construction Coordinator

A handwritten signature in black ink that reads "Jeff Edwards". The signature is written in a cursive, flowing style.



Service Center  
Birmingham District

ALABAMA GAS CORPORATION  
410 South 10th Street  
Birmingham, Alabama 35233

April 10, 2012

Miller, Triplett & Miller Engineers, Inc.  
2217 10<sup>th</sup> Court South  
Birmingham, Alabama 35205

**RE: Resurvey of Lot 1 Acton Road Professional Office Park**

To Mr. Joey Miller:

We have reviewed the above referenced plans and do not foresee any conflicts with the proposed vacation.

Please contact the Alabama Line Location Center at 252-4444 at least 48 hours prior to construction so that our facilities may be located.

Sincerely,

A handwritten signature in black ink that reads "Brian McNeeley".

Brian McNeeley  
Birmingham Division Engineering

BM/



THE BIRMINGHAM  
WATER WORKS BOARD

April 11, 2012

#618

Miller, Triplett & Miller  
ATTENTION: Joey Miller  
2217 10<sup>th</sup> Court, South  
Birmingham, AL 35205

Dear Mr. Miller:

You may present this letter to interested parties as evidence that The Water Works Board of the City of Birmingham has no existing facilities within that portion of a storm easement along Lot One (1) to be vacated according to the Resurvey of Acton Road Professional Office Park, situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 34, Township 18 South, Range 2W, located in the City of Vestavia Hills, Alabama. Therefore, the Water Board has no objection to the vacation of said easement.

Should you have questions or need additional information, please feel free to contact Ms. Antris Betts @ (205) 244-4262; or you may contact Ms. Betts via email at [Antris.Betts@bwwb.org](mailto:Antris.Betts@bwwb.org)

Very truly yours,

  
Stacy Johnson  
Superintendent - System Development

AB/ap

D.P. 479-1

G:\Engineering & Maintenance Division\System Development\AP2012 DOCUMENTS\WA LETTERS\BETTS\Miller Triplette Miller Ltr of Vacate Acton Road 4-11-12.doc



# JEFFERSON COUNTY COMMISSION

DAVID CARRINGTON—COMMISSIONER  
ENVIRONMENTAL SERVICES



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

JOHN S. YOUNG, JR., RECEIVER

Office of

DAVID DENARD  
Director of Environmental Services  
Suite A-300  
716 Richard Arrington, Jr. Blvd. N.  
Birmingham, Alabama 35203  
Telephone (205) 325-5496  
Fax (205) 325-5981

April 13, 2012

Mr. Joey Miller  
Miller, Triplett & Miller Engineers, Inc.  
2217 10<sup>th</sup> Court South  
Birmingham, Alabama 35205

RE: Request for vacation of a portion of an existing storm drainage easement located upon Lot 1, Acton Road Professional Office Park (Map Book 219, Page 52) in the city of Vestavia Hills (NW ¼ of section 34-18-2W)

Dear Mr. Miller:

This responds to your letter request concerning the proposed vacation of a portion of the above referenced storm drainage easement (highlighted in yellow as well as yellow/green cross hatch on enclosed drawing "A").

Our records indicate that there is an existing County maintained sanitary sewer on subject property located within a County sanitary sewer easement that crosses a portion of said storm drainage easement proposed to be vacated (common area/crossing of said sanitary sewer easement and storm drainage easement proposed to be vacated highlighted in yellow/green cross hatch with remainder of said sanitary sewer easement highlighted in green, all on enclosed drawing "A"). Be advised that said sanitary sewer easement must remain intact and no encroachments by structures into said sanitary sewer easement will be allowed. Furthermore, any site preparation work such as roadways, storm drainage, utilities, fill dirt as well as any heavy equipment operation within said sanitary sewer easement must be approved by the County Environmental Services Department prior to any such work being performed. In no way whatsoever can the County's ability to maintain said sanitary sewer be impeded.

Based on the aforementioned, we have no objection to the vacation of said storm drainage easement provided that all of said County sanitary sewer easement located on subject property remain intact as well as all items listed in paragraph two are complied with.

If you need formal action regarding this matter by the Jefferson County Commission, you should contact Mike Key in the Roads & Transportation Department.

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

Sincerely,  
  
David Denard  
Director of Environmental Services

DD/WMA/krh

cc: Mike Key, Chief Land Acquisition Agent, Roads & Transportation  
Emily Kemp, Chief Civil Engineer, Environmental Services

Enclosure

DEVEREUX CIRCLE  
40' ROW

L=122.72'  
R=420.00

L=117.95'15"21'31"  
R=440.00

5' Utility Easement

N25°20'03"W 51'38"37"

10.00' Easement

128°21'23"

50' Front Setback

LOT 1  
37,547 SF OR  
0.86 ACRES

101.35'

95.05'

87°42'55"

49.87'

15.12'

101.10'

105°3'38"

9.92'

6.61'

50' Rear setback line

New Storm Easement

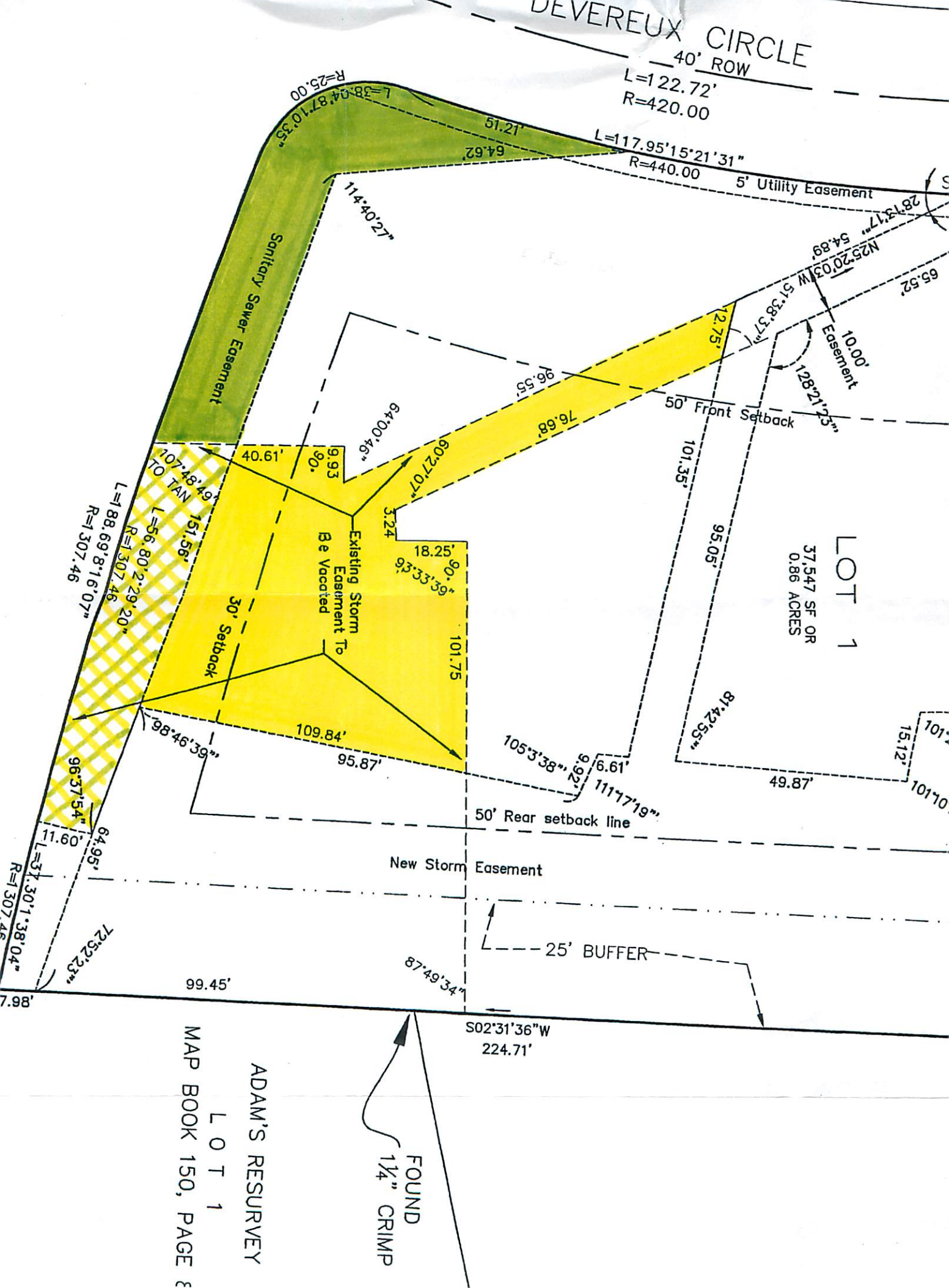
25' BUFFER

87°49'34"

S02°31'36"W  
224.71'

ADAM'S RESURVEY  
LOT 1  
MAP BOOK 150, PAGE 3

FOUND  
1 1/4" CRIMP



L=38°04'87"10'35"  
R=25.00

51.21'  
64.62'

114°40'27"

Sanitary Sewer Easement

12.75'

96.55'

76.68'

64°00'46"

60°27'07"

9.93'  
90°

3.24'

Existing Storm Easement To Be Vacated

18.25'  
90°

93°33'39"

101.75'

30' Setback

109.84'

95.87'

107°48'49"

151.56'

L=56°80'2"29'20"

R=1307.46

L=188.69'8"16'07"

R=1307.46

98°46'39"

96°37'54"

11.60'

64.95'

L=37°30'1"38'04"

R=1307.46

72°52'23"

99.45'

7.98'



**ORDINANCE NUMBER 2405**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM VESTAVIA HILLS INST-1 WITH CONDITIONS TO VESTAVIA HILLS INST-1 WITH AMENDED CONDITIONS**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills Inst-1 with conditions to Vestavia Hills Inst-1, with amended conditions;

1929 Canyon Road  
Lot 12, Block 3, Southridge 2<sup>nd</sup> Add to Vestavia Hills  
Alpha Sigma Tau, Owner(s)

**BE IT FURTHER ORDAINED** that said zoning is contingent upon the following conditions: (1) no access to Canyon Road; (2) the height and residential style of the building is to be maintained; (3) no alcohol allowed on the premises; (4) Subletting shall be allowed only to other non-profit organizations similar to AMBUCS; and (5) should the property be sold to any group other than AMBUCS, in such event property zoning shall revert back to residential, R-3 zoning.

**APPROVED and ADOPTED** this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

**APPROVED BY:**

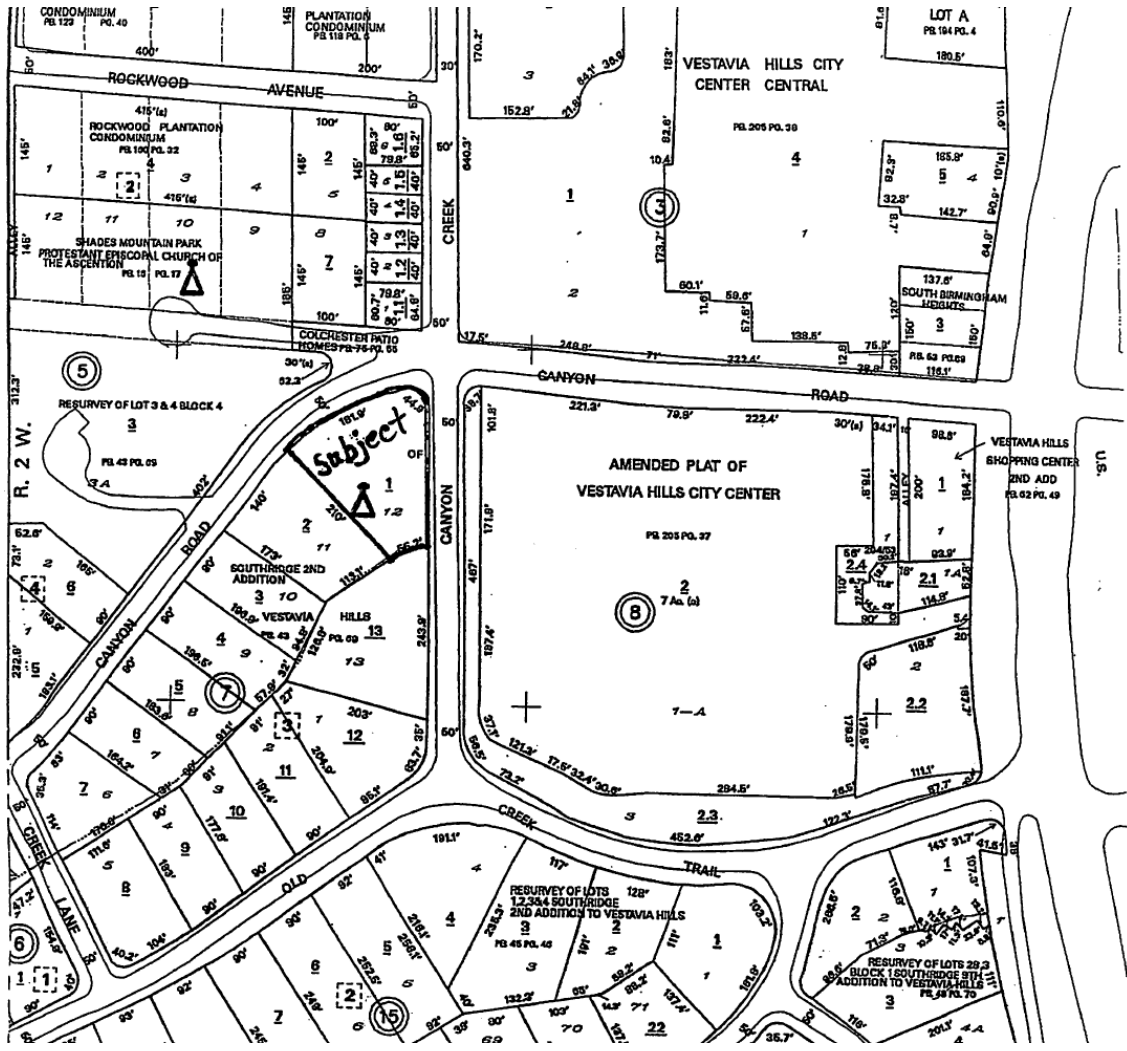
Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

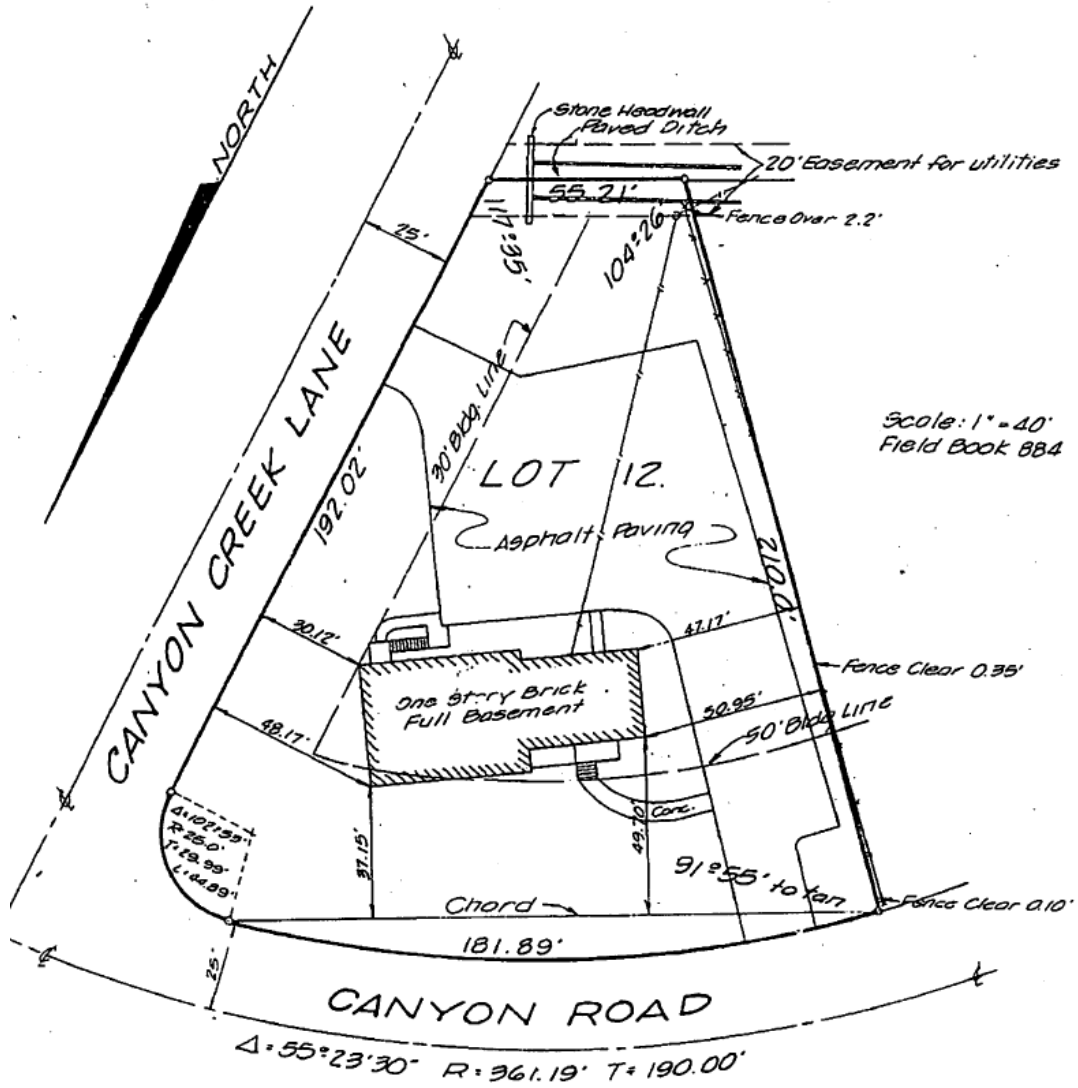
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2405 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 30<sup>th</sup> day of May, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk



BLOCK 3, SECOND ADDITION TO  
SOUTHRIDGE ADDITION TO VESTAVIA HILLS



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: April 2, 2011

- **CASE:** P-0412-13
- 
- **REQUESTED ACTION:** Application for Amendment for rezoning from VH Inst-1 with stipulations to VH Inst-1 with amended stipulations
- 
- **PROPOSED USE(S):** Inst-1, Institutional District
- **ADDRESS/LOCATION:** 1929 Canyon Road., Vestavia Hills, AL, 35243
- **APPLICANT/OWNER:** David Morrison, 201 Montclair Circle, Vestavia Hills, AL 35216
- **REPRESENTING AGENT:** David Upton, AMBUCS
- **GENERAL DISCUSSION:** This property is located at the intersection of Canyon Road and Canyon Creek Lane. The property is currently zoned Inst-1 with several stipulations including a reversionary clause to revert the property to residential should the current occupant of the property ever sell the property. The property is under contract by a non-profit group called AMBUCS who wish to occupy the property under conditions amended from the previous owner. The conditions are, as follows: (1) no access to Canyon Road; (2) the height and residential style of the building is to be maintained; (3) no alcohol allowed on the premises; (4) Subletting shall be allowed only to other non-profit organizations similar to AMBUCS; and (5) should the property be sold to any group other than AMBUCS, in such event property zoning shall revert back to residential, R-3 zoning.
- **CITY OF VESTAVIA HILLS COMPREHENSIVE PLAN:** This property is located in Figure 17 of the Vestavia Hills Comprehensive Master Plan in an area designated as “village center.” A village center is classified as mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreational areas, and public spaces. This request is consistent with the plan. .
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Clerk Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification,

setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the zoning with stipulations are described.

**City Clerk Recommendation:** Recommend approval of the rezoning conditioned upon the following: (1) no access to Canyon Road; (2) the height and residential style of the building is to be maintained; (3) no alcohol allowed on the premises; (4) Subletting shall be allowed only to other non-profit organizations similar to AMBUCS; and (5) should the property be sold to any group other than AMBUCS, in such event property zoning shall revert back to residential, R-3 zoning.

2. **City Engineer Review:** Approve with no access to Canyon Road.
3. **City Fire Marshal Review:** N/A
4. **Building Safety Review:** no problems noted with request.

*P&Z Recommendation*

**MOTION** Mr. Farrell made a motion to recommend the rezoning of 1929 Canyon Road, Lot 12, Block 3, Southridge, 2<sup>nd</sup> Add To Vestavia Hills From Vestavia Hills Inst-1 with conditions to To Vestavia Hills Inst-1 with amended conditions as follows: (1) no access to Canyon Road; (2) the height and residential style of the building is to be maintained; (3) no alcohol allow on the premises; (4) Subletting shall be allowed only to other non-profit organizations similar to AMBUCS; and (5) should the property be sold to any group other than AMBUCS, in such event property zoning shall revert back to residential, R-3 zoning. Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Ms. Fancher – yes	Mr. House – yes
Mr. Burrell – yes	Mr. Farrell – yes
Mr. Gilchrist – yes	Mr. Larson – yes
	<b>Motion carried.</b>



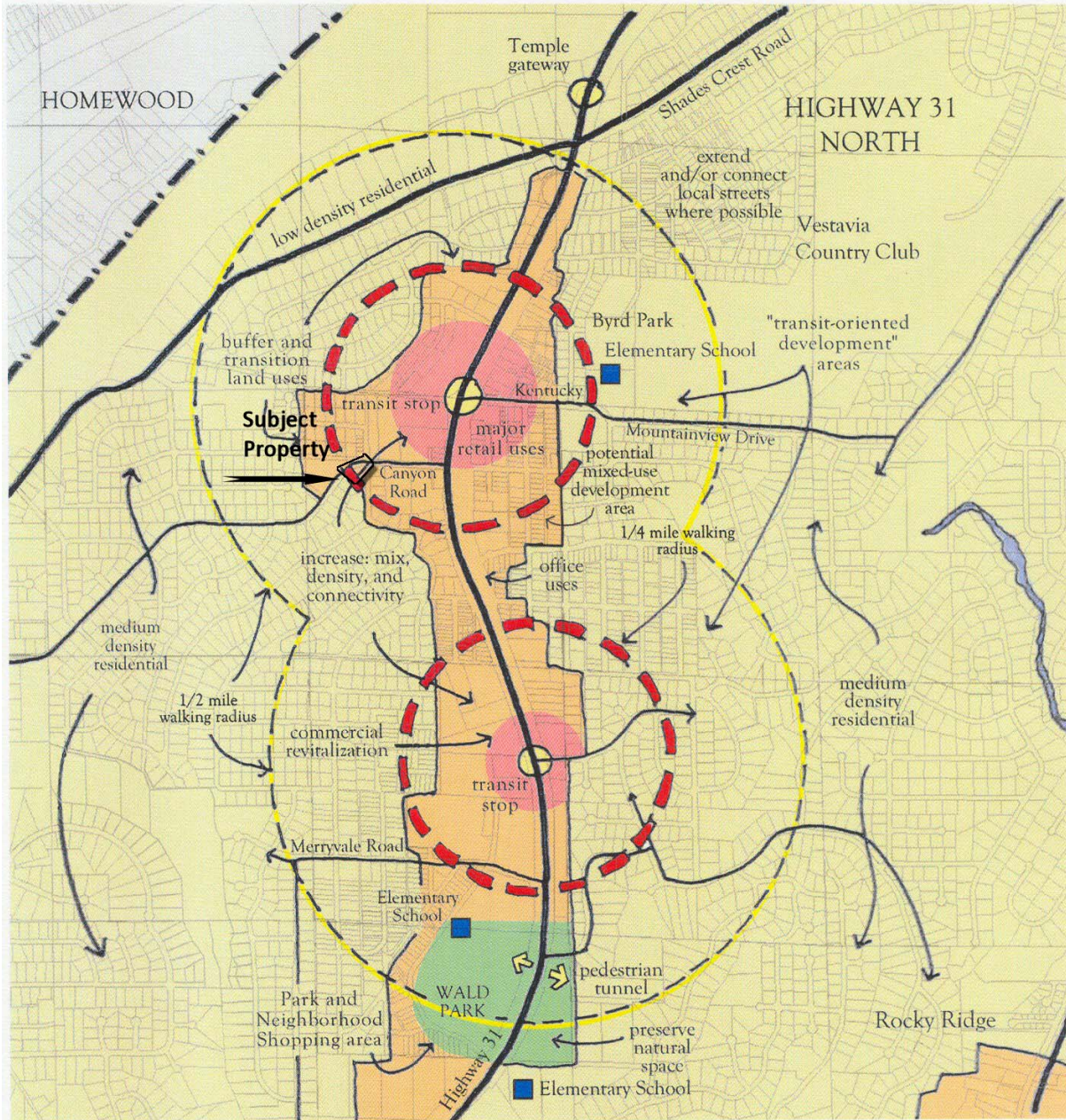
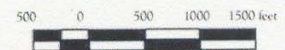


Figure 17: Highway 31 North  
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



**ORDINANCE NUMBER 2381-A**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM VESTAVIA HILLS INST-1 TO VESTAVIA HILLS B-2.**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills Inst-1 to Vestavia Hills B-2;

3975 Asbury Road  
David Morrison, Owner(s)

More particularly described as follows:

Commence at the SW corner of the SW Quarter of the SE Quarter of Section 15, Township 18 South, Range 2 West, Jefferson County, Alabama; thence North 0 degrees 47 minutes 36 seconds East, along the West line of said 1/4-1/4 section a distance of 30.01 feet to a point; thence South 87 degrees 42 minutes 01 seconds East a distance of 103.00 feet to an iron pin and the Point of Beginning; thence North 43 degrees 39 minutes 00 seconds West a distance of 82.78 feet to an iron pin; thence North 2 degrees 10 minutes 01 seconds West a distance of 210.58 feet to an iron pin; thence North 87 degrees 49 minutes 59 seconds East, a distance of 156.66 feet to an iron pin; thence South 1 degrees 00 minutes 59 seconds West a distance of 183.53 feet to an iron pin; thence North 87 degrees 42 minutes 01 seconds West a distance of 86.55 feet to the point of beginning.

**BE IT FURTHER ORDAINED**, said rezoning is conditioned upon the following: (1) The developer shall execute restrictive covenants limiting the use of the property to exclude, at minimum, the following uses: gasoline sales; auto parts sales; auto services; fast food restaurants; dry cleaning plants; places of amusement or



assembly; (2) That said covenants require that the property be developed with all development north of the creek and the property to the south of the creek preserved for limited parking and/or a landscaped park/open area; (3) Said restrictive covenants shall be executed, recorded in the Jefferson County Probate Office and a copy attached and incorporated into this Ordinance Number 2381-A; (4) That the developer construct public sidewalks within the right-of-way on both sides of the property that is adjacent to a public street with the approval of the City Engineer.

**APPROVED and ADOPTED** this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

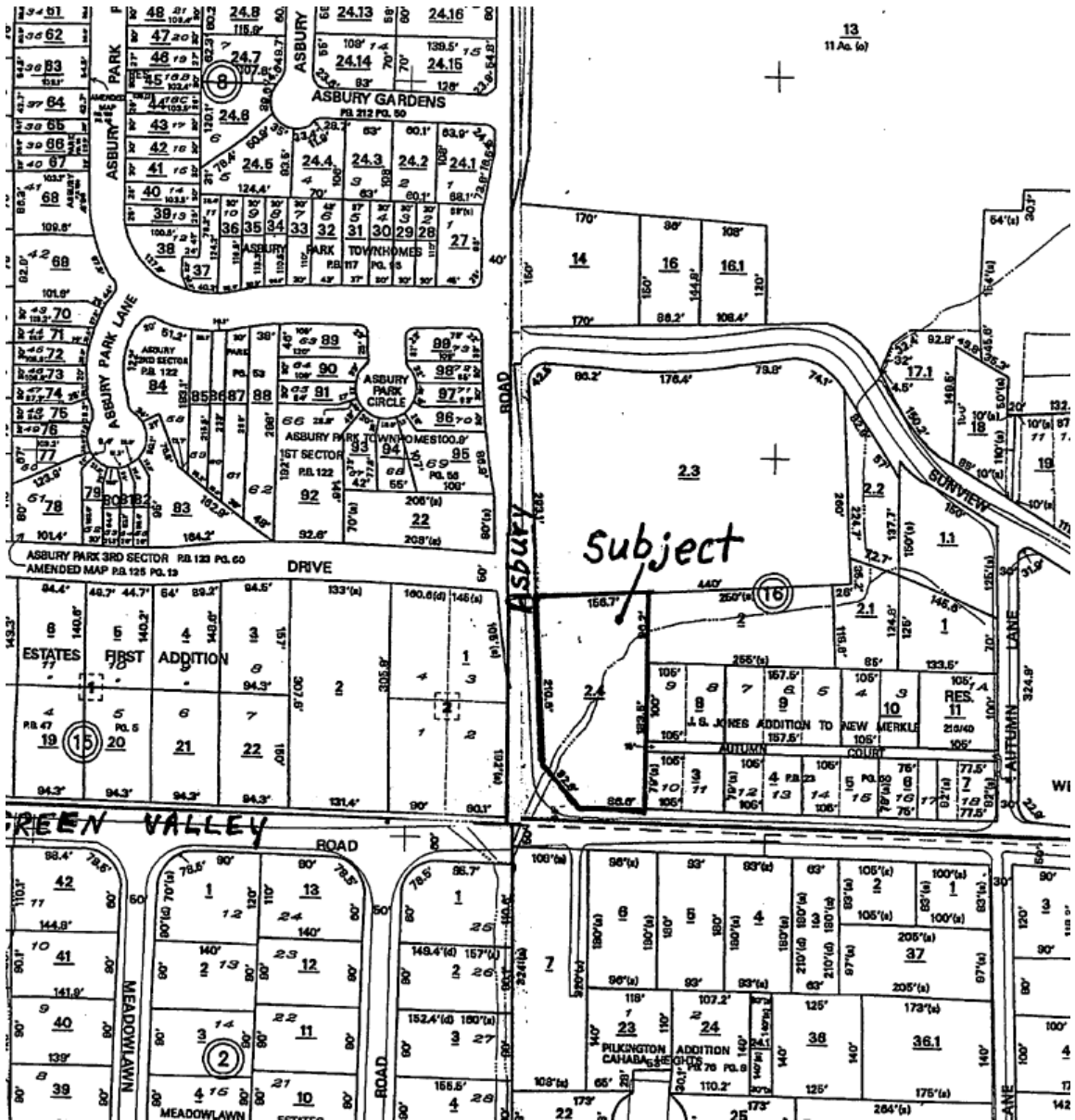
Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2381-A is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 30<sup>th</sup> day of May, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills New Merkle House, Liberty Park Sports Park and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: April 2, 2011

- **CASE:** P-0412-14
- 
- **REQUESTED ACTION:** Application for Amendment for rezoning from VH Inst-1 to VH B-2
- 
- **PROPOSED USE(S):** B-2, Business District
- **ADDRESS/LOCATION:** 3975 Asbury Road., Vestavia Hills, AL, 35243
- **APPLICANT/OWNER:** David Morrison, 201 Montclair Circle, Vestavia Hills, AL 35216
- **REPRESENTING AGENT:** Jerry Salmon, SMW Engineering Group, Inc., 1550 Woods of Riverchase Drive, Suite 100, Hoover AL 35242
- **GENERAL DISCUSSION:** This property is located at the intersection of Green Valley Road and Asbury Road. The property consists of 0.9 acres +/- . The property is adjacent to the Post Office (north); property zoned O-1 office (east), commercial property to the west and single family residential to the south. The plan is to construct a 5,000 SF office/commercial building at the northernmost part of the property. Because of the strict meaning of the Zoning Code, that part of the property is considered the “rear” rather than a “side” so a variance would be needed to allow the building to within 6.81’ of the back property line adjacent to the post office. This would pull the building as far back on the property as possible away from the residential located to the south across Green Valley Road. Parking would be in front of the building but located north of a creek that traverses the property leaving the southern part of the property either natural or landscaped. The site design shows parking provided pursuant to code with sufficient room for landscaping. Commercial is desired by the owner in case a certain low-key specialty retailer would like to lease a portion of the building. The owner has offered to limit the uses of the property to ensure only certain B-2 uses will be allowed on the property. ***This request would be to amend the rezoning already approved to also some limited parking south of the creek.***
- **CITY OF VESTAVIA HILLS COMPREHENSIVE PLAN:** This property is located in Figure 19 of the Vestavia Hills Comprehensive Master Plan in an area designated as “village center.” A village center is classified as mixed use centers with highest densities in core areas. Mix of uses should include retail and service

businesses, professional offices, high density residential areas, institutions, recreational areas, and public spaces. This request is consistent with the plan. Said property is noted in the Cahaba Heights Community plan in an area designated as “parks and open space”. This request is not consistent with the plan for the entire area.

- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Clerk Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the zoning if a variance is obtained on the northern part of the property. The proposal shows compliance with the Comprehensive Master Plan. The Cahaba Heights Community Plan suggests that the property be used for “park or open space”. While ideally, that might be the best recommendation for this property since a creek traverses the property, it is still privately owned. This particular proposal will allow a small building (footprint is only 2500 SF), parking north of the creek with the remainder of the property remaining either natural or landscaped. Therefore, approximately 50% of the property within this proposal will remain “open space”. The City has not identified this area as a desired area in which to construct a community park and with the developed part of the property closer to the Post Office and the southern half virtually untouched, this might comply at least partially with the Community Plan. Recommendation is made to condition the zoning upon the filing of restrictive covenants limiting the uses under the proposed B-2 zoning to exclude, at minimum, the following: gasoline sales; auto parts sales; auto services, fast food restaurants, places of amusement or assembly. **This request would be to amend the rezoning already approved to also some limited parking south of the creek.**

**City Clerk Recommendation:** Recommend approval of the rezoning conditioned upon the following: (1) the owner to provide private restrictive covenants limiting the use of the property to exclude, at minimum, the following uses: gasoline sales; auto parts sales; auto services, fast food restaurants, places of amusement or assembly.

2. **City Engineer Review:** Permitting issues will be addressed relative to development work at creek bank; drainage report to be required prior to permitting along with all other public improvements. Applicant must obtain City Engineer approval for access to southern part of property
3. **City Fire Marshal Review:** N/A
4. **Building Safety Review:** no problems noted with request.

***P&Z Recommendation***

*MOTION Mr. Burrell made a motion to recommend the amendment to the Rezoning For 3975 Asbury Road. The Purpose of this request is to allow limited parking south of the creek with access as approved by the City Engineer. Second was by Mr. Sharp. Motion was carried on a roll call; vote as follows:*

*Ms. Fancher – yes*

*Mr. House – yes*

*Mr. Burrell – yes*

*Mr. Farrell – yes*

*Mr. Gilchrist – yes*

*Mr. Larson – yes*



**"ForeSite" OFFICE BUILDING**  
1st Floor





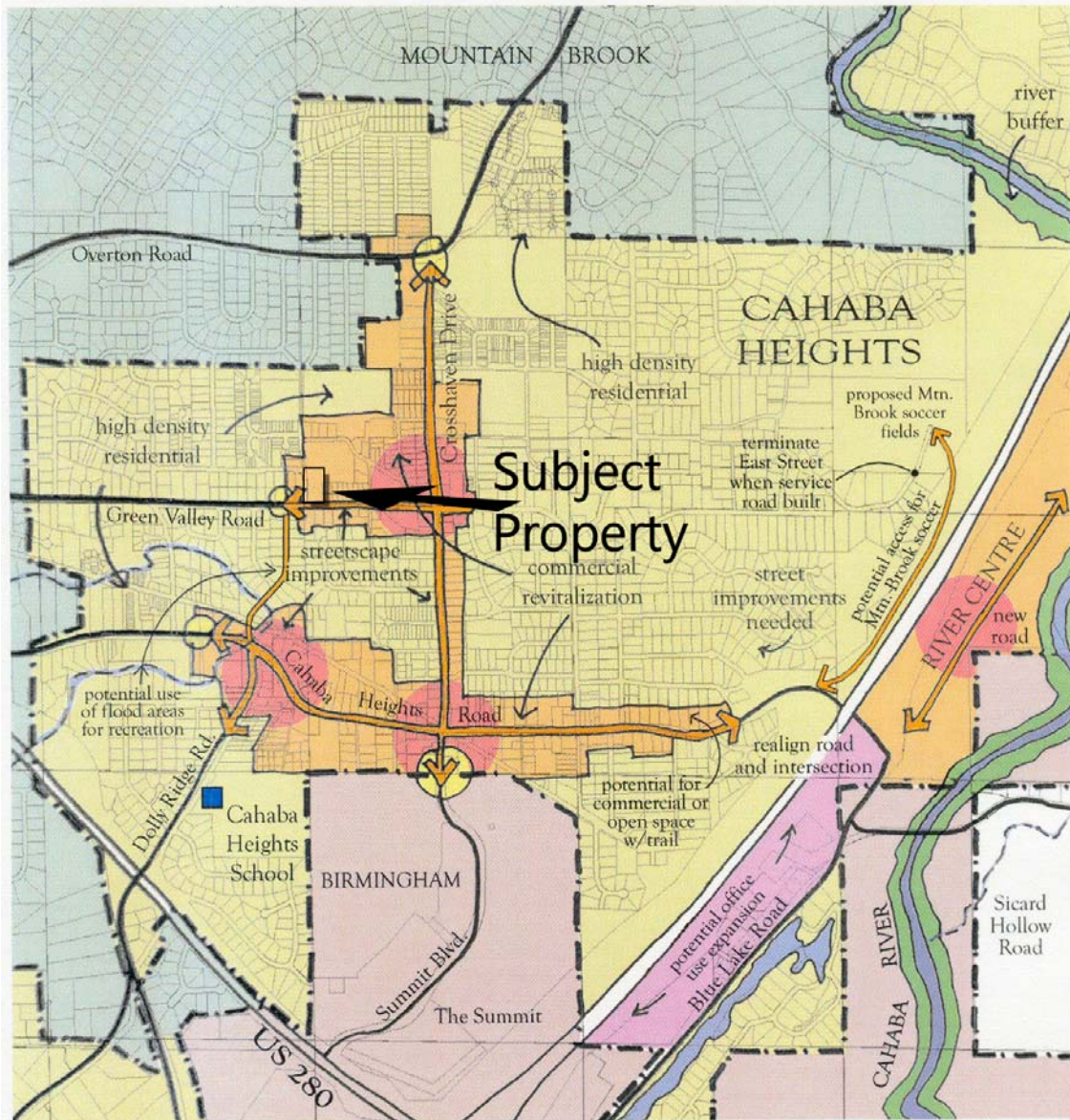
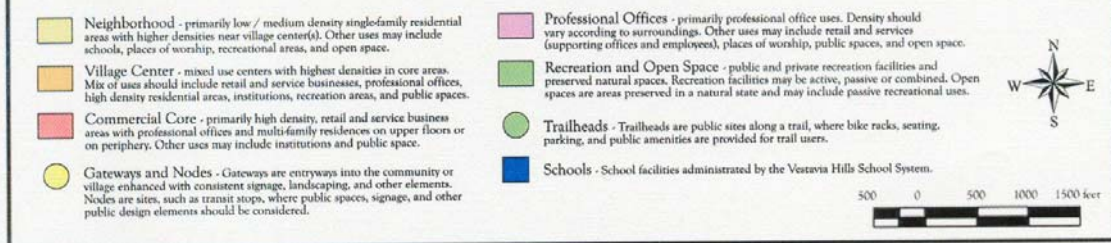


Figure 19: Cahaba Heights  
Land Use Analysis





# Future Land Use

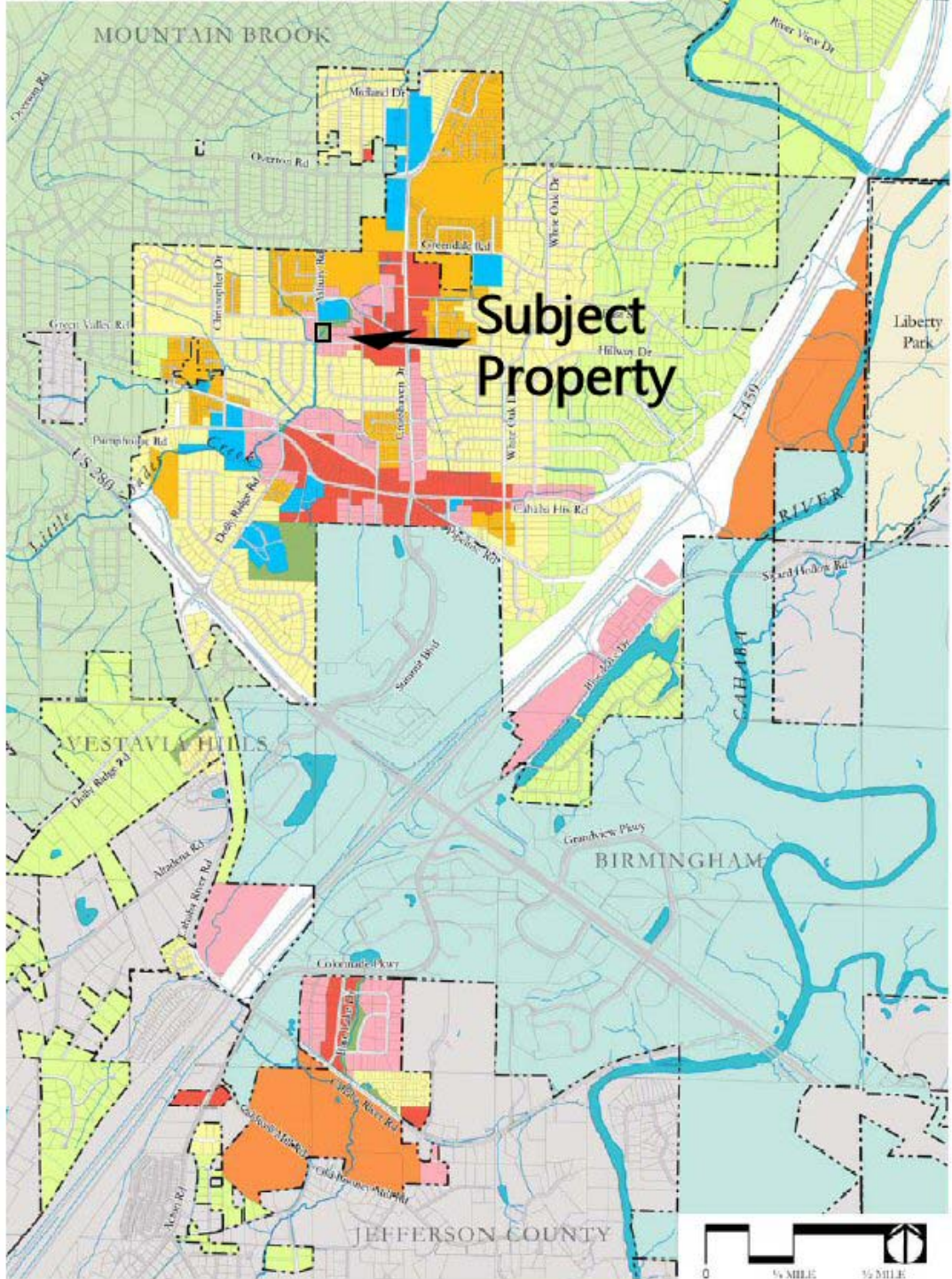


Figure 4: Future Land Use Map

**ORDINANCE NUMBER 2410**

**AN ORDINANCE TO AMEND ORDINANCE 2366 PROVIDING FOR LEVYING OF MUNICIPAL TAXES FOR THE CITY OF VESTAVIA HILLS, ALABAMA, AND FOR ASSESSMENT AND COLLECTION THEREOF.**

**WITNESSETH THESE HISTORICAL RECITALS:**

**WHEREAS**, prior to November 15, 1982, the ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Eight and 21/100 Dollars (\$8.21), which consisted of the following amounts:

1.	<u>State of Alabama:</u> Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property.	\$	0.65
2.	<u>Jefferson County:</u> One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		1.35
3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.		0.55
6.	<u>Local General Municipal and Special Local School District Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.		3.88
			<hr/>
		<b>TOTAL</b>	<b>\$ 8.21</b>

and;

**WHEREAS**, prior to November 15, 1982, the aggregate locally approved millage for general municipal purposes and local school district taxes of 38.8 mills (being at the rate of \$3.88 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	10.275
Garbage Collection	10.275
West Elementary - Warrants	3.150
High School and Operations	<u>15.100</u>

**TOTAL      38.800** and;

**WHEREAS**, all real property in the City of Vestavia Hills, Alabama, has been reappraised; and

**WHEREAS**, the Tax Assessor of Jefferson County in 1982 certified to the City of Vestavia Hills that total assessed value increased from \$42,983,320.00 in 1981 to \$63,427,627.00 in 1982; and

**WHEREAS**, the City of Vestavia Hills, Alabama, pursuant to the authority granted by Constitutional Amendment Number 373 (Lid Bill) of the Constitution of Alabama 1901, adopted Ordinance Number 633 on November 15, 1982, which reduced the ad valorem tax rate by 7.8 mills (\$0.78 per \$100.00 of assessed value). Following the enactment of Ordinance Number 633, the total millage rate consisted of the following separate taxes:

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35

3.	<u>Jefferson County Schools:</u> Eighty-two cents on each One Hundred Dollars (\$100.00) of the assess value of such property.	0.82
4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Local School District Taxes:</u> Three and 10/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.10
		7.43
<b>TOTAL</b>		<b>\$ 7.43</b>

After the adoption of Ordinance Number 633, the aggregate locally approved millage for general municipal purposes and local school district taxes of 31.0 mills (being at the rate of \$3.10 per \$100.00 of assessed value) consisted of the following:

General Municipal Purposes	0.821
Garbage Collection	0.821
West Elementary - Warrants	0.252
High School and Operations	<u>1.206</u>

**TOTAL 3.100 and;**

**WHEREAS**, the Vestavia Hills Board of Education unanimously adopted a resolution requesting that the ad valorem tax millage for education purposes be returned to the pre-November 15, 1982, rates by reinstating the 3.7 mills (.37 per \$100.00 of assessed value) as follows:

West Elementary Warrants from	2.52	to	3.15
High School & Operations from	12.06	to	15.10; and

**WHEREAS**, said resolution was presented to the City Council on February 4, 1985; and

**WHEREAS**, a public hearing was held on February 11, 1985, on the issue of whether or not to reinstate the 3.7 mills for the benefit of the Vestavia Hills Board of Education; and

**WHEREAS**, the Vestavia Hills Board of Education has requested the City Council to return the ad valorem millage tax rates that affect the Vestavia Hills School System to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating Thirty-Seven Cents (\$0.37) on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 12.06 High School mills (\$1.206 on each \$100.00 of assessed value) be adjusted to 15.1 mills (\$1.51 on each \$100.00 of assessed value).
2. The 2.52 West Elementary mills (\$0.252 on each \$100.00 of assessed value) be adjusted to 3.15 mills (\$0.315 on each \$100.00 of assessed value); and

**WHEREAS**, the City Council of the City of Vestavia Hills, Alabama, agreed to approve the request of the Board of Education by reinstating the 3.7 mills (\$0.37 per \$100.00 of assessed value). The City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 744 on February 18, 1985, which said Ordinance provided, among other things, as follows:

1. Reinstatement of 3.7 mills (0.37 on each One Hundred dollars of assessed value).
2. Established that the aggregate local millage for general municipal purposes and local school district tax rates are Three and 47/100 Dollars (\$3.47) per One Hundred Dollars (\$100.00) of the assessed value of said property.

3. That the \$3.47 local millage consists of the following:

(a)	General Municipal Purposes	0.823
(b)	Garbage Collection	0.823
(c)	West Elementary - Warrants	0.315
(d)	High School and Operations	<u>1.510</u>
	<b>TOTAL</b>	<b>3.470</b> and;

4. The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Alabama, shall amount to Seven and 80/100 Dollars (\$7.80) and shall consist of the following:

State of Alabama	\$	0.65
Jefferson County		1.35
Jefferson County Schools		0.82
Special School District Tax		0.96
Special School District Tax		0.55
Local General Municipal Purpose Tax		1.96
Special Local School District Tax		<u>1.51</u>
<b>TOTAL</b>	<b>\$</b>	<b>7.80</b>

**WHEREAS**, the City Council of the City of Vestavia Hills subsequently desired to return the millage tax rates that affect the General Fund to those rates in force and effective immediately prior to the adoption of Ordinance Number 633 on November 15, 1982, by reinstating (4.1 mills) forty-one cents on each One Hundred Dollars (\$100.00) of the assessed value of property so that the rates when adjusted will be as follows:

1. The 8.23 General Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).
2. The 8.23 Garbage Collection Fund Mills (0.823 on each \$100.00 of assessed value) be adjusted to 10.275 mills (1.0275 on each \$100.00 of assessed value).

The total ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value property in the City of Vestavia Hills, Alabama, shall amount to Eight Dollars and 21 Cents (\$8.21) and shall consist of the following:

1. State of Alabama: Sixty-five cents on each One Hundred dollars (\$100.00) of assessed value of such property. \$ 0.65
2. Jefferson County: One and 35/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property. 1.35
3. Jefferson County Schools: Eighty-two cents on each One Hundred Dollars (\$100.00) of 0.82

the assess value of such property.

4.	<u>Special School District Tax:</u> Ninety-six cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.96
5.	<u>Special District Tax:</u> Fifty-five cents on each One Hundred Dollars (\$100.00) of the assessed value of such property.	0.55
6.	<u>Local General Municipal and Special Local School District Taxes:</u> Three and 88/100 Dollars on each One Hundred Dollars (\$100.00) of the assessed value of such property.	3.88
<b>TOTAL</b>		<b>\$ 8.21</b>

**WHEREAS**, on May 4, 1987, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 901, which established the ad valorem tax rate of Eight and 21/100 Dollars (\$8.21) per One Hundred Dollars (\$100.00) of assessed value as shown in the schedule immediately above; and

**WHEREAS**, a referendum was held in the City of Vestavia Hills, Alabama, on Tuesday, May 8, 1990, at which election the qualified electors of the city voted on the following issue:

**TEN AND ONE-HALF MILL TAX INCREASE  
IN VESTAVIA HILLS, ALABAMA,  
FOR PUBLIC SCHOOL PURPOSES**

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Shall the ad valorem tax presently being levied in the City of Vestavia Hills, Alabama, pursuant to provisions of the Constitution and the laws of the State of Alabama, including the election held in the City on April 28, 1970, at the rate of One Dollar and Fifty-one Cents on each One Hundred Dollars worth of taxable property in the City be increased to the rate of Two Dollars and Fifty-six Cents on each One Hundred Dollars worth of taxable property in the City (an increase of One Dollar and Five Cents on each One Hundred Dollars worth of taxable property, or ten and one-half mills); such additional ten and one-half mill tax to be levied and collected for each year beginning with the levy for the tax year October 1, 1989, to



September, 1990 (the tax for which year will be due and payable October 1, 1990) and ending with the levy for the tax October 1, 2016, to September 30, 2017 (the tax for which year will be due and payable October 1, 2017) and to be used by the City Board of Education of the City of Vestavia Hills for public schools purposes?

\_\_\_\_\_ For Proposed Taxation  
\_\_\_\_\_ Against Proposed Taxation  
-----

The majority of the qualified electors voted "For Proposed Taxation". The specific totals were:

For Proposed Taxation	3,097
Against Proposed Taxation	3,065

Following the referendum vote on May 8, 1990, the aggregate ad valorem tax rate on each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, amounted to Nine and 26/100 Dollars (\$9.26) and consisted of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		0.960
5.	Special School District Tax		0.550
6.	Local General Municipal Purpose Tax		2.055
7.	Special Local School District Tax		2.560
8.	West Elementary		0.315
	<b>TOTAL</b>	<b>\$</b>	<b>9.260</b>

On August 27, 1991, the voters of the City of Vestavia Hills, Alabama, elected to renew the 8.2 mill Jefferson County School ad valorem tax.

On April 28, 1992, the voters of the City of Vestavia Hills, Alabama, elected to renew the 5.5 mill Special School District ad valorem tax.

On May 3, 1993, the City Council of the City of Vestavia Hills, Alabama, approved and adopted Ordinance Number 1353, levying ad valorem taxes at the rate of \$9.26 per \$100.00 of assessed value on real and personal property located within the City for the period beginning October 1, 1993, and ending September 30, 1994.

On October 26, 1993, the voters of the City of Vestavia Hills, Alabama, voted in favor of a 9.6 mill increase of the 5.5 mill ad valorem tax (under Section 2 of Amendment 3, sometimes referred to as Amendment Number 3, Three Mill District Tax) to 15.1 mills.

Because of the 9.6 mill increase of the 5.5 mill ad valorem tax to 15.1 mills, the 9.6 mill ad valorem tax authorized by Amendment Number 82 of the Constitution of the State of Alabama was not renewed.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows:

**SECTION ONE - TAX LEVY:** Taxes are hereby levied for the City tax year commencing on the first (1st) day of October 2012, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2013, as follows:

- A. A tax for general municipal purposes of Two and 37/100 Dollars (\$2.37) on each One Hundred Dollars (\$100.00) of the assessed value of such property.
- B. A tax for public school purposes of Two and 56/100 Dollars (\$2.56) on each One Hundred Dollars (\$100.00) of the assessed value of such property.

C. In summary, the aggregate local millage for general municipal purposes and local school district tax rates are Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property.

D. The local millage, for City accounting purposes, shall be allocated as follows:

General Municipal Purposes	1.0275
Garbage Collection	1.0275
West Elementary - Warrants	.3150
High School and Board Operations	<u>2.5600</u>

**TOTAL      4.9300**

**SECTION TWO - SPECIAL DISTRICT TAXES:** In addition to the taxes levied in SECTION ONE above, taxes are hereby levied for the City tax year commencing on the 1st day of October, 2012, on all real and personal property and other properties and franchises in the City of Vestavia Hills, Alabama, subject to taxation by the laws of the State of Alabama, based on the valuation of said property as assessed for County taxation, as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2013, as follows:

A. A further tax of One Dollar and Fifty-one Cents (\$1.51) of each One Hundred Dollars (\$100.00) of the assessed value of such property, in addition to the above mentioned taxes to be applied exclusively to public school purposes pursuant to the authority conferred by the Constitution and the election held on February 11, 1969; renewed on April 28, 1992, and increased to 15.1 mills on October 26, 1993.

B. A further tax of Eighty-two Cents (\$0.82) of each One Hundred Dollars (\$100.00) of the assessed value of such property, to be used solely and only for public school purposes pursuant to the Constitution of the State of Alabama.

Should the City Council of Vestavia Hills, Alabama, have no legal authority to provide for the levy, assessment and collection of the said Special School District Taxes as described in this SECTION TWO, then in such event, this SECTION TWO shall be considered as the City's support of the Vestavia Hills Board of Education.

**SECTION THREE - TAX BASIS AND WHEN DUE:** On and after the 1st day of October, 2012, all municipal taxes due the City of Vestavia Hills, Alabama, shall be based and due on all County assessments of the property within the limits of said County for the preceding year, and shall be due and delinquent at the time when State and County taxes for the preceding year are due and delinquent.

**SECTION FOUR - EFFECTIVE DATE AND LIEN:** The levy of taxes made herein shall go into force and effect as of October 1, 2012, and shall on said date become a lien on the property subject thereto.

**SECTION FIVE - TAX ASSESSOR AND TAX COLLECTOR, AND THEIR COMPENSATION:** The Tax Assessor and Tax Collector of Jefferson County, Alabama, shall be considered to be the Tax Assessor and Tax Collector respectively for the City of Vestavia Hills, Alabama, and shall each receive as compensation for this service in assessing and collecting respectively the taxes herein levied, as fee equivalent to one-half of one per centum (1/2 of 1%) of the taxes collected and then remitted to the City of Vestavia Hills, Alabama.

**SECTION SIX - CONFLICTS:** That all Ordinances, or parts of Ordinances, including Ordinance Number 2410, heretofore, adopted by the City Council of the City of Vestavia Hills, Alabama, in conflict with the provisions hereof are hereby expressly repealed.

**SECTION SEVEN - SEVERABILITY:** The provisions of this Ordinance are hereby declared severable. Should any provision of this Ordinance be held invalid, the invalidity thereof shall not affect the remaining provisions of this Ordinance.

**SECTION EIGHT - INTENT:** It is the intent of the City of Vestavia Hills, Alabama, with the passage of this Ordinance Number 2410, that the aggregate local millage for general municipal purposes and local school district tax rates be Four and 93/100 Dollars (\$4.93) per One Hundred Dollars (\$100.00) of the assessed value of such property and consist of the following:

Special High School Tax and Operations	\$	2.560
General Municipal Including Garbage		2.055
West Elementary		<u>.315</u>
<b>TOTAL</b>	<b>\$</b>	<b>4.930</b>

It is the further intent that the aggregate ad valorem tax rate of each One Hundred Dollars (\$100.00) of assessed value of property in the City of Vestavia Hills, Jefferson County, Alabama, shall amount to Nine and 26/100 Dollars (\$9.26), which shall consist of the following millages:

1.	State of Alabama	\$	0.650
2.	Jefferson County		1.350
3.	Jefferson County Schools		0.820
4.	Special School District Tax		1.510
5.	Local General Municipal Purpose Tax		2.055
6.	Special Local School District Tax		2.560
7.	West Elementary		<u>0.315</u>
	<b>TOTAL</b>	<b>\$</b>	<b>9.260</b>

**SECTION NINE - TAX ABATEMENT:** Whereas, the City of Vestavia Hills has annexed no parcels of land with tax abatements.

**SECTION 10 - EFFECTIVE DATE:** This Ordinance shall become effective immediately upon its adoption and approval and is adopted and approved all in accordance with Title 11-51-40, et seq., Code of Alabama, 1975.

**ADOPTED and APPROVED** this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2410 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 30<sup>th</sup> day of May, 2012, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk

**RESOLUTION NUMBER 4303**

**A RESOLUTION DETERMINING THAT PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE SALE/DISPOSAL OF SAID SURPLUS PERSONAL PROPERTY**

**WHEREAS**, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

**WHEREAS**, the City has determined that said personal property is no longer needed for public purposes and that it would be in the best public interest to sell and/or dispose of said personal property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Council of the City of Vestavia Hills, Alabama, also finds and determines that it would be in the best interest of the City to sell/and or dispose of said surplus personal property; and
2. The Mayor is hereby authorized to sell and/or dispose of the surplus personal property referenced in “Exhibits”.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 30<sup>th</sup> day of May, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

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## General Vehicle Information Report

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10-3242 - 1999 Ford Crown Victoria

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### General Information

**Year** 1999 (click to define)  
**Make** Ford (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 135,940 (click to define)  
**Vehicle #:** 10-3242  
**VIN #:** 2FAFP71W6XX153242  
**Type:** Vehicle  
**Color:**  
**Driver:** ,  
**Notes:**

### Fleet Information

**Department:** Administration  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Inspections/Hybrid

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51-0913 - 2005 Ford Crown Victoria

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### General Information

**Year** 2005 (click to define)  
**Make** Ford (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 150,859 (click to define)  
**Vehicle #:** 51-0913  
**VIN #:** 2FAFP71W95X160913  
**Type:**  
**Color:**  
**Driver:** ,  
**Notes:**

### Fleet Information

**Department:** Police  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Police (Detective)

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51-1656 - 2008 Ford Crown Victo

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### General Information

**Year** 2008 (click to define)  
**Make** Ford Propane (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 157,309 (click to define)  
**Vehicle #:** 51-1656  
**VIN #:** 2FAHP71V28X141656  
**Type:** Patrol 93  
**Color:**  
**Driver:** ,  
**Notes:**

### Fleet Information

**Department:** Police  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Propane (Police)

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**51-3239 - 1999 Ford Crown Victoria**

**General Information**

**Year** 1999 (click to define)  
**Make** Ford (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 173,237 (click to define)  
**Vehicle #:** 51-3239  
**VIN #:** 2FAFP71W4XX153239  
**Type:** Detective  
**Color:**  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** Police  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Police (Detective)

**51-4833 - 2000 Ford Crown Victoria**

**General Information**

**Year** 2000 (click to define)  
**Make** Ford (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 126,884 (click to define)  
**Vehicle #:** 51-4833  
**VIN #:** 2FAFP71W2YX144833  
**Type:** Ware  
**Color:**  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** Police  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Police (Detective)

**51-5579 - 2000 Ford Crown Victoria**

**General Information**

**Year** 2000 (click to define)  
**Make** Ford (click to define)  
**Model** Crown Victoria (click to define)  
**Mileage** 144,703 (click to define)  
**Vehicle #:** 51-5579  
**VIN #:** 2FAFP71W2YX105579  
**Type:** Penrose  
**Color:**  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** Police  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Police (Detective)

**52-1531 - 1996 Ford Explorer**

**General Information**

**Year** 1996 (click to define)  
**Make** Ford (click to define)  
**Model** Explorer (click to define)  
**Mileage** 88,743 (click to define)  
**Vehicle #:** 52-1531  
**VIN #:** 1FMDU34X3TUC71531  
**Type:** SUV  
**Color:**  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** FIRE  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Fire Cars

**52-8565 - 2000 Ford Taurus**

**General Information**

**Year** 2000 (click to define)  
**Make** Ford (click to define)  
**Model** Taurus (click to define)  
**Mileage** 170,957 (click to define)  
**Vehicle #:** 52-8565  
**VIN #:** 1FAFP53UXYA128565  
**Type:** Vehicle  
**Color:**  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** FIRE  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Fire Cars

**81-8819 - 2000 Dodge Ram 2500 ST**

**General Information**

**Year** 2000 (click to define)  
**Make** Dodge (click to define)  
**Model** Ram 2500 ST (click to define)  
**Mileage** 109,176 (click to define)  
**Vehicle #:** 81-8819  
**VIN #:** 3B7KC26Z4YM228819  
**Type:** Truck  
**Color:** W.P.  
**Driver:** ,  
**Notes:**

**Fleet Information**

**Department:** Park & Recreation  
**Region:** City of Vestavia Hills  
**Status:** Out of service  
**Schedule:** Park Rec. Vehicles

**RESOLUTION NUMBER 4302**

**A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE  
POLICE VEHICLES AND EQUIPMENT FROM THE POLICE  
CONFISCATIONS FUND**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor is hereby authorized to purchase three vehicles for the Police Department along with the appropriate emergency equipment and installation from the Police Confiscations Fund in an amount not to exceed \$68,400; and
2. This Resolution Number 4302 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 30<sup>th</sup> day of May,  
2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

## Rebecca Leavings

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**From:** Danny Rary  
**Sent:** Tuesday, May 22, 2012 4:23 PM  
**To:** Rebecca Leavings  
**Subject:** Council Resolution

I spoke to the Mayor about my plans to buy three vehicles for the Department using the Drug Forfeiture account. Can you place a resolution on the May 30, 2012 council agenda authorizing the purchase of three vehicles with appropriate emergency equipment and installation from this account not to exceed \$68,400.00.

Thank you,  
Dan

Danny P. Rary  
Chief of Police  
Vestavia Hills Police Department  
513 Montgomery Highway  
Vestavia Hills, Alabama 35216  
205-978-0109  
drary@ci.vestaviiahills.al.us

**ORDINANCE NUMBER 2409**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM VESTAVIA HILLS R-2 TO VESTAVIA HILLS INST-1**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-2 to Vestavia Hills Inst-1;

Vestavia Hills High School Campus  
Vestavia Hills Board of Education, Owner(s)

**VESTAVIA HILLS HIGH SCHOOL PROPERTY  
LEGAL DESCRIPTION**

PARCEL I: A part of the East 1/2 of the S.E. 1/4 and the S.E. 1/4 of the N.E. 1/4 of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Lot 1, Block 7, Shades Park, as recorded in Map Book 7, page 74 in the office of the Judge of Probate of Jefferson County, Alabama; Lot 2, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama; all that part of Lots 7 and 8, Block 5, and that part of Lots 1, 6, 7 and 8, Block 8, First Addition to Shades Park and vacated Third Avenue, lying North and West of Lime Rock Road and lying South and East of the following subdivisions: Vestridge – Fourth Sector 1st Addition as recorded in Map Book 76, Page 92, Vestridge – Fifth Sector as recorded in Map Book 77, Page 82 and Amended Map of Vestridge – Eighth Sector as recorded in Map Book 75, Page 16, all in the office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II: All that part of Lot 1, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama, lying South and East of Lime Rock Road and North of Morgan Drive.

PARCEL III: All that part of Lot 1, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate

of Jefferson County, Alabama, lying East of Lime Rock Road and South of Morgan Drive.

PARCEL IV: Lot 1-A, Block 10, Vestridge – Fourth Sector 1st Addition as recorded in Map Book 76, Page 92 in the office of the Judge of Probate of Jefferson County, Alabama.

PARCEL V: All that part of Lots 6, 7 and 8, Block 8, and Lots 1, 2, 3 and 4, Block 9, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama, and vacated Fourth Avenue lying South of Lime Rock Road.

PARCEL VI: Lot 6, according to the Survey of Buckhead Residential Estates, as recorded in Map Book 84, Page 37, in the Probate Office of Jefferson County, Alabama.

LESS AND EXCEPT: Commence at the Northwest corner of said Lot 6 and run Southerly along the West line of said Lot 6 a distance of 248.84 feet to the Point of Beginning; thence continue along the last stated course a distance of 126.81 feet to the Southwesterly corner of said Lot 6; thence 32°50' to the left in a Southeasterly direction along the line of said Lot 6 a distance of 235.52 feet to a point on the Westerly right-of-way line of Cherry Tree Lane; thence 123°24' to the left in a Northeasterly direction along said right-of-way line a distance of 17.97 feet to a point; thence 56°36' to the left in a Northwesterly direction a distance of 39.87 feet to a point; thence 21°18'35" to the right in a Northwesterly direction a distance of 33.02 feet to a point; thence 21°18'35" to the left in a Northwesterly direction a distance of 147.05 feet to a point; thence 32°50' to the right in a Northerly direction a distance of 118.85 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 27.00 feet to the Point of Beginning.

PARCEL VII: A part of the N.E. 1/4 of the N.E. 1/4 of Section 6, Township 19 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run in a Southerly direction along the West line of said 1/4 - 1/4 section 467 feet, more or less, to a point; thence in an Easterly direction along a line that is 467 feet, more or less, South of and parallel to the North line of said 1/4 - 1/4 section a distance of 510 feet, more or less to a point; thence 59°22'02" to the left in a Northeasterly direction a distance of 542.93 feet to a point on the North line of said 1/4 - 1/4 section; thence in a Westerly direction along the North line of said 1/4 - 1/4 section a distance of 805 feet, more or less to the Point of Beginning.

**BE IT FURTHER ORDAINED**, that said zoning is approved conditioned upon the following: (1) allowing construction of a parking lot described as “base bid” in documents presented by Latham and Associates for an estimated 219 parking spaces and that construction on the properties north of said “base bid” property shall require further approval from the Planning and Zoning Commission for the construction of parking; and (2) proposed northern access to Lime Rock Road be restricted to ingress of traffic only and access to be gated to prevent egress from the property.

**APPROVED and ADOPTED** this the 11<sup>th</sup> day of June, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

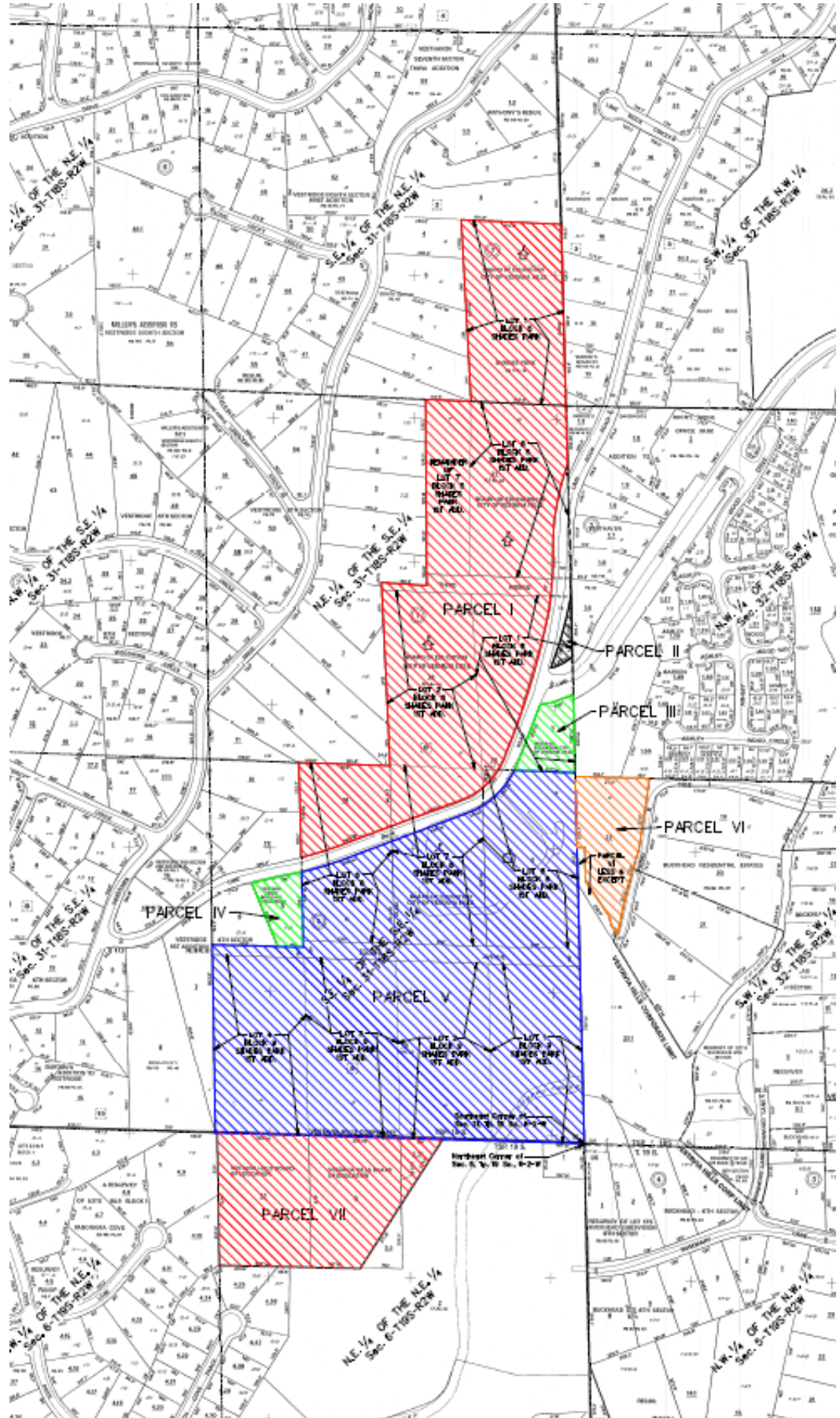
**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2409 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 11<sup>th</sup> day of June, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk





**ORDINANCE NUMBER 2409**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF A PARCEL OF PROPERTY FROM VESTAVIA HILLS R-2 TO VESTAVIA HILLS INST-1**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-2 to Vestavia Hills Inst-1;

Vestavia Hills High School Campus  
Vestavia Hills Board of Education, Owner(s)

**VESTAVIA HILLS HIGH SCHOOL PROPERTY  
LEGAL DESCRIPTION**

PARCEL I: A part of the East 1/2 of the S.E. 1/4 and the S.E. 1/4 of the N.E. 1/4 of Section 31, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Lot 1, Block 7, Shades Park, as recorded in Map Book 7, page 74 in the office of the Judge of Probate of Jefferson County, Alabama; Lot 2, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama; all that part of Lots 7 and 8, Block 5, and that part of Lots 1, 6, 7 and 8, Block 8, First Addition to Shades Park and vacated Third Avenue, lying North and West of Lime Rock Road and lying South and East of the following subdivisions: Vestridge – Fourth Sector 1st Addition as recorded in Map Book 76, Page 92, Vestridge – Fifth Sector as recorded in Map Book 77, Page 82 and Amended Map of Vestridge – Eighth Sector as recorded in Map Book 75, Page 16, all in the office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II: All that part of Lot 1, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama, lying South and East of Lime Rock Road and North of Morgan Drive.

PARCEL III: All that part of Lot 1, Block 8, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate

of Jefferson County, Alabama, lying East of Lime Rock Road and South of Morgan Drive.

PARCEL IV: Lot 1-A, Block 10, Vestridge – Fourth Sector 1st Addition as recorded in Map Book 76, Page 92 in the office of the Judge of Probate of Jefferson County, Alabama.

PARCEL V: All that part of Lots 6, 7 and 8, Block 8, and Lots 1, 2, 3 and 4, Block 9, First Addition to Shades Park as recorded in Map Book 8, Page 22 in the office of the Judge of Probate of Jefferson County, Alabama, and vacated Fourth Avenue lying South of Lime Rock Road.

PARCEL VI: Lot 6, according to the Survey of Buckhead Residential Estates, as recorded in Map Book 84, Page 37, in the Probate Office of Jefferson County, Alabama.

LESS AND EXCEPT: Commence at the Northwest corner of said Lot 6 and run Southerly along the West line of said Lot 6 a distance of 248.84 feet to the Point of Beginning; thence continue along the last stated course a distance of 126.81 feet to the Southwesterly corner of said Lot 6; thence 32°50' to the left in a Southeasterly direction along the line of said Lot 6 a distance of 235.52 feet to a point on the Westerly right-of-way line of Cherry Tree Lane; thence 123°24' to the left in a Northeasterly direction along said right-of-way line a distance of 17.97 feet to a point; thence 56°36' to the left in a Northwesterly direction a distance of 39.87 feet to a point; thence 21°18'35" to the right in a Northwesterly direction a distance of 33.02 feet to a point; thence 21°18'35" to the left in a Northwesterly direction a distance of 147.05 feet to a point; thence 32°50' to the right in a Northerly direction a distance of 118.85 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 27.00 feet to the Point of Beginning.

PARCEL VII: A part of the N.E. 1/4 of the N.E. 1/4 of Section 6, Township 19 South, Range 2 West, Jefferson County , Alabama, being more particularly described as follows:

Begin at the Northwest corner of said 1/4 - 1/4 section and run in a Southerly direction along the West line of said 1/4 - 1/4 section 467 feet, more or less, to a point; thence in an Easterly direction along a line that is 467 feet, more or less, South of and parallel to the North line of said 1/4 - 1/4 section a distance of 510 feet, more or less to a point; thence 59°22'02" to the left in a Northeasterly direction a distance of 542.93 feet to a point on the North line of said 1/4 - 1/4 section; thence in a Westerly direction along the North line of said 1/4 - 1/4 section a distance of 805 feet, more or less to the Point of Beginning.

**APPROVED and ADOPTED** this the 11<sup>th</sup> day of June, 2012.

Mary Lee Rice  
Council President

ATTESTED BY:

Rebecca Leavings  
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.  
Mayor

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2409 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 11<sup>th</sup> day of June, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Rebecca Leavings  
City Clerk



