

**Vestavia Hills
City Council Agenda
February 25, 2013
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Brad Allison, Altadena Valley Presbyterian Church
4. Pledge of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
 - a. Business of the Month
7. Councilors’ Reports
 - a. Board of Education Upcoming Vacancy – John Henley
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval Of Minutes –February 11, 2013 (Regular Meeting)

Old Business

10. Resolution Number 4405 – A Resolution Accepting A Proposal From The Regional Planning Commission Of Greater Birmingham For Planning Assistance In The Evaluation Of A 1.4 Mile Multi-Modal Trail Along The Cahaba River And Old Overton Road (*Public Hearing*)
11. Resolution Number 4406 – A Resolution Authorizing The City Manager To Hire Six (6) New Police Officers And To Promote Six (6) Existing Officers To The Rank Of Sergeant To Fill Six (6) Desk Sergeant Positions (*Public Hearing*)
12. Resolution Number 4407 – A Resolution Authorizing The City Manager To Hire Five (5) School Resource Officers (“SRO’s”) For Added Security In The Vestavia Hills School System (*Public Hearing*)
13. Ordinance Number 2434 - An Ordinance Transferring The Mayor’s Administrative Duties Authorized In City Ordinances To The City Manager (*Public Hearing*)

New Business

14. Resolution Number 4408 – A Resolution Accepting A Bid For Computers For The City Of Vestavia Hills (*Public Hearing*)

15. Resolution Number 4410 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With Barry Davis Architects P.C. For Architectural Services Of A Proposed Garage/Maintenance Facility At Wald Park
16. Resolution Number 4411 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With Alabama Department Of Transportation For Jefferson County Project Number; NH-HSIP-003(574) For Improvements Along SR-3 (US-31) From Shades Crest Road To Hollywood Boulevard
17. Resolution Number 4414 – A Resolution Authorizing Change Orders For Veterans Landscape At Patchwork Farms
18. Ordinance Number 2435 – An Ordinance To Amend Ordinance Number 2323; To Authorize And Direct A Modification To The Real Estate Sales Contract By And Between The City Of Vestavia Hills, As “Seller” And NSH Corp. As Purchaser” And To Authorize And Direct The Execution And Delivery Of A Sanitary Sewer Easement To Jefferson County, Alabama
19. Ordinance Number 2436 – An Ordinance Authorizing And Directing The Demolition, Razing And Removal Of A Dilapidated Single-Family Dwelling Situated On The Patchwork Farm Property At 4609 Old Looney Mill Road In The City Of Vestavia Hills Sometimes Referred To As The “Thuss Farmhouse”

New Business (Requesting Unanimous Consent)

20. Resolution Number 4412 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement With New World Systems To Establish Hardware And Software For A “Stand-Alone” System For The City After Separating From Homewood (*Public Hearing*)

First Reading (No Action Taken At This Meeting)

21. Resolution Number 4413 – A Resolution Authorizing The City Manager To Purchase Five (5) Chevrolet Tahoes For The Newly Hired School Resource Officers (SRO’s) (*Public Hearing*)
22. Resolution Number 4415 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement For Legal Services For The Purchase Of Property Development Of A New Municipal Center (*Public Hearing*)
23. Ordinance Number 2437 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Purchase Agreement For Property Located 1034 Montgomery Highway (*Public Hearing*)

24. Resolution Number 4416 – A Resolution Approving Additional Inspection Services For Construction Of Healthy Way Entrance And Bridge (*Public Hearing*)
25. Resolution Number 4417 – A Resolution Authorizing The City Manager To Take All Actions Necessary To Proceed With The Demolition Of The Structures Located At 3363 Mountainside Road (*Public Hearing*)
26. Resolution Number 4418 – A Resolution Authorizing The City Manager To Purchase Metal Detectors And Retain Two Security Officers For Municipal Court Security (*Public Hearing*)
27. Citizens Comments
28. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

FEBRUARY 11, 2013

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

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley
Jim Sharp

OTHER OFFICIALS PRESENT:

Randy Robertson, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Melvin Turner III, Finance Director
Terry Ray, Fire Dept. Battalion Chief
Fred Baughman, Economic Dev. Director
Mark Salter, Fleet Manager

Invocation was given by Steve West, St. Mark United Methodist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- None.

CITY MANAGER REPORT

- Mr. Robertson introduced Marc Thompson and Anthony Kamburis from CDG Engineering to explain the City's requests for ATRIP funding. They explained the City's request for an 80/20 split on projects on Columbiana Road, Rocky

Ridge Road and Overton Road. These requests would have to be considered by multiple jurisdictions if awarded, including Jefferson County.

- Mr. Robertson stated that there will be a Military Family Network meeting on February 17 at the Civic Center.

COUNCILOR REPORTS

- None.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for month ending January 2013. He read and explained the balances of the report.

APPROVAL OF MINUTES

The minutes of the January 28, 2013 (Regular Meeting) and January 31, 2013 (Special Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the January 28, 2013 (Regular Meeting) and January 31, 2013 (Special Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll Call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – abstained
Mayor Zaragoza – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4396

Resolution Number 4396 – A Resolution Authorizing The City Manager To Pay Off A Lease For A 2012 Chevrolet Tahoe And Declaring Said Vehicle As Surplus To Allow The Sale And/Or Salvage Of Said Vehicle (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4396 was by Mr. Ammons and second was by Mr. Pierce.

Mr. Robertson explained that one of the City's Tahoes was involved in an accident. The damage to the vehicle exceeded the value of the vehicle and it has been

deemed as totaled. The lease on the vehicle needs to be paid out so that a salvage title may be obtained and the vehicle sold.

Discussion ensued as to whether or not the vehicle would be replaced immediately, if the payment would be derived from Capital funds, etc.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4397

Resolution Number 4397 – A Resolution Changing And Adopting A Logo For The City Of Vestavia Hills (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4397 was by Mr. Pierce and second was by Mr. Henley.

Brian Wolfe, Chairman of the Market Street Implementation Committee, presented this request to adopt a standard logo for the City. He explained this was a part of the recommendation from the Market Street Study to begin standardizing and “branding” the community. The logo has been adopted by the Chamber and is requesting the City to adopt it also. He explained the background of the development of the logo, including feedback and study from several focus groups.

Discussion ensued concerning the previous versions of the proposed logo, the present logo, the approval and recommendation from the Implementation Committee, etc.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, stated that he noticed the incorporation date of 1950 was removed from the logo.

Karen Odle, Vestavia Hills Chamber of Commerce, stated there is some proposed signage that will be following this request. Those signs will bear the 1950 incorporation date.

There being no one else present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4398

Resolution Number 4398 – A Resolution Approving An Alcohol License For SMT LLC, D/B/A Sol Azteca For The On-Premise Sale Of 020 – Restaurant Retail Liquor, Tomas Sarabia Martinez, Executive (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4398 was by Mr. Henley and second was by Mr. Sharp.

Mr. Robertson explained that this is a license transfer for the Sol Azteca restaurant due to a change in ownership.

Tomas Sarabia was present in regard to this request. He explained that he purchased the restaurant from a family meeting and will carry on the tradition of the Sol Azteca menu.

Chief Rary stated that his department has reviewed the applications and found no problems.

Mr. Sharp asked about the plans to expand the parking lot. Mr. Sarabia indicated he was unaware of any expansion plans.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4399

Resolution Number 4399 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Berney Office Solutions For Print Management

MOTION Motion to adopt Resolution Number 4399 was by Mr. Pierce and second was by Mr. Ammons.

Mr. Robertson explained that this Resolution authorizes him to execute an agreement with Berney for centralized printer maintenance. He explained the terms of the agreement and stated projections are that the City would see a savings of approximately \$400 per month in the cost of printing. He stated that the funding for this request was already approved in the budget.

Beth Lightsey, Berney Office Solutions, was present in regard to this request and answered questions from the City Council.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4400

Resolution Number 4400 – A Resolution Accepting A Bid For A Cardiac Monitor/Defibrillator

MOTION Motion to adopt Resolution Number 4400 was by Mr. Sharp and second was by Mr. Ammons.

Mr. Robertson stated that bids were invited for a cardiac monitor/defibrillator. Recommendation from the Chief is to accept the lowest bid received.

Chief Terry Ray was present to explained the recommendation and stated that the next request is to declare the older equipment as surplus to be used as a trade-in for a discount on the new equipment.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4401

Resolution Number 4401 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to adopt Resolution Number 4401 was by Mr. Ammons and second was by Mr. Henley.

Mr. Robertson stated that Chief Ray just explained this equipment is no longer supported by the manufacturer and will be traded in on the new equipment.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4402

Resolution Number 4402 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Alabama Power Company For The Installation, Operation And Maintenance Of A Traffic Signal At The Intersection Of Cahaba River Road, Blue Lake Drive And Healthy Way

MOTION Motion to adopt Resolution Number 4402 was by Mr. Sharp and second was by Mr. Pierce.

Mr. Robertson stated that this agreement has been discussed previously and was required for the intersection of the new Healthy Way. There is no funding commitment with this agreement, only agreeing to installation and maintenance of the light.

Mr. Boone stated that Jefferson County required the signalization of this intersection.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried.

RESOLUTION NUMBER 4403

Resolution Number 4403 – A Resolution Authorizing The Filing With ADECA For QECB Bonds And Reimbursement From The City From The Proceeds For Energy Conservation

MOTION Motion to adopt Resolution Number 4403 was by Mr. Ammons and second was by Mr. Henley.

Mr. Robertson stated that this request is for ADECA to allocate some bonds for energy efficient lighting to the City at a better interest rate than financing. This money would be used for the Trane proposal to replace all the lighting at the City's athletic fields.

Heyward Hosch was present to explain the details of the bonds, the terms, etc. He explained this request is not binding upon the Council nor does it approve the Trane contract.

Discussion ensued as to the funding options for the Trane contract; the bonding terms, payment terms and options should the bonding request not materialize.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mr. Sharp – yes
Mayor Zaragoza – yes	Motion carried.

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

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of February 25, 2013 at 5 PM.

- Resolution Number 4404 – A Resolution Authorizing The Mayor And City Manager To Enter Into A Guaranteed Energy Cost Savings Agreement With Trane US, Inc. (*Public Hearing*)
- Resolution Number 4405 – A Resolution Accepting A Proposal From The Regional Planning Commission Of Greater Birmingham For Planning Assistance In The Evaluation Of A 1.4 Mile Multi-Modal Trail Along The Cahaba River And Old Overton Road (*Public Hearing*)
- Resolution Number 4406 – A Resolution Authorizing The City Manager To Hire Six (6) New Police Officers And To Promote Six (6) Existing Officers To The Rank Of Sergeant To Fill Six (6) Desk Sergeant Positions (*Public Hearing*)
- Resolution Number 4407 – A Resolution Authorizing The City Manager To Hire Five (5) School Resource Officers (“SRO’s”) For Added Security In The Vestavia Hills School System (*Public Hearing*)
- Ordinance Number 2434 - An Ordinance Transferring The Mayor’s Administrative Duties Authorized In City Ordinances To The City Manager (*Public Hearing*)

CITIZENS COMMENTS

Martha Cook, 1341 Branchwater Lane, thanked the Council for adopting the new City logo.

David Russell, Birmingham Alabama, asked when the Council would consider the proposed Resolution in support of Cooper Green Hospital. He advised the Council that he would send additional information regarding the funding of Cooper Green.

Donald Harwell, 1357 Willoughby Road, reported a problem with some damages from utilities which have been done and not fixed. He stated that the City was notified of the problems but the time it took to get the corrections done was a cause for concern.

MOTION Motion to adjourn the meeting at 6:17 PM was by Mr. Pierce. Mr. Ammons seconded the motion. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mr. Sharp – yes
Mayor Zaragoza – yes Motion carried; meeting adjourned.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4405

A RESOLUTION ACCEPTING A PROPOSAL FROM THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM FOR PLANNING ASSISTANCE IN THE EVALUATION OF A 1.4 MILE MULTI-MODAL TRAIL ALONG THE CAHABA RIVER AND OLD OVERTON ROAD

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

1. The proposal submitted by the Regional Planning Commission of Greater Birmingham (“RPCGB”) for planning assistance in evaluation of a 1.4 mile multi-modal trail along the Cahaba River and Old Overton Road at a cost not to exceed \$49,284.41 with a local match of 20% or \$9,856.88 is hereby accepted; and
2. A copy of said proposal is attached to and incorporated into this Resolution Number 4405 as though written fully therein; and
3. This Resolution Number 4405 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Brian Davis
Sent: Wednesday, February 06, 2013 10:00 AM
To: Randy Robertson; Rebecca Leavings
Cc: Christopher Brady
Subject: Agenda item for first read -- APPLE grant

Attachments: 2012_10_Vestavia Hills_ Fee Proposal_Version_1.0 (1).xlsx; Cahaba_Liberty_Scope.pdf

Attached is proposal and scope of work to accept the APPLE grant (Advanced Planning, Programming, and Logistical Engineering) from the RPCGB for the Cahaba River trail along Overton and Old Overton Road. This will be a planning tool to assist with the development of this project, including determining feasibility, project budgets, funding opportunities, and engaging key stakeholders, including, but not limited to, the City of Mountain Brook, Freshwater Land Trust, Liberty Park Joint Venture, and private developments and property owners within the community and immediate area.

The services identified in this proposal are at an estimated total cost of \$49,284.41, with the 20% City match required \$9,856.88.

In order to proceed with this project as soon as possible, I would recommend placing this as a first read on Council agenda for 2/11/13 with potential approvals for this expenditure on 2/25/13.

Brian C. Davis, Director
Department of Public Services
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0166 office
205-276-9095 cell
205-978-0174 fax

"Ninety-nine percent of the failures come from people who have the habit of making excuses."

- George Washington Carver

Regional Planning Commission of Greater Birmingham

Project City of Vestavia Hills, Cahaba-Liberty Trail - APPLE Project
City/County Vestavia Hills, Jefferson County, Alabama
Description Traffic Study/Project Feasibility Assessment
Scope of Work Planning
 Regional Planning Commission of Greater Birmingham

Fee Proposal

PERSONNEL COST			
	Man-Days	Daily Rate	
Deputy Director of Planning	0.00	\$ 308.52	\$ -
Principal Planner (Transportation)	2.39	\$ 237.53	\$ 567.70
Senior Planner (Land Use)	0.00	\$ 229.95	\$ -
Senior Planner (Transportation)	0.00	\$ 229.00	\$ -
Planner (Land Use)	0.00	\$ 190.00	\$ -
Senior GIS Specialist	0.00	\$ 243.60	\$ -
Principal GIS Specialist	0.00	\$ 246.00	\$ -
Transportation Engineer	0.00	\$ 240.00	\$ -
			\$ 567.70
Fringe Rate		159.50%	\$ 905.48
Overhead Rate		162.50%	\$ 1,471.41
Total Labor and Overhead			\$ 1,471.41
Out-of-Pocket Expenses**			\$ 1,331.00
		Sub-Total	\$ 2,802.41
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Contract Labor - RPCGB Transportation Planner	80	\$ 18	\$ 1,440.00
Sain Associates -Advanced Planning Study	1	\$ 45,042	\$ 45,042.00
			\$ -
			\$ -
		Sub-Total	\$ 46,482.00
		TOTAL FEE	\$ 49,284.41
		FEDERAL FUNDS	\$ 39,427.53
		LOCAL MATCH	\$ 9,856.88



RPCGB

REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM

2 Twentieth Street North Suite 1200 • Birmingham, Al 35203
Phone (205) 251-8139 • Fax (205) 328-3304 • www.rpcgb.org • www.bhammpo.org

December 6, 2012

Christopher Brady
City Engineer, City of Vestavia Hills
Associate Director, Department of Public Services
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Mr. Brady:

The Regional Planning Commission of Greater Birmingham (RPCGB) was recently informed that the City of Vestavia Hills is interested in implementing a multi-modal trail along the Cahaba River. As requested, RPCGB will provide professional planning assistance in evaluating the expected impacts resulting from the construction of the 1.4 mile multi-modal trail along the Cahaba River and Old Overton Road. This project, which has been named The City of Vestavia Hills Cahaba-Liberty Trail, will specifically evaluate the potential for trail ways along to the Cahaba River and Overton Road/Old Overton Road. The trail would begin at River Run Drive to connect with the proposed Mountain Brook Park and end with a connection to trails on property owned by the Freshwater Land Trust near the Carraway-Davie House, a local historic gem. Further project details are provided herein.

RPCGB is an intergovernmental agency that provides planning guidance for its member municipalities. This type of initiative could serve as an example of potentially duplicable innovative programming that supports the best interest of our citizens. This project is complementary to current proposals aimed at increasing the quantity of outdoor facilities in the Greater Birmingham area.

I can be reached by phone at 205.264.8445 or by e-mail at FTaylor@rpcgb.org if you have any questions or concerns in this process.

Sincerely,

Franchesca Taylor

Franchesca Taylor
Active Transportation Planner

CC: Mike Kaczorowski, Principal Transportation Planner, RPCGB



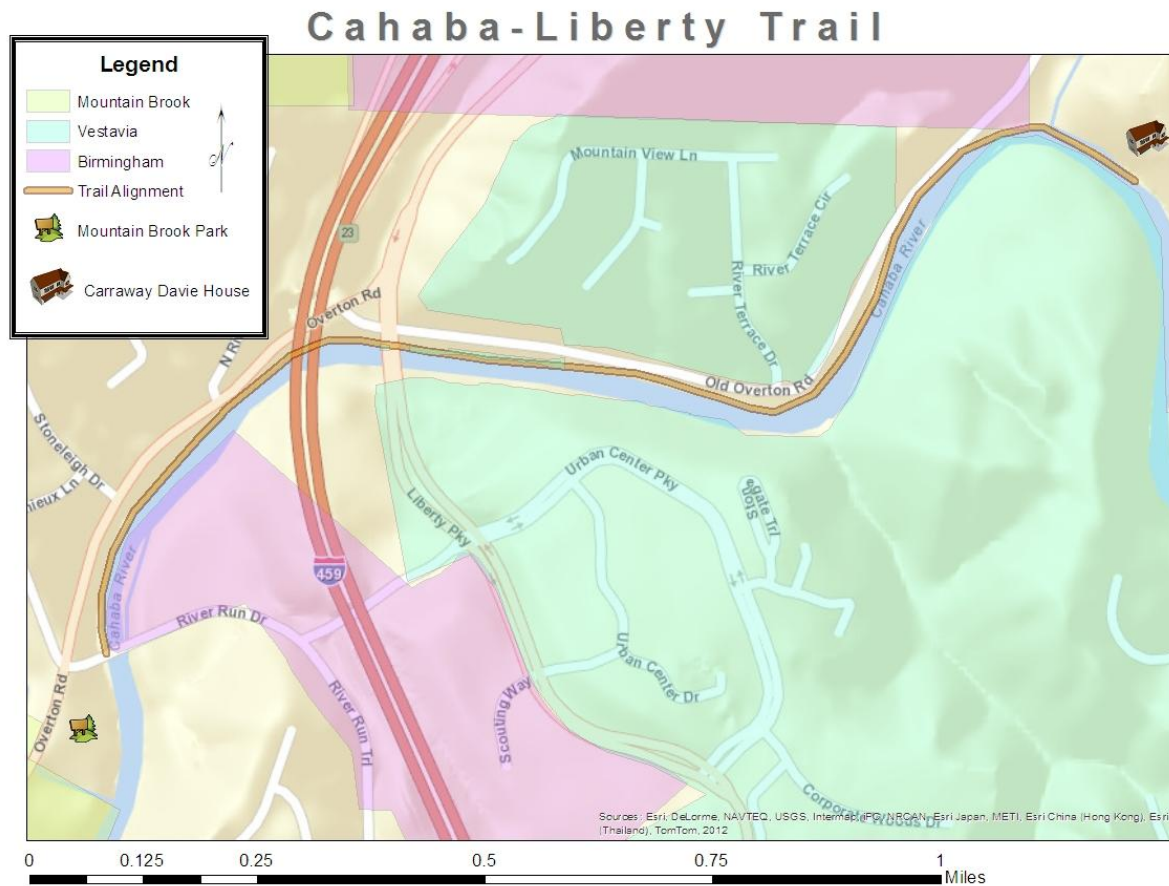
RPCGB

REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM

City of Vestavia Hills Cahaba-Liberty Trail -APPLE Project- Scope of Work

Project Summary

The City of Vestavia Hills has requested professional planning assistance in evaluating the expected impacts resulting from the construction of a 1.4 mile multimodal trail along the Cahaba River and Old Overton Road. The RPCGB, in response to this request, has enlisted the assistance of a qualified consulting firm from the Alabama Department of Transportation's prequalified consultant listing. The consultant will provide professional services in the support of the Advanced Planning, Programming, and Logical Engineering (APPLE) program and in assessing impacts to the City of Vestavia Hills transportation system. This project will review the potential for a trailway along the Cahaba River and Overton Road/Old Overton Road. The proposed trail would begin at River run Drive, connect with the proposed Mountain Brook Park, and end with a connection to trails on property owned by the Freshwater Land Trust near the Carraway-Davie House (see map below).



In addition to the roadways that are immediately adjacent to the Cahaba River site, RPCGB will also evaluate the impacts of a new pedestrian trail to local man-made features and environmentally sensitive areas. The City of Vestavia Hills also has requested that the RPCGB collect field data for the evaluation of bicycle and pedestrian levels of service (LOS). To support this effort, multimodal LOS assessments from the Regional Plan for three (3) roadway segments, both Existing and future No Build scenarios, will be used to aid in the evaluation of the bicycle and pedestrian levels of service.

The effort to address the request for assistance generally follows the scope of work described herein.

Scope of Work

Task 1. Project Administration and Stakeholder Management

Subtask 1.1. Project Management and Coordination

The RPCGB will develop a Project Owner's Manual. The Project Owner's Manual is a project management document that contains the scope of work, meeting agendas and minutes, a record of correspondence, and a chronicle of decisions that have been made throughout the life of the project. The purpose of the Project Owner's Manual is to keep community leaders, neighborhood leaders, city officials, and participating agencies informed of the planning process. The Project Owner's Manual is to also provide a legacy document that transcends changes in administration and is available to both the RPCGB and City of Vestavia Hills.

Subtask 1.2. Kickoff Meeting

The RPCGB will facilitate a project kickoff meeting with the City of Vestavia Hills and key stakeholders. Meeting stakeholders will include City of Vestavia Hills elected officials, Jefferson County Department of Development Services officials, Jefferson County Roads Department officials, key neighborhood and civic leaders, and business owners/operators. The purpose of the meeting will be to provide a project overview. The RPCGB will discuss project schedule, review base information needs, outline study reporting criteria, and articulate expectations for stakeholder involvement.

Subtask 1.3. Meetings, Conference Calls, and Webinars

The RPCGB will host up to four (4) in-person meetings in addition to the Kickoff Meeting with the Client and all key stakeholders.

The first meeting will be held after the existing conditions analysis is completed. The existing conditions analysis will present the findings of the traffic analysis and environmental scan. The second meeting will be held prior to finalizing study recommendations for the purpose of soliciting feedback from stakeholders. The third meeting, for the purpose of discussing next steps and educating the Client about implementation strategies, will be held prior to finalizing the study. The fourth meeting will present the entire study, to include existing conditions finding, improvement recommendations, next steps, and implementation recommendations.

Task 1 Deliverables

Product	Description.
Project Owner’s Manual	A legacy document that contains the scope of work, meeting agendas and minutes, a record of correspondence, and a chronicle of decisions that have been made throughout the life of the project
Meetings	<ul style="list-style-type: none"> • Kickoff Meeting • Four (4) formal stakeholder meetings

Task 2. Transportation System Analysis

Subtask 2.1. Data Collection and Field Review

The RPCGB, will conduct a preliminary field review to assess the constraints and opportunities for the project. Following this initial field review, RPCGB will conduct a field review with the City of Vestavia Hills and other Stakeholders to discuss the constraints, opportunities, and approach to the project. Stakeholders are expected to include representatives from the Freshwater Land Trust and others as deemed appropriate by the RPCGB and the City of Vestavia Hills. A project base map will be produced using GIS data and aerial photography; existing utilities in the area will be identified.

The RPCGB will conduct a field review in order to visually confirm roadway geometry, intersection configurations, driveway locations, trailhead locations, pavement widths, pavement markings, traffic control devices, signal locations, and signal phasing. The RPCGB will also look at land uses, system connectivity and continuity, gaps and/or barriers, and any obvious fatal environmental or other flaws.

Subtask 2.2. Review of Existing Documents

The RPCGB will review any existing plans and studies in order to become familiar with previous planning and engineering efforts. This will assist with identifying and recommending strategies and solutions that support, and/or advance, project concepts and action plans without prohibition. Available information will be collected on the Mountain Brook Park and Freshwater Land Trust trails planned near Carraway-Davie House, and a future trail planned by a doctor’s office located in Liberty Park Urban Center. Information of record from various agencies will be reviewed in order to identify man-made features and environmentally sensitive areas. These may include cemeteries, churches, schools, hospitals, parks, water and wastewater treatment facilities, public wells, public drinking water sources, ADEM registered hazardous materials sites, unusual sub-surface information available from previous explorations and geological maps, known historic structures, and archaeological sites from literature searches, known threatened and endangered species critical habitat, wetlands as depicted on the National Wetland Inventory (NWI) mapping, floodplain boundaries, and any other features readily available.

Subtask 2.3. Transportation Analysis

The RPCGB and its project team will collect morning (7AM-9AM) and evening (4PM-6PM) peak period turning movement counts at the intersection of Liberty Parkway and Overton Road. Visual observations will be conducted during the morning and evening peak traffic periods to assess general traffic operations of the all-way stop controlled intersection and document excessive traffic queues and other notable operational difficulties where applicable. Pneumatic tube count volume and vehicle classification data will be collected (four day counts: Thursday-Sunday) at Overton Road between River Run Drive and I-459 overpass, and on Old Overton Road between Overton Road and River Terrace Drive.

Additionally, tube count data will be collected (four day counts, Thursday through Sunday) for Old Overton Road between River Terrace Drive and the Carraway-Davie House driveway, to reflect traffic volumes generated in association with a typical special event held at Carraway-Davie House. Field Data to assess the bicycle and pedestrian levels of service will be collected. During the field review, observations and measurements of the canoe launch area and adjacent parking area will be made for incorporation into the project mapping. It will be determined if project termini and connections to other planned trails are logical termini and can be supported with the available data.

Task 2 Deliverables

Product	Description.
Existing Conditions Report	A Technical Memorandum that compiles data and documents, analytical results of existing and expected transportation system operational conditions, and operational/geometric deficiencies.

Task 3. Alternatives Analysis and Documentation

Subtask 3.1. Preliminary Purpose and Need

The RPCGB will develop and present a preliminary purpose and need statement that articulates the transportation problem, and the need for the transportation infrastructure improvement projects that have been identified through the APPLE process. The preliminary purpose and need statement will also articulate transportation goals and objectives of the community for both vehicular and non-motorized travel.

Subtask 3.2. Alternatives Development and Analysis

The RPCGB will develop, analyze, and present potential transportation system improvement alternatives. Field data will be collected for the evaluation of bicycle and pedestrian levels of service. During the field review, observations and measurements of the canoe launch area and adjacent parking area will be made for incorporation into the project mapping. Project termini and connections to other planned trails will be judged for feasibility through the use of available data. All alternatives will be presented using electronic mapping, as well as in tabular format. Trail implementation and alternative scenarios will be evaluated based upon the completed analysis of impacts and benefits, and be presented in an objective manner in order that stakeholders might make an informed decision about feasibility.

Subtask 3.3. Pre-NEPA Environmental Screening

The RPCGB, with guidance from the Alabama Department of Transportation Environmental Technical Section (ETS), will conduct a pre-NEPA environmental screening in order to identify the presence and location within the study area of any high-level environmental issues. Such environmental screening will include assessment of: wetlands, floodplains, streams/rivers, threatened and endangered species, cultural and historic resources, recreational resources, and socioeconomic impacts. Any environmental issues within and immediately adjacent to the study area will be mapped using a Geographic Information System (GIS), and presented on both a base-map and aerial photograph.

The Environmental Technical Section (ETS) will be consulted throughout this task, and based upon their guidance, comments, and/or recommendations, RPCGB will identify potential fatal flaws, environmental issues and impacts, and alignment and/or design considerations for potential transportation system improvement concepts.



Subtask 3.4. Prepare Advanced Planning Report

The RPCGB will prepare and submit a draft Advanced Planning Report. Generally, the Advanced Planning Report will present information in a logical manner and be organized as shown in the following:

- Cover Page
- Executive Summary
- Table of Contents
- Study Area Presentation
- Existing and Expected Conditions Analysis
- Purpose and Need Statement
The Purpose and Need Statement will clearly articulate the transportation problem, goals, and objectives.
- Inventory of Potential Environmental Issues, and Impacts
- Potential Transportation System Improvement Alternatives
- Summary of Fatal Flaws (for each alternative)
- Preliminary Design Concepts (for each alternative)
- Summary of Findings and Costs
The Summary of Findings and Costs will provide an objective presentation of data and cost estimates for each alternative design concept in order to inform stakeholders about feasibility.
- Next Steps
Next Steps will include general guidance about project advancement/implementation process, and a Responsibility Matrix that highlights who needs to do what in order to advance a project.

The RPCGB will address all comments, and perform a thorough quality review of the document, considering both technical and grammatical accuracy. A final Advanced Planning Report will be submitted to the RPCGB once all of the stakeholder comments and concerns are successfully addressed.

The RPCGB will provide the City of Vestavia Hills with a print-ready master document, an assembled document, and electronic copies of the document.

Task 3 Deliverables

Product	Description.
Alternatives Analysis	An assessment of potential transportation system modifications, considering: <ul style="list-style-type: none">• Potential Operational/Safety Benefits/Improvements• Potential Environmental Impacts• Potential Costs
Advanced Planning Report	A summary report that highlights the transportation problem, potential alternative solutions for addressing the problem, an objective evaluation of the alternatives, and presents an objective summary of findings.

Project Staffing & Cost

The RPCGB will assign Franchesca Taylor, Active Transportation Planner, as project manager, and assign an on-call third party consultant to assist with completing the Scope of Work.

Project Schedule

The City of Vestavia Hills Advance Planning Report is anticipated to be completed within six (6) months from the notice to proceed, and will not exceed nine (9) months. The scope of services is based on RPCGB understanding of the advanced planning report process and the desired product. Return of the signed original agreement and written authorization to proceed by the City of Vestavia Hills will constitute the start of the project.

Exclusions from Scope of Work

The following services are not included in RPCGB scope:

- Construction drawings
- Neighborhood or business association meetings beyond those identified in the project scope
- Detailed road or utility design
- Any other services not specifically listed in the project Scope of Work

Any Client directed changes to the final plan after the Client's approval of the draft revisions shall be reimbursed in accordance with RPCGB billing rates that are in effect at the time that the services are actually performed.

Compensation

The Scope of Work total costs for providing planning services and work products as described herein are \$49,284.41, assessed at 80% Federal and 20% Local Match. The Client agrees to pay RPCGB a lump sum fee of \$9,856.88, this amount constituting the local match required for the project. The City of Vestavia Hills will be required to provide the local match prior to RPCGB starting the project.

https://rpc.sharepoint.com/planning/_layouts/WordViewer.aspx?id=/planning/Shared%20Documents/Projects/County/Jefferson_County/Vestavia%20Hills/1099.nn_APPLE%20Project_Cahaba_Liberty_Trail/Cahaba_Liberty_Scope.docx

RESOLUTION NUMBER 4406

A RESOLUTION AUTHORIZING THE CITY MANAGER TO HIRE SIX NEW POLICE OFFICERS AND TO PROMOTE SIX EXISTING OFFICERS TO THE RANK OF SERGEANT TO FILL SIX DESK SERGEANT POSITIONS

WHEREAS, on January 28, 2013, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4393 to authorize the Mayor and City Manager to enter into an agreement for dispatch services from Shelby County and Shelby County 9-1-1; and

WHEREAS, due to the relocation of public communications, the Police Chief and City Manager have recognized duties that will need to be performed at the Municipal Center in the absence of said dispatchers which will require a total of six (6) desk sergeants; and

WHEREAS, the Police Chief has researched the issues and recommended that six (6) existing officers be promoted to the rank of sergeant to fill these six (6) desk sergeant positions and that six (6) new officers be hired to replace the promoted officers on the beat as detailed in “Exhibit A” which is attached to and incorporated into this Resolution Number 4406 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to retain and promote said officers.

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

1. The City Manager is hereby authorized to hire six (6) new police officers and equip said officers with required uniforms and equipment; and

2. The City Manager is hereby authorized to promote six (6) existing police officers to the rank of sergeant effective May 20, 2013 to fill the desk sergeant positions; and
3. This Resolution Number shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Police Desk Sergeant Proposal
May 1, 2013

	Assumptions						Beginning of	Merit																		
		5/31/2013	6/30/2013	7/31/2013	8/31/2013	9/30/2013	FY2013 Total	10/31/2013	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	8/31/2014	9/30/2014	FY2014 Total						
6 New hire	Grade 17/6	21,570	21,570	21,570	21,570	21,570	107,848	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	21,570	22,651	22,651	22,651	22,651	22,651	264,243
Bonus Pay	\$1200 Annual	600	600	600	600	600	3,000	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Tax	7.65%	1,696	1,696	1,696	1,696	1,696	8,480	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,779	1,779	1,779	1,779	1,779	20,765
Fringe	22.04%	4,887	4,887	4,887	4,887	4,887	24,435	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	4,887	5,125	5,125	5,125	5,125	5,125	59,836
New Hire Totals		28,753	28,753	28,753	28,753	28,753	143,763	28,753	28,753	28,753	28,753	28,753	28,753	28,753	28,753	28,753	28,753	28,753	28,753	30,155	30,155	30,155	30,155	30,155	352,045	
6 Promotions	17/10 TO 20/8	1,300	1,300	1,300	1,300	1,300	6,500	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	2,673	2,673	2,673	2,673	2,673	22,464
Tax	7.65%	99	99	99	99	99	497	99	99	99	99	99	99	99	99	99	99	99	99	99	204	204	204	204	204	1,718
Fringe	22.04%	287	287	287	287	287	1,433	287	287	287	287	287	287	287	287	287	287	287	287	287	589	589	589	589	589	4,952
Promotion Totals		1,686	1,686	1,686	1,686	1,686	8,430	1,686	1,686	1,686	1,686	1,686	1,686	1,686	1,686	1,686	1,686	1,686	1,686	3,466	3,466	3,466	3,466	3,466	29,134	
Increased Salary Expense							152,193																			381,178
Plus:																										
Uniforms							15,000																			
Walkie Talkie							7,200																			
Increased Overall Expense							174,393																			381,178
																										555,571

17 Month
Total

RESOLUTION NUMBER 4407

A RESOLUTION AUTHORIZING THE CITY MANAGER TO HIRE FIVE (5) SCHOOL RESOURCE OFFICERS (“SRO’S”) FOR ADDED SECURITY IN THE VESTAVIA HILLS SCHOOL SYSTEM AND PROVIDING FOR THE DIVISION OF FUNDING FOR SAID OFFICERS

WHEREAS, the leadership of the City of Vestavia Hills (“City”) and the Vestavia Hills Board of Education (“Board”) has partnered to provide additional security in the City’s schools; and

WHEREAS, the City and the Board believe that additional School Resource Officers (“SRO’s”) within each of the City’s schools would provide for the best methodology of enhanced security; and

WHEREAS, the City presently employs a total of four (4) SRO’s with the City paying the salary of one (1) SRO and the Board of Education paying the salary of three (3) SRO’s; and

WHEREAS, the Board leadership, along with the City Council and City staff, has had numerous discussions and reviewed various proposals and has reached a consensus for the following recommendations in order to enhance security at each of the City’s schools:

- A. Effective FY 2013, the City will initiate actions to employ five (5) new additional SRO’s with the salaries for said SRO’s for fiscal year 2013 which shall be divided as follows: the City shall be responsible for the salaries of two (2) of the additional SRO’s and the Board shall incur the salaries for three (3) of the additional SRO’s; and
- B. Effective the beginning of FY 2015 and every year thereafter until changed by the City, the Board will incur the salaries of four (4) of these additional SRO’s and the City shall incur the salary of one (1) of the additional SRO’s; and
- C. The City will provide each SRO with a police vehicle; and
- D. The Board will incur all one-time costs associated with uniforms, training and required equipment for said additional SRO’s; and

- E. Said Resolution Number 4407 shall become effective immediately upon the adoption and approval by the Vestavia Hills City Council as well as a matching Resolution approved and adopted by the Vestavia Hills Board of Education.

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

1. The City Manager is hereby authorized to employ five (5) new SRO's contingent on the following conditions:
 - a. Effective FY 2013, the City will initiate actions to employ five (5) new additional SRO's with the salaries for said SRO's for fiscal year 2013 which shall be divided as follows: the City shall be responsible for the salaries of two (2) of the additional SRO's and the Board shall incur the salaries for three (3) of the additional SRO's; and
 - b. Effective the beginning of FY 2015 and every year thereafter until changed by the City, the Board will incur the salaries of four (4) of these additional SRO's and the City shall incur the salary of one (1) of the additional SRO's; and
 - c. The City will provide each SRO with a police vehicle; and
 - d. The Board will incur all one-time costs associated with uniforms, training and required equipment for said additional SRO's; and
 - e. Said Resolution Number 4407 shall become effective immediately upon the adoption and approval by the Vestavia Hills City Council as well as a matching Resolution approved and adopted by the Vestavia Hills Board of Education.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2434

**AN ORDINANCE TO TRANSFER THE MAYOR'S
ADMINISTRATIVE DUTIES AUTHORIZED IN CITY
ORDINANCES TO THE CITY MANAGER**

WHEREAS, on November 5, 2012, the City of Vestavia Hills began operating under a Council-Manager form of Government pursuant to Act 2010-544; and

WHEREAS, certain powers and responsibilities were transferred from the Mayor to the City Manager pursuant to Alabama law; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to also transfer all administrative duties which are assigned to the Mayor in the previously adopted ordinances of the City should be transferred to the City Manager.

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

1. The City Manager is hereby authorized to perform all administrative duties assigned to the Mayor in all City Ordinances; and
2. This Ordinance number 2434 shall become effective immediately upon adoption and posting and/or publication as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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 #2434 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 25th day of February, 2013 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 _____, 2013.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4408

**A RESOLUTION ACCEPTING A BID FOR 25 COMPUTERS FOR
THE CITY OF VESTAVIA HILLS**

WHEREAS, the City of Vestavia Hills received and opened bids for 25 computers with a three-year lease/purchase agreement for the City of Vestavia Hills on January 31, 2013; and

WHEREAS, five bids were received; and

WHEREAS, the IT Director, in a memorandum dated February 18, 2013, recommended the acceptance of Dasher Technologies in an amount not to exceed \$38,583.00; and

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

1. The bid package submitted by Dasher Technologies in an amount not to exceed \$38,583.00 is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute any and all documents necessary to secure lease/purchase of said equipment; and
3. This Resolution Number 4408 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED AND APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS INFORMATION SYSTEMS DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0215**

**DARRIN ESTES
NETWORK SYSTEMS ADMINISTRATOR**

MEMORANDUM

TO: Randy Robertson, City Manager
FROM: Darrin Estes
DATE: February 18, 2013
RE: Computer Equipment (Life Cycle)

Five bids were received for the 25 life cycle PC's. GovConnection, Inc. bid \$35,683.20 but did not meet all of the hardware specifications. Dasher Technologies submitted two bids; the first bid of \$37,604.00 did not meet all of the hardware specifications. Dasher Technologies second bid for \$38,583.00 meets all specifications. TSA Inc. bid \$38,600.00 and meets all specifications. CDW Government LLC bid \$44,094.40 and meets all specifications. Dasher Technologies bid of \$38,583.00 is less than what was budgeted for this lease in account 49-5630 -000-100.

I recommend that the bid from Dasher Technologies \$38,583.00 be accepted.

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

February 19, 2013

By Hand Delivery

City Manager Randy Robertson
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Lease/Sale Contract By and Between Hewlett-Packard Financial Services Company ("Lessor") and the City of Vestavia Hills, Alabama ("Lessee") for Twenty-five Computers

Dear Mr. Robertson:

On February 18, 2013, Darrin Estes, Network Systems Administrator for the City of Vestavia Hills, Alabama, sent to me via electronic mail a proposed Lease/Sale Contract by and between Hewlett-Packard Financial Services Company ("Lessor") and the City of Vestavia Hills Alabama ("Lessee") for twenty-five (25) computers over a 36-month term with lease payments in the amount of \$1,146.18 per month. Mr. Estes requested that I review the proposed Lease/Sale Contract and furnish him with my written legal opinion. The purpose of this letter is to comply with his request.

FACTS

The City of Vestavia Hills, Alabama ("City") invited competitive bids for the lease/sale of twenty-five (25) computers over a term of thirty-six (36) months. The five bids received by the City were as follows:

<u>Company</u>	<u>Amount of Bid</u>
P.C. Gov Connection, Inc.	\$35,683.20
Dasher Technologies	\$37,604.00
Dasher Technologies	\$38,583.00
TSA, Inc.	\$38,600.00
SDW Government, LLC	\$44,094.40.

It was found and determined that the bid submitted by Dasher Technologies in the amount of \$38,583.00 was the lowest and best bid that met all of the bid specifications.

LEGAL ISSUE

Does the Lease/Sale Contract meet the requirements of Alabama law?

LEGAL OPINION

It is my legal opinion that the Lease/Sale Contract by and between Hewlett-Packard Financial Services Company, as Lessor, and the City of Vestavia Hills, Alabama, as Lessee, meets the requirements of Alabama law.

WARRANTIES BY CITY

The Lease/Sale Contract requires that the City make certain warranties to the Lessor. Some of those warranties are highlighted below in bold print with the legal authority set forth thereafter.

Section 2(g). You (City) are a political subdivision or agency or department of a state: The City of Vestavia Hills, Alabama is a municipal corporation incorporated under the *Constitution* and laws of the State of Alabama. The city was incorporated as a municipality on November 8, 1950 pursuant to the authority of Chapter 2, Article 1, Title 37 of the 1940 *Code of Alabama* by virtue of Order of Incorporation rendered on November 8, 1950 by Jefferson County Probate Judge Tom Garner in Jefferson County Probate Court case number 25507. The Order of Incorporation is filed for record in the office of the Judge of Probate of Jefferson County, Alabama in Probate Minute Book 49 on page 183.

Municipal corporations are political subdivisions of the state, created as convenient agencies for exercising such governmental powers of state as may be entrusted to them. *City of Birmingham v. Norton*, 255 Ala. 262.

Section 2(d). The interest portion of the lease payments shall be excluded from gross income for federal income tax purposes: Section 103 of the *Internal Revenue Code* (26 USC §103(a) and (c)), read as follows:

“§103. Interest on State and Local Bonds

(a) **Exclusion.**—Except as provided in subsection (b), gross income does not include interest on any State or local bond.

(c) **Definitions.**—For purposes of this section and part IV—

(1) **State or local bond.**—The term “State or local bond” means an obligation of a State or political subdivision thereof.”

Section 2(i). You (City) have complied with all bidding requirements: The Alabama Competitive Bid Law applicable to municipalities is set forth at Title 41-16-50 (a), *Code of Alabama, 1975*, provides in pertinent parts as follows:

“(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, by or on behalf of any...governing bodies of the municipalities of the state...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.”

The City invited competitive bids as required by the above statute.

Section 2(j). This lease is a legal, valid and binding obligation enforceable with its terms. Municipalities in Alabama, by virtue of Title 11-40-1, *Code of Alabama*, may sue and be sued.

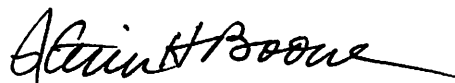
Section 2(h). The entering into and performance of this lease are authorized under the laws and constitution of your state. Municipalities in Alabama, by virtue of Title 11-40-1, *Code of Alabama, 1975*, may contract and be contracted with. The Supreme Court of Alabama has held that the City Council is authorized to enter into contracts for the City (*City of Prichard v. Moulton*, 277 Ala. 231 (1964)). The City Council must approve the contract (*Town of Boligee v. Greene County Water and Sewer Authority*, 77 So.3rd 1166 (2011)) by ordinance or resolution (*Van Antwerp, et al v. Board of Commissioners of the City of Mobile, et al*, 115 So. 239 (1928)). The contract must be in writing (Title 11-47-5, *Code of Alabama, 1975*) and signed by the Mayor (Title 11-43-83, *Code of Alabama, 1975*) and the City Manager (Title 11-43-21(7) and Title 11-43-A-48, *Code of Alabama, 1975*).

CONCLUSION

The Lease/Sale Contract meets the requirements of Alabama law. Furthermore, the interest to be paid by the City over the 36-month term does not constitute income for the Lessor.

Please call me if you have any questions regarding any of the matters set forth in this letter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand)
Finance Director Melvin Turner (by hand)
Network Systems Administrator Darrin Estes (by hand)



Dasher Technologies Corporate Offices
 554 37th Street North
 Birmingham, AL 35222
 Ph: (800) 638-4833
 Fax: (205) 591-1108
 Matt Davis
matt.davis@dasher.com

Dasher Technologies
 Moving IT Forward™

To: **Darin Estes**
 Vestavia Hills, City Of
 205-978-0215
destes@ci.vestaviahills.al.us

Quote #: 505635-001
 Quote Prepared: 1/30/2013
 Quote Valid Through: 4/30/2013

Computer Equipment

Line	QTY	Description	Unit Sell	Ext Sell
100	1		\$38,583.00	\$38,583.00
110	25	HP Compaq Elite 8300 - CMT - 1 x Core i7 3770 / 3.4 GHz - RAM 4 GB - HDD 1 x 1 TB - DVD SuperMulti - Radeon HD 6350 - Gigabit LAN - Windows 7 Professional 64-bit - vPro - Monitor : none. - Smart Buy	\$868.50	\$21,712.50
120	25	HP Compaq LA2405x - LED monitor - 24	\$242.60	\$6,065.00
130	25	APC BACK-UPS 650 EXTERNAL 650-VA 390-WATT 120-VOLT 8-OUTLET/120 -VOLT BATTERY BACK-UP BLACK 3YR	\$66.58	\$1,664.50
140	25	Microsoft Office 2013 Professional Plus - License - 1 PC -Volume, Local Government - MOLP: Open License for Government - PC - English	\$365.64	\$9,141.00

SubTotal	\$38,583.00
Tax	TBD
Freight	\$0.00
GrandTotal	\$38,583.00



HP Financial Services

Financial Services Proposal

Prepared for: City of Vestavia Hills

With technology changing everyday, leasing provides you with the flexibility you need to meet your ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines. The following payment alternatives are available from HP Financial Services.

Tax Exempt Installment Sale (\$1 Buyout)

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Product cost	\$ 38,583.00
Purchase Option	TEIS
Lease Term	36 months
Payment:	\$ 1,146.18 – monthly payments

Pricing is valid only if product is delivered and accepted by February 28, 2013.

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

Jesse Lujan
Financial Area Manager
505-349-2938 Phone
866-229-1636 Fax
Jesse.lujan@hp.com

Confidentiality: This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

Basis of Proposal: This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.



hp financial services

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, Hewlett-Packard Financial Services Company. Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

CUSTOMER INFORMATION	Lessee Name	Tax ID #	
	Billing Street Address/City/County/State/Zip	Phone No.	Lease #
	Equipment Location Street Address/City/County/State/Zip	Phone No.	Schedule #

SUPPLIER INFORMATION	Supplier Name ("Supplier")	Phone No.	Fax No.
	Street Address/City/State/Zip	Contact Name.	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Price Each/Extension
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TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Check one)	Plus Applicable Taxes and Insurance
		\$	N/A	<input type="checkbox"/> Advance <input type="checkbox"/> Arrears	
	Additional Provisions Subject to Tech Refresh Amendment to this lease schedule hereto and incorporated herein		Total Cash Price	Payment Frequency (Check one)	
		\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annually <input type="checkbox"/> Other		
			Annual Rate of Interest	Latest Commencement Date	
			%		

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease") The term of this Lease is set forth above This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. **TERMS AND CONDITIONS.** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING.** In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us Neither you nor we rely on any other statement, representation or assurance of cure **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties

2. **YOUR WARRANTIES TO US.** You expressly represent and warrant to us, and we rely on each of the following statements. (a) you have read and understood this Lease. (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL**

MEET YOUR NEEDS; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes. (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease. g) you are a political subdivision or agency or department of a State. (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party. (i) you have complied with all bidding requirements and, where necessary, have

properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (n) you do not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (o) you are not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

3 YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. YOU HEREBY AUTHORIZE US TO REDUCE THE LEASE PAYMENTS BY UP TO TWENTY PERCENT (20%) IN THE EVENT THAT THE ACTUAL TOTAL COST OF THE EQUIPMENT AT THE TIME OF CLOSING IS LESS THAN THE ESTIMATE.** Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** Without our prior written consent, any

payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing

5 FUNDING INTENT You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys

6 NONAPPROPRIATIONS OF FUNDS If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available

7 TAXES, ASSESSMENTS AND FEES You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees

8 NOTICE All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid

9 SUCCESSORS AND ASSIGNMENTS YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITH NOTICE TO YOU BUT WITHOUT YOUR CONSENT.** You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease. You agree to acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with §149 of the Code, and the regulations promulgated thereunder.

(whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment

10. **OWNERSHIP AND TITLE.** You will have title to the Equipment upon your acceptance of it, provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11. **OPERATION AND TERMINATION.** You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. **RISK OF LOSS AND INSURANCE.** During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the unpaid balance of this Lease plus the then-current fair market value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. **INDEMNITY.** You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition

14. **TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION.** When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 4% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15. **COLLECTION CHARGES AND ATTORNEY'S FEES.** If any part of any sum is not paid when due, you agree to pay us (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$ 10 per dollar of each delayed sum or \$15, plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. **DEFAULT.** You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due, (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization, (c) you breach any warranties or other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach, (d) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment, or (e) your filing of a voluntary petition in bankruptcy, your adjudication as a bankrupt, the filing of any proceeding against you of a petition under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the failure to dismiss the proceeding within 60 days after filing.

17. **REMEDIES.** Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit, (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period, (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred, and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. **SEVERABILITY.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. **RELEASES.** To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease, (b) revoke acceptance of or reject the Equipment, (c) claim a security interest in the Equipment, (d) accept partial delivery of the Equipment, (e) sell or dispose of the Equipment upon rejection or revocation, (f) seek "cover" in substitution for this Lease from us.

20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which you are located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later

time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

X _____
Authorized Signature

Print Name & Title Date

X _____
Authorized Signature

Print Name & Title Date

CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of _____ (the "Customer"), a political subdivision or agency or department of the State of _____ and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 2002.

SEAL

Certifier's Signature [To be executed by person other than individual executing above lease.]

Print Name

Print Title



hp financial services

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, Hewlett-Packard Financial Services Company. Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

CUSTOMER INFORMATION	Lessee Name <u>City of Vestavia Hills</u>	Tax ID #	
	Billing Street Address/City/County/State/Zip <u>513 Montgomery Highway</u>	Phone No <u>205-978-0100</u>	Lease # TBD
	Equipment Location Street Address/City/County/State/Zip <u>513 Montgomery Highway</u>	Phone No <u>205-978-0100</u>	Schedule # TBD
SUPPLIER INFORMATION	Supplier Name ("Supplier") <u>Dasher Technologies</u>	Phone No <u>205-591-1717</u>	Fax No <u>205-591-1108</u>
	Street Address/City/State/Zip <u>554 37th Street North, Birmingham, AL 35222</u>		Contact Name <u>Man Davis</u>

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EQUIPMENT DESCRIPTION	Quantity	Make/Model	Price Each/Extension
	25	Computer equipment	1543.32

TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Check one)	Plus Applicable Taxes and Insurance
	36	\$ 1146.18	N/A	<input type="checkbox"/> Advance <input type="checkbox"/> Arrears TBD	
Additional Provisions Subject to Tech Refresh Amendment to this lease schedule hereto and incorporated herein			Total Cash Price \$1262.48	Payment Frequency (Check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annually <input type="checkbox"/> Other	None
			Annual Rate of Interest %	Latest Commencement Date	

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1 **TERMS AND CONDITIONS** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT between you and us in connection with the Equipment and MERGES ANY OTHER UNDERSTANDING. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED except by a written agreement signed by both parties.

MEET YOUR NEEDS; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes; (e) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have

2 **YOUR WARRANTIES TO US** You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease, (b) YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL

properly presented this Lease for approval and adoption as a valid obligation on your part, (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms, (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period, (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes, (m) you do not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments, (n) you do not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments, and (o) you are not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

3 YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

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satisfaction for any greater sum due or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

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6 NONAPPROPRIATIONS OF FUNDS If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7 TAXES, ASSESSMENTS AND FEES You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments or fees for which you are liable, and any collection charges attributable thereto including reasonable attorney fees.

8 NOTICE All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9 SUCCESSORS AND ASSIGNMENTS YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITH NOTICE TO YOU BUT WITHOUT YOUR CONSENT. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease. You agree to acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with §149 of the Code, and the regulations promulgated thereunder.

10 OWNERSHIP AND TITLE. You will have title to the Equipment upon your acceptance of it, provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11 OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12 RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the unpaid balance of this Lease plus the then-current fair market value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13 INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14 TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION

When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS WHERE IS," without any warranty, express or implied, from us. Within 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 4% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15 COLLECTION CHARGES AND ATTORNEYS FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$ 10 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16 DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment or attempt to do so without our written authorization; (c) you breach any warranties or other obligations under this Lease or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment, or (e) your filing of a voluntary petition in bankruptcy, your adjudication as a bankrupt, the filing of any proceeding against you of a petition under the bankruptcy or similar laws of the United States or the state where the Equipment is located and the failure to dismiss the proceeding within 60 days after filing.

17 REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18 SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19 RELEASES. To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20 MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover.



SLED LEASE APPLICATION

LESSEE INFORMATION

Full Legal Name				Tax Identification Number	
Billing Street Address				Years in Business	
City		County		State	Zip Code
Equipment Location (If different from above):		City	County	State	Zip Code
Contact	Contact Title	Phone Number	Fax Number	E-mail Address	
Entity Type					
<input type="checkbox"/> Municipal <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> 501(c) 3 <input type="checkbox"/> Other (specify)					
Moody's Rating:			Fiscal Year End:		

RESELLER INFORMATION

Reseller Name		Hewlett-Packard Reseller Identification Number			
Billing Street Address					
City		County		State	Zip Code
Contact Person			E-mail Address		
Phone Number	Fax Number		HP Financial Services FAM		

LEASE INFORMATION

Lease Plan:					
<input type="checkbox"/> Fair Market Value <input type="checkbox"/> Tax-exempt Lease Purchase <input type="checkbox"/> Tech Refresh <input type="checkbox"/> Other (specify)					
Term (mos.):	Payment Frequency:			Payment Timing:	
	<input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A			<input type="checkbox"/> Advance <input type="checkbox"/> Arrears	
Rate	Payment Factor:		% of Soft Cost:		

NOTE: AN ESSENTIAL USE QUESTIONNAIRE MUST BE COMPLETED BY ALL GOVERNMENT AND EDUCATION CUSTOMERS AS PART OF THE LEASE APPLICATION PROCESS.

PHONE

505-349-2938

FAX

866-229-1636



SLED ESSENTIAL USE QUESTIONNAIRE

CUSTOMER INFORMATION – ALL * INFORMATION REQUIRED

* Full Legal Name	* User(s) entity or department:
* User(s) essential functions(s)	* Are you sales tax exempt? <input type="checkbox"/> Y <input type="checkbox"/> N

EQUIPMENT & USAGE INFORMATION

* State reason for equipment acquisition including how the equipment will be used to support your essential function(s).	* Check one <input type="checkbox"/> New Acquisition <input type="checkbox"/> Replacing Existing Equipment
* State if any private or 501(c) 3 usage expected.	* Describe any future plans for consolidation, facilities closures, moves or potential dissolution of lessee or user(s).

FINANCIAL IMPACT/INFORMATION

Detail cost impacts, i.e. cost savings or additional expense (attach spreadsheets if necessary).

Provide name and phone number and title of contact person for finance related questions.	Identify specific funding source(s) for repayment of lease.
Indicate the two most recent years for which audited financial statements are available. Please attach those statements to this questionnaire or direct website. Also provide the latest budget for the current and subsequent fiscal year or direct website.	Indicate if subsequent interim statements are available. Attach those statements to this questionnaire.

*Detail any past occurrences of non- appropriation, default, or non-renewal.

*For any past default, please provide nature of transaction, date and specifics regarding default:

*Provide any information respecting pending or proposed budget reductions, non-availability of funding/non-appropriation, default, non-renewal, internal restructuring, debt rating changes or Insolvency proceedings

* Are the new products replacing existing assets or services? Yes No If "yes", what is being used currently, how long have they been used, and what will you do with the current asset or service when they are replaced?

* Itemize recent or proposed bond offerings and any significant new debt.

Note any special requirement for repayment to HP Financial Services including lead times and any special routing or process requirements.

TECHNOLOGY PLAN

* Indicate if there is a technology plan. Yes No Is this equipment considered a part of the overall implementation? If yes, please provide a copy of the plan.

APPROVAL REQUIREMENTS

* Indicate approval process required for this acquisition .	* Have these requirements been met?
<input type="checkbox"/> Bid <input type="checkbox"/> Voter Referendum <input type="checkbox"/> Board Approval <input type="checkbox"/> Other (specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Comments	

NOTE: "THE DISTRICT/LESSEE HAS READ AND ACKNOWLEDGES THE NONAPPROPRIATION DOCUMENT. YES ___ NO ___

ESSENTIAL USE QUESTIONNAIRE MUST BE COMPLETED BY ALL GOVERNMENT AND EDUCATION CUSTOMERS AS PART OF THE LEASE APPLICATION PROCESS.

RESOLUTION NUMBER 4410

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BARRY DAVIS ARCHITECTS, P.C. FOR ARCHITECTURAL SERVICES FOR A PROPOSED CITY GARAGE/MAINTENANCE FACILITY AT WALD PARK

WHEREAS, on January 31, 2013, the Mayor and City Council approved Ordinance Number 2432 to authorize the City Manager to negotiate a contract with Barry Davis Architects, P.C. for architectural services for Wald Park; and

WHEREAS, a copy of said agreement is attached to this Resolution Number 4410 in an amount not to exceed \$18,350.00; and

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

1. The Mayor and City Manager are hereby authorized to execute an agreement with Barry Davis Architects, P.C. for architectural services for a proposed garage/maintenance facility at Wald Park in an amount not to exceed \$18,350.00; and
2. A copy of said agreement is attached to and incorporated into this Resolution Number 4410 as though written fully therein; and
3. This Resolution Number 4410 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of December in the year Two Thousand Twelve

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0100

and the Architect:
(Name, legal status, address and other information)

Barry Davis Architects, P.C.
100 Chase Park South, Suite 112
Birmingham, Alabama 35244
205-444-1112

for the following Project:
(Name, location and detailed description)

An approximately 8,000-square-foot new maintenance facility located at 1201 Underwood Drive in Vestavia Hills, to include ten open service/storage bays; workshop; conditioned storage; unconditioned storage; specialty storage; dormitory facilities to accommodate ten workers for emergency operations; offices; a break room with a kitchen; showers and toilets; lockers and dressing space; and parking for workers and visitors. The Work will include additional vehicular access from Vestavia Place to the north. The Work will include modifications to Old Montgomery Highway to better accommodate vehicular access and circulation. The Work will include demolition of all of the existing building(s) at the site.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
- 9 TERMINATION OR SUSPENSION**
- 10 MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The Owner's budget for the Cost of Work shall be \$1,320,000. The Owner's primary point of contact shall be Christopher Brady, City Engineer. The General Contractor shall be selected by competitive bid.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

September 15, 2013

- .2 Substantial Completion date:

January 15, 2014

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1

(Paragraphs deleted)

Professional Liability

\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. The Architect's Basic Services also include representation at rezoning meetings, planning commission, and City of Vestavia Hills Design Review meeting. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, and sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

(Paragraph deleted)

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

~~§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES~~

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

~~§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES~~

~~§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the~~

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Further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work:

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

~~§ 3.6 BIDDING OR NEGOTIATION PHASE SERVICES~~

~~§ 3.6.1 GENERAL~~

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

~~§ 3.6.2 COMPETITIVE BIDDING~~

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.6.2.2 The Architect shall assist the Owner in bidding the Project by

- 1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- 2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- 3 organizing and conducting a pre-bid conference for prospective bidders;
- 4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- 5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.6.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§ 3.6.3 NEGOTIATED PROPOSALS~~

§ 3.6.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.6.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors; and
- 3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.6.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment:

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201 2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	

§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;

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- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~.1 Zero (0) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~.2 Zero (0) visits to the site by the Architect over the duration of the Project during construction~~
- ~~.3 Zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 Zero (0) inspections for any portion of the Work to determine final completion~~

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including ~~a written program which shall set forth the~~ Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.~~

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

~~§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

~~§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 authorize rebidding or renegotiating of the Project within a reasonable time;~~

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- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

~~§ 6.7 If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by ten percent (10%) or more and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Fixed Fee of Eighteen Thousand Three Hundred Fifty Dollars (\$18,350).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services listed in 4.1 as the Responsibility of the Architect shall be treated as Basic Services, the fee for which is included in the Fixed Fee described in 11.1 above.

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The following hourly rates:

Principal:	\$150
Project Architect:	\$100
Project Manager:	\$100
Administrative:	\$80
Drafting Technician:	\$40

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	One Hundred	percent (	100	%)
Design-Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	\$150
Project Architect	\$100
Project Manager	\$100
Administrative	\$80
Drafting Technician	\$40

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

Init.

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 11.10 PAYMENTS TO THE ARCHITECT

~~§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

7% (seven percent)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect's fixed fee includes an allowance of Eight Thousand Four Hundred Dollars (\$8,400) for a site survey, including topographic survey.

§ 12.2 The Architect's fixed fee includes an allowance of One Thousand Five Hundred Dollars (\$1,500) for geotechnical exploration and reporting.

§ 12.3 In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay cost of collection including reasonable attorney's fees.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)

"EXHIBIT A" Proposal for Architectural Services

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Alberto C. "Butch" Zaragoza, Mayor

(Printed name and title)

(Signature)

Randy Robertson, City Manager

(Printed name and title)

ARCHITECT



(Signature)

Barry Davis, President

(Printed name and title)

RESOLUTION NUMBER 4411

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR JEFFERSON COUNTY PROJECT NUMBER NH-HSIP-0003(574) IMPROVEMENTS ALONG SR-3 (US-31) FROM SHADES CREST ROAD TO HOLLYWOOD BOULEVARD

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements on SR-3 (US-31), within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: NH-HSIP-0003(574) – Planing, Widening, Resurfacing, Loop Detectors, Permanent Traffic Stripe and Guardrail End Anchors along SR-3 (US-31) from Shades Crest Road to Hollywood Boulevard; and

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the Office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans; and

The City, by and through its Mayor and Council, hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersection streets for

as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted; and

The City hereby further agrees to adopt or pass such legally effective Ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

Please refer to: Project Notes	Sheet 2I-2P
Please Refer to: Traffic Signal Plan Notes	Sheet 2Q-2S
Please refer to: Traffic Control Notes	Sheets 2T-2Y
Please refer to: Traffic Control Plans	Sheets 6-16

BE IT FURTHER RESOLVED by the Mayor and City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation for the benefit of the Federal Highway Administration, that on the above mentioned project, the City will not in the further permit encroachments upon the right-of-way; nor will it pass any Ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, *Code of Alabama, 1975*, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration of the location, form and character of such installations. The traffic control devices and signs installed during construction and those installed after completion of this project shall be in accordance with the latest edition of the national *Manual on Uniform Traffic Control Devices* and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the Highway under the authority of Title 32, Chapter 5, *Code of Alabama*,

1975 and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to the installation and the City further agrees that it will enforce traffic and control the same under the provision of Title 32, Chapter 5, *Code of Alabama*, 1975 and other applicable laws of Alabama.

BE IT FURTHER RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City; and
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same; and
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line; and
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whatever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

This Resolution passed, adopted and approved this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

February 19, 2013

To: Mr. Randy Robertson, City Manager
CC: Rebecca Leavings, Brian Davis
From: Christopher Brady
RE: ALDOT Agreement for Project No. NH-HSIP-0003(574)
Resurfacing US 31 from Shades Crest to Hollywood Blvd (Homewood)

Mr. Robertson,

I have reviewed the ALDOT form agreement and the preliminary plans for the subject project. This is for work just north of the Shades Crest Road intersection to Hollywood Boulevard in Homewood. The work consists primarily with repaving of the highway. Only a small portion of this project, from Shades Crest Road to near the Brookwood Dental driveway, is within Vestavia Hills jurisdiction. The construction timeframe has not yet been determined, but anticipate it could potentially be late summer 2013.

Please let me know if any questions.

-Christopher



SEARCHED
SERIALIZED
INDEXED
FILED



ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION

OFFICE OF DIVISION ENGINEER

1020 BANKHEAD HWY. WEST

P.O. Box 2745

BIRMINGHAM, ALABAMA 35202-2745

Telephone: (205) 328-5820

FAX: (205) 254-3199



Robert Bentley
Governor

John R. Cooper
Transportation Director

January 30, 2013

The Honorable Alberto C. Zaragoza, Jr.
Mayor, City of Vestavia Hills
City Hall
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Attn: Mr. Randy Robertson

*FW
2 Feb 13*

RE: Jefferson County
Project Number: NH-HSIP-0003(574)
Planing, Widening, Resurfacing, Loop
Detectors, Permanent Traffic Stripe and
Guardrail End Anchors along SR-3 (US-31)
from Shades Crest Road to Hollywood
Boulevard

Dear Mayor Zaragoza:

Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Vestavia Hills, for consideration and approval. It is important to emboss the official City of Vestavia Hills Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

Brian C. Davis

Brian C. Davis
Division Engineer

BCD/LAT/SFPB

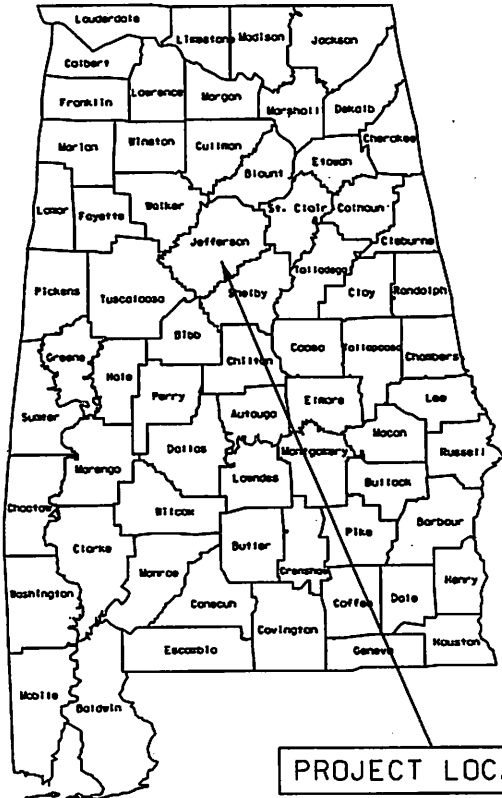
Attachment

C: Mrs. Sandra F. P. Bonner
File w/att.

STATE	REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	LAST SHEET NO
AL	NH-HSIP-0003(574)	2013	1	16

ALABAMA DEPARTMENT OF TRANSPORTATION
 THIRD DIVISION
 JEFFERSON COUNTY
 PROJECT NO NH-HSIP-0003(574)

PLANING, WIDENING, RESURFACING, LOOP DETECTORS,
 PERMANENT TRAFFIC STRIPE AND GUARDRAIL END ANCHORS
 ALONG SR-3 (US 31) FROM SHADES CREST RD TO HOLLYWOOD BLVD
 (MP 269.532 TO MP 271.757)



ALABAMA DEPARTMENT OF TRANSPORTATION
SUBMITTED FOR APPROVAL
DIVISION ENGINEER
CHIEF ENGINEER
APPROVED
TRANSPORTATION DIRECTOR

NOTE : THESE PLANS HAVE BEEN PREPARED TO
 CONFORM WITH ALABAMA DEPARTMENT
 OF TRANSPORTATION STANDARD
 SPECIFICATIONS FOR HIGHWAY
 CONSTRUCTION DATED 2012.

EQUATIONS: N/A
 EXCEPTIONS: N/A
 IN-PLACE BRIDGES:

BIN	MP	MP	LIN FT	
002647	270.542	270.602	316.80	☒
002648	270.672	270.697	132.00	☒
TOTAL :			448.80	LIN FT

☒ REMOVE & REPLACE STRIPE ON BRIDGE

TOTAL STATIONING	11748.00 LIN FT
EQUATIONS AND EXCEPTIONS	0.00 LIN FT
NET LENGTH OF PROJECT	11748.00 LIN FT OR 2.225 MI
NET LENGTH OF BRIDGES	448.80 LIN FT OR 0.085 MI
NET LENGTH OF ROADWAYS	11299.20 LIN FT OR 2.140 MI

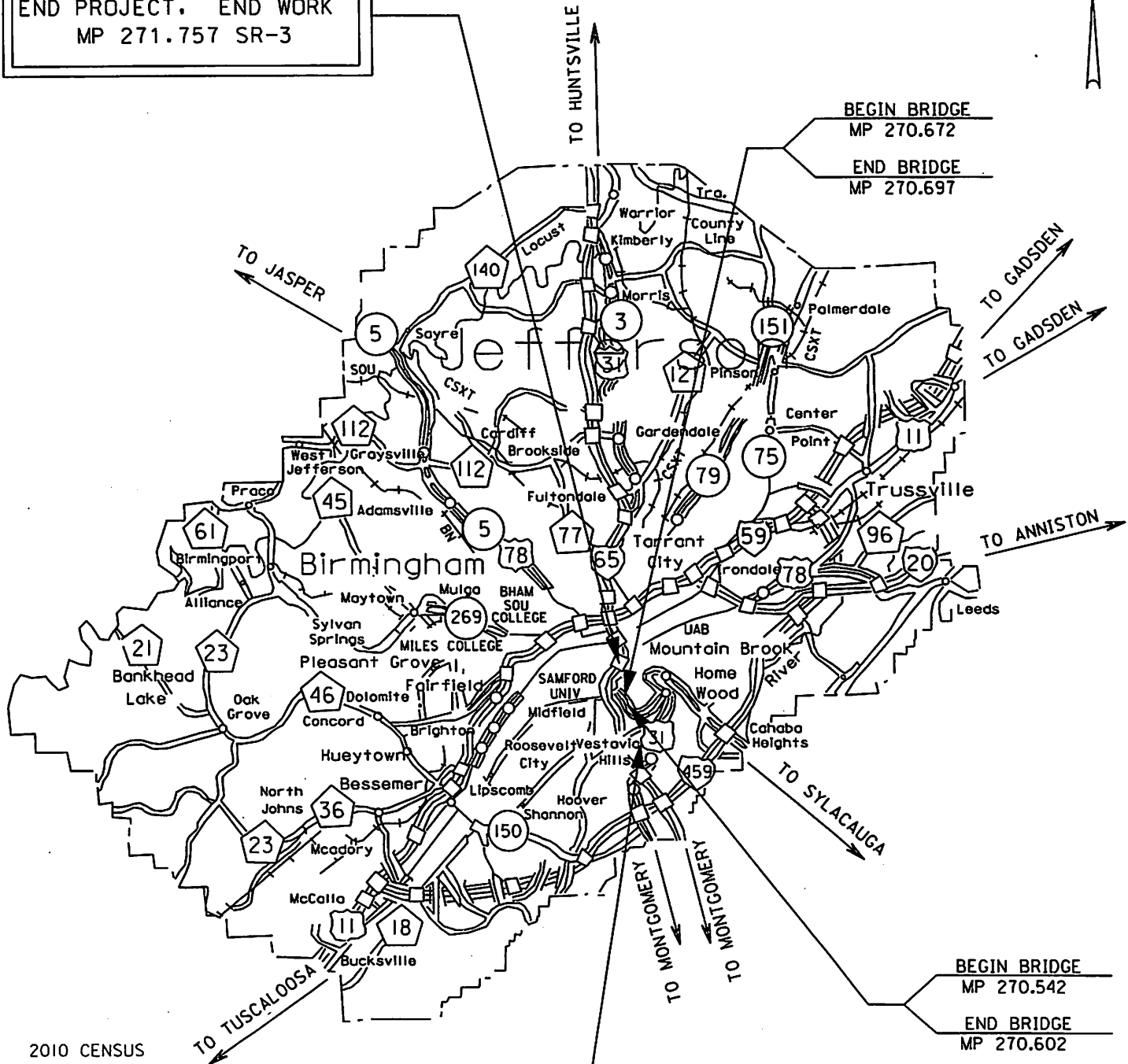
FUNDING: STPAA FUNDS: 96.00% AND HSIP FUNDS: 4.00%
 PRELIMINARY CODE NO 9303-6930-99303-100058693-1

2

PROJECT LAYOUT



END PROJECT. END WORK
MP 271.757 SR-3



2010 CENSUS
HOMEWOOD
POP 25,167

2010 CENSUS
VESTAVIA HILLS
POP 34,033

JEFFERSON COUNTY
POP 658,466

BEGIN WORK. BEGIN PROJECT
MP 269.532 SR-3

NOT TO SCALE

RESOLUTION NUMBER 4414

A RESOLUTION AUTHORIZING CHANGE ORDERS FOR VETERANS LANDSCAPE WORK ON HEALTHY WAY

WHEREAS, on May 9, 2012, the City Council adopted and approved Resolution Number 4293 to accept a bid from Veterans Landscaping for the construction of public improvements of Healthy Way; and

WHEREAS, the Public Services Director, in a memorandum dated February 20, 2013 (copy attached) indicated some needed change orders totaling \$107,000; and

WHEREAS, the City Manager has reviewed said detail and recommended approval of the requested change orders.

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

1. The City Manager is hereby authorized to make change orders as detailed in the attached memorandum in an amount not to exceed \$107,000; and
2. This Resolution Number 4414 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

City of Vestavia Hills Public Services
513 Montgomery Highway
Vestavia Hills, AL 35216
205.978.0150

Interoffice Memo

February 20, 2013

TO: Randy Robertson
City Manager

FROM: Brian C. Davis *bcd*
Public Services Director

RE: Change Orders for Veteran's Landscape at Patchwork

Per our discussion concerning Patchwork construction projects below is the information concerning change orders for work. The Veteran's contract does include allowances that totaled \$107,000. None of these allowances will be needed, so approval of these change orders will still result in a net under run on the total contract value.

These are all necessary and need to be completed; #1 is complete already, #2 needs to be completed as soon as possible to avoid additional delay in completing the project, #3 is a concern that needs to be addressed. Goodwyn, Mills, and Cawood have reviewed these changes with Mr. Brady and they agree the price is reasonable.

1. \$1,000 for additional sod placed per revised planting plan. This work was completed per landscape plan, but was not included in original quantities identified in contract documents.
2. \$12,772 for water service to irrigation system, including labor and equipment to perform tap and road bore (tap fee waived by BWWB). This work was not identified in contract documents.
3. \$2,778 for plantings to protect slope and headwall near sidewalk. This work is identified as additional precaution for pedestrian safety where sidewalk is near steep slope and headwall of the creek crossing

Total of these Change Order requests = \$16,550.

I would like to proceed with bringing forward. While it is not additional expenditure above the value of a contract already approved, I believe this still requires Council consent for altering the contract to include these services.

CC: Rebecca Leavings
Christopher Brady

Quality Creative Landscaping LLC
 3104 Old Quarry Road
 Birmingham, AL 35235

To: Veterans Landscaping Company Inc.
 3801 Mary Taylor Road
 Birmingham, AL 35235

Change Order Request Date January 24, 2013
 Proposal Expires: 30 days

Project: **Cahaba River Road Improvements and Entrance
 Road Construction for Patchwork Farms**

Description of Change:

Added Bermuda Sod per revision to contract drawing L-1.0 Planting Plan

Change Proposal #: 001
TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Added bermuda sod	200	SY	424	320	100			844
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
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								0
								0
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								0
								0
								0
SUB TOTAL 1			424	320	100.00	0	0	844
Tax 8%				26				26
SUBTOTAL 2			424	346	100	0	0	870

	Apply % to	OH/Fee
Contractor OH on Subtotal 2	15%	869.60
SUBTOTAL 3		1,000.04

TOTAL for COR # 001 1,000

Veterans Landscaping Company, Inc.
 3801 Mary Taylor Road
 Birmingham, AL 35235

To: Mr. Cole Williams
 Goodwyn Mills Cawood
 2701 1st Ave. South, Suite 100
 Birmingham, AL 35233

Change Order Request Date February 6, 2013
 Proposal Expires: 30 days

Project: Cahaba River Road Improvements and Entrance
 Road Construction for Patchwork Farms

Description of Change:

Water service for irrigation system.

Change Proposal #: **002-R1**
TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Added Irrigation System	1	LS					8,964	8,964
(See Attached COR from Suburban Irrigation Inc.)								0
Grading / Rework after installation	1	LS	1,800		1,400			3,200
								0
								0
(See attached COR 001-R1 from Suburban Irrigation)								0
								0
								0
								0
								0
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								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
SUB TOTAL 1			1,800	0	1,400.00	0	8,964	12,164
								0
SUBTOTAL 2			1,800	0	1,400	0	8,964	12,164

Contractor OH on Subtotal 2 5% 12,164.00 608.20
 SUBTOTAL 3 12,772.20

TOTAL for COR # 002-R1 12,772

Suburban Irrigation, Inc.
P.O. Box 117
Maylene, Alabama 35114-0117

To: Veterans Landscaping Company Inc.
3801 Mary Taylor Road
Birmingham, AL 35235

Change Order Request Date February 6, 2013
Proposal Expires: 30 days

Project: Cahaba River Road Improvements and Entrance
Road Construction for Patchwork Farms

Description of Change:

Added tap and water service for irrigation system

Change Proposal #: 001-R1
TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Tap fees for service (BWVB)								0
Installation of pipe / meter / tie-in	1	LS	1,732	2,258	1,525			5,515
Road Bore	1	LS					2,280	2,280
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
SUB TOTAL 1			1,732	2,258	1,525.00	0	2,280	7,795
								0
SUBTOTAL 2			1,732	2,258	1,525	0	2,280	7,795

	Apply % to	OH/Fee
Contractor OH on Subtotal 2	15% 7,795.00	1,169.25
SUBTOTAL 3		8,964.25

TOTAL for COR # 001-R1 8,964

Veterans Landscaping Company, Inc.
 3801 Mary Taylor Road
 Birmingham, AL 35235

To: Mr. Cole Williams
 Goodwyn Mills Cawood
 2701 1st Ave. South, Suite 100
 Birmingham, AL 35233

Change Order Request Date February 6, 2013
 Proposal Expires: 30 days

Project: Cahaba River Road Improvements and Entrance
 Road Construction for Patchwork Farms

Description of Change:

Adding 58 each Cotoneasters with straw and soil mix

Change Proposal #: 003
TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Add 58 each Cotoneasters and planting materials	1	LS					2,784	2,784
								0
								0
See attached COR 002 from Quality Creative Landscaping, Inc.								0
								0
								0
								0
								0
								0
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								0
								0
								0
								0
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								0
								0
								0
SUB TOTAL 1			0	0	0	0	2,784	2,784
				0				0
SUBTOTAL 2			0	0	0	0	2,784	2,784

	Apply % to	OH/Fee
Contractor OH on Subtotal 2	5% 2,784.00	139.20
SUBTOTAL 3		2,923.20

TOTAL for COR # 003 2,923

Quality Creative Landscaping LLC

3104 Old Quarry Road
Birmingham, AL 35235

To: Veterans Landscaping Company Inc.
3801 Mary Taylor Road
Birmingham, AL 35235

Change Order Request Date February 6, 2013
Proposal Expires: 30 days

Project: Cahaba River Road Improvements and Entrance
Road Construction for Patchwork Farms

Description of Change:

Added 58 each Cotoneaster 3 gallon per revised drawing

Change Proposal #: 002

TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Add 3 gallon Cotoneaster 58 Each	1	LS	925	1,296	200			2,421
Pine Straw								0
Soil Mix								0
								0
								0
								0
								0
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								0
								0
								0
SUB TOTAL 1			925	1,296	200.00	0	0	2,421
								0
SUBTOTAL 2			925	1,296	200	0	0	2,421

		Apply % to	OH/Fee
Contractor OH on Subtotal 2	15%	2,421.00	363.15
SUBTOTAL 3			2,784.15

TOTAL for COR # 002 2,784

Veterans Landscaping Company, Inc.
 3801 Mary Taylor Road
 Birmingham, AL 35235

To: Mr. Cole Williams
 Goodwyn Mills Cawood
 2701 1st Ave. South, Suite 100
 Birmingham, AL 35233

Change Order Request Date February 13, 2013
 Proposal Expires: 30 days

Project: Cahaba River Road Improvements and Entrance Road Construction for Patchwork Farms

Description of Change:

Adding 58 each Cotoneasters with straw and soil mix

Change Proposal #: 003
TIME EXTENSION: 0 days

Description	Qty	Unit	Total Labor	Total Material	Total Equipment	Other	Sub	TOTAL
Add 58 each Cotoneasters and planting materials	1	LS					2,646	2,646
								0
								0
See attached COR 002 from Quality Creative Landscaping, Inc.								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
SUB TOTAL 1			0	0	0	0	2,646	2,646
				0				0
SUBTOTAL 2			0	0	0	0	2,646	2,646

		Apply % to	OH/Fee
Contractor OH on Subtotal 2	5%	2,646.00	132.30
SUBTOTAL 3			2,778.30
TOTAL for COR # 003			2,778

ORDINANCE NUMBER 2435

AN ORDINANCE TO AMEND ORDINANCE NUMBER 2423; TO AUTHORIZE AND DIRECT A MODIFICATION TO THE REAL ESTATE SALES CONTRACT BY AND BETWEEN THE CITY OF VESTAVIA HILLS, AS “SELLER,” AND NSH CORP., AS “PURCHASER”; AND TO AUTHORIZE AND DIRECT THE EXECUTION AND DELIVERY OF A SANITARY SEWER EASEMENT TO JEFFERSON COUNTY, ALABAMA.

THIS ORDINANCE NUMBER 2435 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 25th day of February, 2013.

WITNESSETH THESE RECITALS:

WHEREAS, on November 15, 2012, the City Council enacted Ordinance Number 2423 authorizing and directing the Mayor and City Manager to take the necessary legal action to sell the five (5) residential lots located at Patchwork Farm to NSH Corp. for and in consideration of Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, Section 3 of Ordinance Number 2423 provides that the sale shall be made and closed in accordance with the terms, provisions and conditions of a Real Estate Sales Contract, a copy of which is attached to this Ordinance Number 2423, marked as Exhibit 1 and incorporated therein by reference as though set out fully therein; and

WHEREAS, the Real Estate Sales Contract marked as Exhibit 1 provides in section 2(3) that “Each lot will be approved for a conventional septic tank system.”; and

WHEREAS, according to NSH Corp., Jefferson County will not allow the five (5) new homes to be built on the five (5) single-family residential lots to be served by septic tanks; and

WHEREAS, on February 12, 2013, NSH Corp. signed the Real Estate Sales Contract and modified the same to request the City grant a Sanitary Sewer Easement to Jefferson County, Alabama; and

WHEREAS, on February 12, 2013, NSH Corp. furnished a Sanitary Sewer Easement to the City of Vestavia Hills, Alabama (“City”) with a request that the City grant said Sanitary Sewer Easement to Jefferson County, Alabama.

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

1. Ordinance Number 2423 enacted by the City Council of Vestavia Hills on November 15, 2012 is hereby amended to the extent as herein provided below.

2. A copy of the modified Real Estate Sales Contract by and between the City of Vestavia Hills, as “Seller,” and NSH Corp., an Alabama corporation, as “Purchaser,” hereinafter referred to as the “Amended Real Estate Sales Contract,” is attached hereto, marked as Exhibit A and is incorporated into this Ordinance Number 2435 by reference as though set out fully herein.

3. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Amended Real Estate Sales Contract designated as Exhibit A for and on behalf of the City of Vestavia Hills, Alabama.

4. A copy of the Sanitary Sewer Easement wherein the City of Vestavia Hills, Alabama grants to Jefferson County, Alabama a sanitary easement to serve the five (5) residential lots at Patchwork Farm, hereinafter referred to as the “Sanitary Sewer Easement,” is attached hereto marked as Exhibit B and is incorporated into this Ordinance Number 2435 by reference as though set out fully herein.

5. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Sanitary Sewer Easement designated as Exhibit B for and on behalf of the City of Vestavia Hills, Alabama.

6. Upon approval, adoption and enactment of this Ordinance Number 2435 the City Manager is hereby authorized and directed to take any and all legal action necessary to close the sale of the subject property all in accordance with the terms, provisions and conditions of the Amended Real Estate Sales Contract designated as Exhibit A.

7. This Ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

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

DONE, ORDERED, APPROVED and ADOPTED this the 25th day of February, 2013.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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 #2435 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 25th day of February, 2013 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 _____, 2013.

Rebecca Leavings
City Clerk

REAL ESTATE SALES CONTRACT

This Contract made on the 12th day of February, 2013, by and between a The City of Vestavia Hills, Alabama ("Seller") and NSH CORP., an Alabama corporation ("Purchaser").

WITNESSETH:

1. **Legal Description.** Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the following described unimproved real estate and appurtenances thereto, situated in Shelby County, Alabama, on the terms and conditions set forth herein:

Lots 1-5 in Thuss Farms Subdivision as recorded on Map Book 228, Page 48, Jefferson County, Alabama

2. **Base Purchase Price**

The "Purchaser agrees to pay to the Seller at the Closing the sum of \$80,000.00 per Lot, \$400,000 for all five lots, (the "Purchase Price"), less credits and adjustments for taxes and closing costs as set forth herein. Purchaser will have a 30 day inspection period from the date the last contract herein referred to is executed by the Seller and will have up to 30 days after expiration of the inspection period to close. The Earnest Money paid by Purchaser upon the execution of this Contract (\$5,000.00) shall be credited against the Purchase Price paid at the final Subsequent Closing.

Purchaser and seller acknowledge the following additional considerations:

- (1) Homes will have a minimum 2000 sf heated and cooled space with 1250 sf heated and cooled space on the main level on multiple level homes.
- (2) Closing is contingent on Purchaser obtaining a building permit on a lot and a commitment that all five lots can be permitted for residential construction;
- ~~(3) Each lot will be approved for a conventional septic tank system.~~ *JH 2/14/13*
- (4) There will be a 35 foot buffer along the rear of the lots and on the side of lot 1. Purchaser will use that buffer for landscape screening. A landscaping plan will be approved and implemented by Purchaser.
- (5)

3. **Condition Precedent.** None

4. **Zoning.** Property is subject to PUD PR-1 zoning.

5. **Agent.** John Hartman, Attorney At Law, shall hold the Earnest Money in trust pending the Closing of this sale.

6. **Closing.** Closing will take place at the office of John Hartman, Attorney At Law.

7. **Prorations.** Taxes shall be prorated between the Seller and the Purchaser as of the date of the closing and delivery of the deed.

8. **Attorney Fees.** Purchaser and Seller shall pay their respective attorney fees incurred for closing the sale of the Property.

9. **Title Insurance.** Seller agrees to furnish Purchaser a standard form owner's title insurance policy at Seller's expense,

- issued by Land Title Company of Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including paragraph 9 below; otherwise, the earnest money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller.
10. **Title Exceptions and Reservations.** MINERALS AND MINING RIGHTS ARE EXCEPTED FROM THE SALE OF THE PROPERTY TOGETHER WITH ALL PRIVILEGES AND IMMUNITIES RELATING THERETO. In addition, the conveyance shall be subject to the following: zoning ordinances pertaining to said Property; Declaration of Protective Covenants, if any; easements; rights-of-ways; setback lines; restrictions; ad valorem taxes for the current tax year; all matters of public record; and anything which would be disclosed by an accurate survey or inspection of the Property.
11. The Seller agrees to convey said Property to the Purchaser by special warranty deed free of all encumbrances, except as set forth in those matters of title set forth in Schedule B-II of the Title Commitment which have been approved by Purchaser during the Inspection Period. Seller agrees that any encumbrances not herein excepted will be cleared at time of Closing; however, if Seller does not clear such encumbrances then Purchaser may elect to rescind this Contract.
12. **Protective Covenants.** The Property is not subject to Declaration of Protective Covenants.
13. **Builder's Purpose.** Purchaser represents that the Purchaser is acquiring the Property for the purpose of engaging in the business of constructing residential buildings on said Property.
14. **Default and Remedies.**
- (a) In the event that Seller shall fail to consummate the transaction as contemplated herein for any reason other than Purchaser's default, then Purchaser may, in its sole discretion, either (i) enforce this Agreement and the purchase and sale transaction contemplated herein by specific performance or (ii) terminate this Agreement, whereupon the Earnest Money shall be refunded to Purchaser, this Agreement shall be deemed canceled and terminated and neither party shall have any further obligation or liability to the other hereunder. Purchaser hereby expressly waives any right to seek or obtain any monetary judgment or damages against Seller in the event of any default hereunder by Seller and acknowledges and agrees that no other damages, rights or remedies shall be collectible, enforceable or available to Purchaser.
- (b) If, at any time after the expiration of the Inspection Period, Purchaser shall fail to perform its obligation to close the transaction contemplated herein for any reason other than Seller's default or the failure of any of the Closing Conditions to occur, then Seller shall retain the Earnest Money in which event this Agreement shall automatically be deemed terminated and canceled and neither party shall have any further obligation or liability to the other hereunder. Because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller and Seller agrees to accept and retain the Earnest Money as its total damages and relief hereunder in the event Purchaser fails to close the purchase and sale transaction contemplated herein.
15. **No Waiver.** No waiver by either party of any breach by the other of any provision of this Contract shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same or any other provision of this Contract nor shall any forbearance by either party from the exercise of a remedy for such breach be deemed or construed to be a waiver by such party of any of its rights or remedies with respect to such breach.
16. **Entire Agreement.** This Contract between Seller and Purchaser states the entire agreement between the parties and merges therein all statements, representations, and covenants heretofore made concerning the Property and any other agreements not incorporated herein are void and of no force and effect.

17. **Assignment.** This Contract may be assigned by Purchaser.
18. **Captions.** The captions in this Contract are used for convenience only, and they in no way define, limit, or prescribe the scope or intent of this Contract or any provisions thereof.
19. **Severability.** This Contract is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Contract or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
20. **Choice of Law.** This Contract shall be governed and performed in accordance with the law of the State of Alabama.
21. **Survival of Closing.** All terms and provisions of this Contract shall survive the Closing of the sale of the Property.
22. **Notices.** All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, addressed if sent to Seller, as follows:

City of Vestavia Hills Alabama, Vestavia Hills, AL 35216

or if sent to Purchaser, as follows:

NSH CORP., 3545 Market Street, Birmingham, Alabama 35226
 Attention: Mr. Jonathan M. Belcher, President

23. **Real Estate Commissions.** Seller and Purchaser represent that neither party is obligated to pay real estate commissions in connection with this sale.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

24. Purchaser shall, concurrently with the closing of the sale, file Protective Covenants, Conditions and Restrictions in the office of the Judge of Probate of Jefferson County, Alabama limiting the use of said real property described in Section 1 above exclusively and solely for the purpose of single-family residential dwellings and not for the purpose of business or trade.

PURCHASER:

NSH CORP.

By: 

Its: VP-Operations (JH Belcher)

Date: 2/12/13

SELLER:

City of Vestavia Hills

By: _____

Its: _____

Date: _____

Receipt is hereby acknowledged of the Earnest Money _____ Cash _____ Check as hereinabove set forth.

AGENT: By: _____ Date: _____

THIS INSTRUMENT PREPARED BY:
Robert Easley
Alabama Engineering Co., Inc.
2 Office Park Circle, Suite 11
Birmingham, AL 35223

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100s Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged that the City of Vestavia Hills, a municipal corporation, do hereby grant, bargain, sell and convey unto the said Jefferson County, a political subdivision, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

A parcel of land located in the Northeast 1/4 of Section 34, Township 18 South, Range 2 West being more particularly described as follows:

Commence at the Northwest corner, a 3" capped pipe, of the Southwest 1/4 of the Northeast 1/4, Section 34, Township 18 South, Range 2 West and run easterly along the northerly line of said 1/4 - 1/4 section for a distance of 459.54 feet; thence turn right an angle 90° and run southerly for a distance of 254.87 feet to a point. This point being the Point of Beginning of a sanitary sewer easement of variable widths being bound on the southwesterly side by the northeasterly right of way of Old Looney Mill Road and bound on the northeasterly side by a line lying 10 feet northeasterly of and parallel to the following described line; thence turn an angle left 75°09'46" and run southeasterly for a distance of 116.60 feet; At this point the sanitary sewer easement is bound on the southwesterly side by the northeasterly right of way of Old Looney Mill Road and bound on the southeasterly side by the northwesterly lot line of Lot 5 according to the survey of Thuss Farms Subdivision, as recorded in Map Book 228 Page 48 in the Probate office of Jefferson County, Alabama, Birmingham Division and being bound on the northwesterly side by a line lying 10 feet northwesterly of and parallel to the following described line; thence turn left an angle of 89°30'00" and run northeasterly for a distance of 147.53 feet. At this point the right of way is bound on the southwesterly side by the northeasterly lot line of Lots 5,4,3,2 and 1 according to the above referenced survey of Thuss Farms and being bound on the northeasterly side by a line lying 10 feet northeasterly of and parallel to the following described line; thence turn and angle right 90° and run southwesterly for a distance of 630 feet and the end of this sanitary sewer easement

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforementioned strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____ 2013.

City of Vestavia Hills, Alabama,
an Alabama Municipal corporation

BY: _____
Alberto C. Zaragoza, Jr

ITS: _____
Mayor

ATTEST: _____
Rebecca Leavings, City Clerk

BY: _____
Randy E. Robertson

ITS: _____
City Manager

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, **THE UNDERSIGNED AUTHORITY**, in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr whose name as **Mavor** of the **City of Vestavia Hills, Alabama**, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer, and with full authority, has executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this ____ day of _____, 2013.

My commission expires: _____.

Notary Public

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, **THE UNDERSIGNED AUTHORITY**, in and for said County, in said State, hereby certify that Randy E. Robertson, whose name as **City Manager** of the **City of Vestavia Hills, Alabama**, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer, and with full authority, has executed the same voluntarily for and as the act of said Corporation.

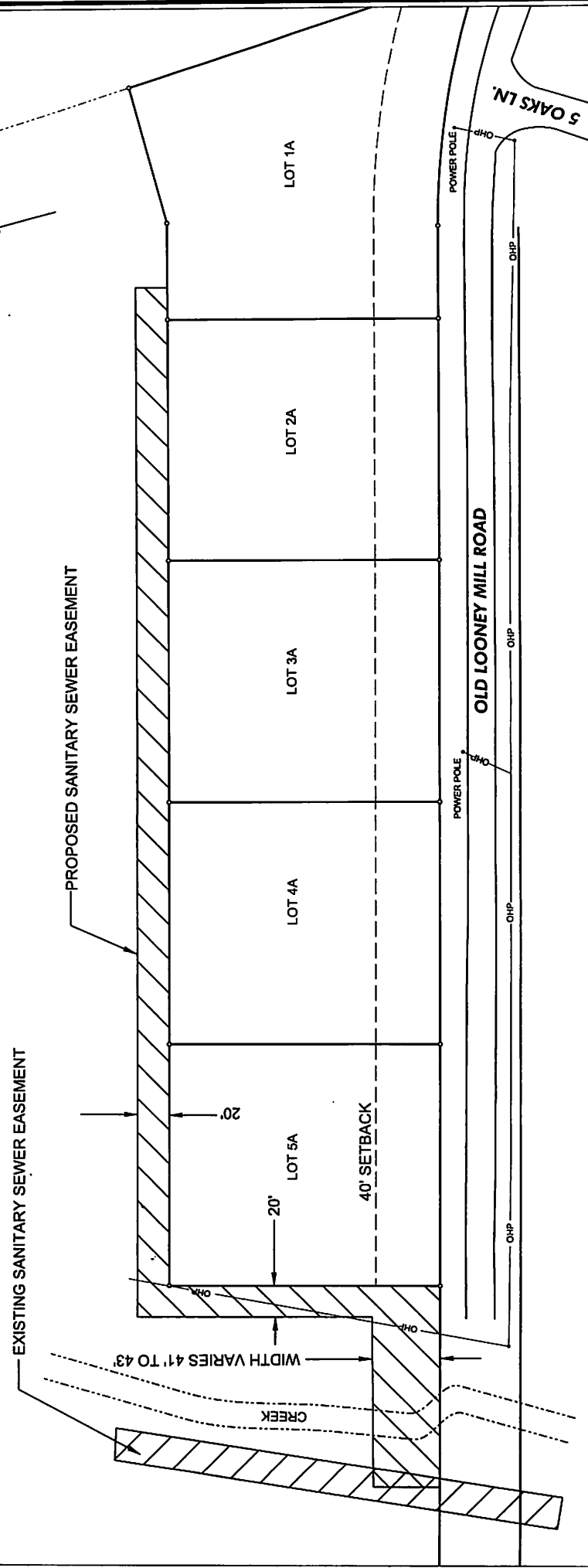
Given under my hand and official seal, this ____ day of _____, 2013.

My commission expires: _____.

Notary Public

THUSS FARMS SEWER EASEMENT EXHIBIT

SCALE : 1" = 60' GRAPHIC SCALE FEBRUARY 13, 2013



PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

February 18, 2013

By Hand Delivery

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
513 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Sewer Easement for Five (5) Residential Lots at Patchwork Farm

Dear Becky:

On February 12, 2013, you sent to me a proposed legal document prepared by Engineer Robert Easley wherein the City of Vestavia Hills grants to Jefferson County a sanitary sewer easement on a portion of the Patchwork Farm property intended to serve five new homes to be constructed in the future on the five (5) residential lots under contract to NSH Corp. You requested that I review the sanitary sewer easement and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I. BACKGROUND INFORMATION

<u>DATE</u>	<u>ACTION</u>
November 15, 2012	The City Council enacted Ordinance Number 2423 authorizing and directing the Mayor and City Manager to take the necessary legal action to sell the five (5) residential lots located at Patchwork Farm to NSH Corp. for and in consideration of \$400,000.00.
November 15, 2012	Section 3 of Ordinance Number 2423 provides that the sale shall be made and closed in accordance with the terms, provisions and conditions of a Real Estate Sales Contract, a copy of which was attached to Ordinance Number 2423, marked as Exhibit 1 and incorporated therein by reference as though set out fully therein.

- | | |
|-------------------|--|
| November 15, 2012 | The Real Estate Sales Contract in section 2(3) provides “Each lot will be approved for a conventional septic tank system.” |
| February 12, 2013 | According to NSH Corp., Jefferson County will not allow the five new homes to be built on the five single-family residential lots to be served by septic tanks. |
| February 12, 2013 | NSH Corp. signed the Real Estate Sales Contract and requested that section 2(3) be modified to the extent that the City grant a sanitary sewer easement to Jefferson County. |
| February 12, 2013 | NSH Corp. requested that the City of Vestavia Hills grant a Sanitary Sewer Easement to Jefferson County, Alabama. |
| February 12, 2013 | NSH Corp. sent the proposed Sewer Easement to you for approval. |

II. MY RECOMMENDATIONS

At this point, I recommend as follows:

A. The execution and delivery of a Sanitary Sewer Easement must be approved by the City Council at a regularly scheduled or specially called City Council meeting after a public hearing for the following two reasons:

(1) All contracts must be approved by the City Council. Any modification to a contract already approved by the City Council must also be approved by the City Council.

(2) Any conveyance of real estate such as the granting of a Sanitary Sewer Easement must be approved by the City Council.

B. Based upon the map that you have furnished to me, it appears that the granting of the Sanitary Sewer Easement as requested will not adversely affect future development of other portions of the Patchwork Farm property.

However, I want to make absolutely certain that the granting of the requested Sanitary Sewer Easement will not conflict or jeopardize in any way the future development of any other part of Patchwork Farm. Therefore, I recommend that copies of the Sanitary Sewer Easement and map be furnished to the following for their comments and recommendations:

- (a) City Engineer Christopher Brady.
- (b) Attorney Steve Monk.
- (c) Goodwyn, Mills & Caywood.

February 18, 2013

page 3

Enclosed is suggested Ordinance for the approval of the execution and delivery of this Sanitary Sewer Easement. Please call me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Boone". The signature is fluid and cursive, with the first name being the most prominent.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosures

cc: City Manager Randy Robertson (w/encl.-by hand)
City Engineer Christopher Brady (w/encl.-by hand)

Rebecca Leavings

From: Monk, Stephen R. <smonk@bab.com>
Sent: Tuesday, February 19, 2013 9:52 AM
To: Rebecca Leavings; Cole Williams; Christopher Brady
Cc: tyler belcher; bob@alaeng.com
Subject: RE: Thuss Farms sewer ROW

Becky:

I have reviewed the Patchwork Farms CC&Rs and find no restrictions on the City's ability to grant a sewer easement into the Nature Park property. The Patchwork Farm PUD Plan specifically allows utility easements to be granted within the Nature Park property. However, the PUD Plan does require a 17.5-foot landscaping buffer on the Planned Business (17-acre tract) property adjacent to these single-family lots.

One question I have though involves the use of the proposed sewer easement. The unimproved 17 acre site could connect directly into the existing sewer lines running along and in the Nature Park; however, is connection to the sewer lines along the rear of these residential lots feasible for the commercial development? If so, will the sewer lines to be installed along the rear of the residential lots be of sufficient size to handle commercial uses on the 17 acre site?

Steve

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IRS Circular 230 Notice: To ensure compliance with IRS requirements, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



Stephen R. Monk
Partner

Phone 205-521-8429
Fax 205-488-6429
Email smonk@bab.com

One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119

From: Rebecca Leavings [mailto:city.clerk@ci.vestaviahills.al.us]
Sent: Monday, February 18, 2013 3:46 PM
To: Rebecca Leavings; Cole Williams; Christopher Brady; Monk, Stephen R.

Rebecca Leavings

From: Cole Williams <CWilliams@gmcnetwork.com>
Sent: Tuesday, February 19, 2013 10:44 AM
To: Monk, Stephen R.
Cc: Rebecca Leavings; Cole Williams; Christopher Brady; tyler belcher; bob@alaeng.com
Subject: Re: Thuss Farms sewer ROW

Steve,

I think you thinking is correct that this should be used in the future for the commercial development so that another sewer crossing the nature park and creek will not be required. The sewer will be a minimum of 8" by Jeffco standards which will handle a good deal of flow. The sewer easement will not allow for the planting of a buffer so any required buffer will be on the development side of the easement which will reduce the useable property by a little. These are a few of my thoughts.

Cole Williams

On Feb 19, 2013, at 10:51 AM, "Monk, Stephen R." <smonk@bab.com> wrote:

Becky:

I have reviewed the Patchwork Farms CC&Rs and find no restrictions on the City's ability to grant a sewer easement into the Nature Park property. The Patchwork Farm PUD Plan specifically allows utility easements to be granted within the Nature Park property. However, the PUD Plan does require a 17.5-foot landscaping buffer on the Planned Business (17-acre tract) property adjacent to these single-family lots.

One question I have though involves the use of the proposed sewer easement. The unimproved 17 acre site could connect directly into the existing sewer lines running along and in the Nature Park; however, is connection to the sewer lines along the rear of these residential lots feasible for the commercial development? If so, will the sewer lines to be installed along the rear of the residential lots be of sufficient size to handle commercial uses on the 17 acre site?

Steve

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IRS Circular 230 Notice: To ensure compliance with IRS requirements, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

<image001.gif>

Stephen R. Monk

Rebecca Leavings

From: Bob Easley <bob@alaeng.com>
Sent: Tuesday, February 19, 2013 10:59 AM
To: Cole Williams; Monk, Stephen R.
Cc: Rebecca Leavings; Christopher Brady; tyler belcher
Subject: RE: Thuss Farms sewer ROW

I believe that there is a planned 35' landscape buffer adjacent to the back of the residential lots. I have spoken with Richard Mixon at Jefferson County Environmental Services about putting a berm and landscaping in the sewer easement. As long as we are not counting on the berm for minimum cover (which we are not) they are ok with the berm in the easement. They do not want trees or plants with deep penetrating roots in the sewer easement, but landscaping is ok.

Thank you,

Bob Easley
Alabama Engineering Co., Inc.
Phone (205) 803-2161 ext. 11
Fax (205) 803-2162

From: Cole Williams [mailto:CWilliams@gmcnetwork.com]
Sent: Tuesday, February 19, 2013 10:44 AM
To: Monk, Stephen R.
Cc: Rebecca Leavings; Cole Williams; Christopher Brady; tyler belcher; Bob Easley
Subject: Re: Thuss Farms sewer ROW

Steve,

I think you thinking is correct that this should be used in the future for the commercial development so that another sewer crossing the nature park and creek will not be required. The sewer will be a minimum of 8" by Jeffco standards which will handle a good deal of flow. The sewer easement will not allow for the planting of a buffer so any required buffer will be on the development side of the easement which will reduce the useable property by a little. These are a few of my thoughts.

Cole Williams

On Feb 19, 2013, at 10:51 AM, "Monk, Stephen R." <smonk@bab.com> wrote:

Becky:

I have reviewed the Patchwork Farms CC&Rs and find no restrictions on the City's ability to grant a sewer easement into the Nature Park property. The Patchwork Farm PUD Plan specifically allows utility easements to be granted within the Nature Park property. However, the PUD Plan does require a 17.5-foot landscaping buffer on the Planned Business (17-acre tract) property adjacent to these single-family lots.

One question I have though involves the use of the proposed sewer easement. The unimproved 17 acre site could connect directly into the existing sewer lines running along and in the Nature Park; however, is connection to the sewer lines along the rear of these residential lots feasible for the commercial development? If so, will the sewer lines to be installed along the rear of the residential lots be of sufficient size to handle commercial uses on the 17 acre site?

Rebecca Leavings

From: Christopher Brady
Sent: Tuesday, February 19, 2013 7:23 PM
To: Rebecca Leavings
Subject: RE: Thuss Farms sewer ROW

I have reviewed and do not see any adverse affects of granting this easement.

Christopher Brady, PE
City Engineer, City of Vestavia Hills

From: Rebecca Leavings
Sent: Monday, February 18, 2013 2:07 PM
To: Cole Williams; Christopher Brady; Monk, Stephen R.
Cc: tyler belcher; bob@alaeng.com
Subject: FW: Thuss Farms sewer ROW

Signature Homes is getting ready to close on the 5 lots at Patchwork. However, they cannot obtain permission for septic tanks and therefore require a sewer easement. Attached is a ROW agreement for said easement and I will follow this email with a map detailing the location which is immediately adjacent to the side of lot 5 and rear of the remaining lots.

Mr. Boone has reviewed these documents and found no legal problems, however, he determined that I need to get written opinions from you to determine if this impedes or inhibits construction on this neighboring lot. As you recall, this neighboring lot would be the 17 acre commercial parcel and a portion of the the nature park (along the creek).

Please review the attached and advise if you see any problems with this easement. The Council is scheduled to hear this on March 11.

Thanks!

Rebecca Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills AL 35216
(205) 978-0184 Phone
(205) 978-0122 Fax
city.clerk@ci.vestaviiahills.al.us

From: Bob Easley [<mailto:bob@alaeng.com>]
Sent: Thursday, February 07, 2013 4:01 PM
To: Rebecca Leavings
Cc: Watson, Kelly; Tyler Belcher (tbelcher@e-signaturehomes.com)
Subject: Thuss Farms sewer ROW

ORDINANCE NUMBER 2436

AN ORDINANCE AUTHORIZING AND DIRECTING THE DEMOLITION, RAZING AND REMOVAL OF A DILAPIDATED SINGLE-FAMILY DWELLING SITUATED ON THE PATCHWORK FARM PROPERTY AT 4609 OLD LOONEY MILL ROAD IN THE CITY OF VESTAVIA HILLS SOMETIMES REFERRED TO AS THE “THUSS FARMHOUSE.”

THIS ORDINANCE NUMBER 2436 is approved, adopted and enacted by the City Council of the City of Vestavia Hills, Alabama on this the 25th day of February, 2013.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama (“City”) presently owns portions of the property commonly referred to as “Patchwork Farm,” specifically including, but not limited to the following:

A. Lots 1, 2, 3, 4 and 5 in Thuss Farm Subdivision as recorded in Map Book 228, Page 48, Jefferson County, Alabama (“the five (5) residential lots”); and

B. A two-story single-family dwelling with a four-car garage on the west side of the structure constructed of cinderblock and wood frame situated at 4609 Old Looney Mill Road, hereinafter referred to as “Thuss farmhouse”; and

WHEREAS, Title 11-43-56, *Code of Alabama, 1975*, provides that the City Council shall have the management and control of the finances and all of the property, real and personal, belonging to the City; and

WHEREAS, Title 11-47-20, *Code of Alabama, 1975*, provides that the City Council may, by ordinance to be entered in its minutes, direct the disposal of any real property not needed for public or municipal purposes and direct the Mayor to make title thereto, and a conveyance made by the Mayor in accordance with such ordinance invests the grantee with the title of the municipality; and

WHEREAS, Title 11-43A-48, *Code of Alabama, 1975*, provides that all contracts for the City of Vestavia Hills shall be made and approved by ordinance and signed in the name of the City of Vestavia Hills by the Mayor and countersigned by the City Manager; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama (“City Council”) enacted Ordinance Number 2423 on November 15, 2012 authorizing and directing the execution and delivery of a Real Estate Sales Contract by and between the City, as “Seller,” and NSH Corporation, as “Purchaser,” for the five (5) residential lots for and in consideration of the aggregate amount of Four Hundred Thousand Dollars (\$400,000.00) being at the rate of Eighty Thousand Dollars (\$80,000.00) per lot; and

WHEREAS, the “Thuss Farmhouse” is vacant and is in a dilapidated condition due to extensive vandalism, removal of materials and lack of occupancy for an extended period of time; and

WHEREAS, the City Council finds and determines that the structure known as the “Thuss farmhouse” is surplus property and is no longer needed for public or municipal purposes; and

WHEREAS, the City Council finds and determines that the demolition and removal of the structure known as the “Thuss Farmhouse” from the Patchwork Farm property would be in the public interest and promote the health, safety and welfare of the community at large;

WHEREAS, NSH Corporation has offered to demolish, raze and remove the structure known as the “Thuss Farmhouse” at the Patchwork Farm property at absolutely no cost to the City of Vestavia Hills, Alabama

WHEREAS, NSH Corporation has entered into a Contract with Flanagan Contracting, LLC whereby Flanagan Contracting, LLC has agreed to demolish, raze and remove the structure known as the “Thuss Farmhouse” for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid by NSH Corporation (“Contract”); and

WHEREAS, a copy of the above-described Contract is attached hereto, marked as Exhibit 1 and is incorporated into this Ordinance by reference as though set out fully herein; and

WHEREAS, the City is willing to accept the very generous offer of NSH Corporation provided the Contract by and between NSH Corporation and Flanagan Contracting, LLC is amended to add sections XII, XIII, XIV, XV and XVI; and

WHEREAS, a copy of the Addendum is attached hereto, marked as Exhibit 2 and is incorporated into this Ordinance by reference as though set out fully herein.

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

1. The dilapidated structure on the property at Patchwork Farm commonly referred to as the “Thuss Farmhouse” is found and determined to not be needed for public or municipal purposes by the City of Vestavia Hills, Alabama and is hereby declared as surplus property all in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*.

2. The City of Vestavia Hills, Alabama hereby accepts the very generous offer by NSH Corporation to demolish, raze and remove the structure known as “Thuss farmhouse” pursuant to and in accordance with the terms, provisions and conditions of the Contract by and between NSH Corporation and Flanagan Contracting, LLC and the Addendum thereto.

3. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

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

DONE, ORDERED, APPROVED and ADOPTED this the 25th February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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 #2436 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 25th day of February, 2013 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 _____, 2013.

Rebecca Leavings
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

ADDENDUM TO CONTRACT

WITNESSETH THIS ADDENDUM TO CONTRACT, made and entered into on this the _____ day of February, 2013, by and between NSH Corp., an Alabama corporation (“NSH”), and Flanagan Contracting, LLC, an Alabama limited liability company (“Flanagan”).

WITNESSETH THESE RECITALS:

WHEREAS, NSH and Flanagan have heretofore entered into a written Contract whereby Flanagan has agreed to demolish, raze and remove a dilapidated single-family residential structure situated on a portion of the Patchwork Farm property at 4609 Old Looney Mill Road for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid by NSH; and

WHEREAS, NSH and Flanagan wish to amend the Contract by adding sections XII, XIII, XIV, XV and XVI to the Contract.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, promises and premises contained herein for the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the parties to each other, the receipt and sufficiency whereof is hereby acknowledged, NSH and Flanagan hereby mutually and expressly agree to add the following sections to the Contract heretofore executed and delivered by them:

XII. INDEPENDENT CONTRACTORS

NSH Corp. and Flanagan Contracting, LLC are both independent contractors for purposes of this Contract as amended. Nothing contained in the Contract as hereby amended shall be construed to mean that said NSH and/or Flanagan Contracting, LLC are the servants, agents or employees of the City of Vestavia Hills, Alabama.

XIII. PERMITS, LAWS, CODES AND ORDINANCES

NSH and Flanagan will give all notices required by and comply with applicable laws, ordinances and codes of the local, state and federal governments in the performance of the work described in the Contract as amended hereby.

XIV. WORKER’S COMPENSATION

Flanagan shall carry Worker’s Compensation insurance for all of its employees and those of its subcontractors engaged in the work at the site in accordance with the State of Alabama Worker’s Compensation Law.

XV. LIABILITY INSURANCE

Flanagan shall carry Manufacturer’s and Contractor’s Public Liability Insurance with limits of Three Hundred Thousand Dollars (\$300,000.00), per person, and One Million Dollars (\$1,000,000.00), per occurrence, to cover and protect the City and Flanagan and its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the Contract as amended. The City of Vestavia Hills, Alabama shall be added as “an additional insured” to the general comprehensive liability insurance policy of Flanagan.

XVI. INDEMNITY

Flanagan shall indemnify and save harmless the City of Vestavia Hills, Alabama, its Mayor, City Manager, individual members of the City Council, servants, agents, employees or representatives from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities and damages arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result for work performed by the Flanagan under this Contract as amended.

IN WITNESS WHEREOF, NSH Corp. and Flanagan Contracting, LLC have caused this Addendum to Contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on the date hereinabove written.

NSH CORP., an Alabama corporation

By _____
Tyler Belcher
Vice President-Custom Homes Division

WITNESSED

By _____

FLANAGAN CONTRACTING, LLC

By _____
Michael L. Flanagan, Jr.
President

WITNESSED

By _____

STATE OF ALABAMA

JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tyler Belcher, whose name as Vice President-Custom Homes Division of NSH Corp, an Alabama corporation, is signed to the foregoing Addendum to Contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said NSH Corp.

Given under my hand and official seal, this the _____ day of February, 2013.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA

JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael L. Flanagan, Jr., whose name as President of Flanagan Contracting, LLC, an Alabama limited liability company, is signed to the foregoing Addendum to Contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Flanagan Contracting, LLC.

Given under my hand and official seal, this the _____ day of February, 2013.

Notary Public

My Commission Expires:

SEAL

RESOLUTION NUMBER 4412

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT TO ESTABLISH THE HARDWARE AND SOFTWARE FOR A “STAND-ALONE” SYSTEM AFTER SEPARATION FROM HOMEWOOD

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

1. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with New World Systems in order to establish the hardware and software needed to create a “stand-alone” system after separation from the City of Homewood at a cost not to exceed \$167,500.00; and
2. A Copy of said agreement is attached to and incorporated into this Resolution Number 4412 as if written fully therein; and
3. This Resolution Number 4412 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS POLICE DEPARTMENT



To: Mr. Robertson

MEMO

From: Chief Dan Rary

CC: Becky Leavings

Date: 19 Feb 2013

Re: Request for Council agenda

Mr. Robertson,

I am requesting that the following item be placed on the City Councils agenda for 25 Feb 2013 for immediate consideration.

I am requesting the Council approve the attached contract with New World Systems to establish our own hardware and software for a stand-alone system after separating from Homewood.

The total cost for this project will be \$167,500.00.

This will come from Capital Purchases.

Memo

To: Chief Rary
From: Deputy Chief Holcomb
Date: 19 Feb 2013
Re: New World

The costs of separating our current records system from Homewood and going to a stand-alone servers are as follows:

Servers and third party software-	\$84,500
Implementation Services-	\$69,500
Estimated Travel Expenses-	\$13,500 **
Total Cost-	\$167,500

** This amount will most likely increase due to travel time. It is possible that more trips may be required to complete this project.



February 18, 2013

ADDITIONAL SERVICES AND THRID PARTY HARDWARE AGREEMENT

Deputy Chief Tim Holcomb
Vestavia Hills Police Department, AL
513 Montgomery Highway
Vestavia Hills, AL 35216-0854

Dear Deputy Chief Holcomb:

New World Systems is pleased to provide additional services to set-up new MSP and Mobile Servers.

The attached forms (Exhibit AA, B and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original 2008 License Agreement with the City(s) of Homewood and Vestavia, AL are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

VESTAVIA HILLS POLICE DEPT., AL
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH MARCH 29, 2013.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total cost Summary: Implementation Services

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. IMPLEMENTATION SERVICES	\$69,500
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
3. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
B. THIRD PARTY PRODUCTS AND SERVICES	84,500
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
	ONE TIME PROJECT COST: <u>\$154,000</u>
C TRAVEL EXPENSES (Estimate) – billed as incurred	\$13,500

PRICING ASSUMES CONTRACT EXECUTION BY MARCH 29, 2013.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Implementation Services

	<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A.	IMPLEMENTATION SERVICES	\$69,500
	1. Amount invoiced upon the Effective Date	\$34,750
	2. Amount invoiced 30 days after the Effective Date	34,750
B.	THIRD PARTY PRODUCTS AND SERVICES	84,500
	1. Amount invoiced upon the Effective Date (50%)	\$42,250
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	42,250
		ONE TIME PAYMENTS: <u>\$154,000</u>
C.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)	\$13,500*
	1. 9 trips are anticipated.	

*Estimate

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT B
IMPLEMENTATION AND TRAINING SUPPORT SERVICES AND FEES

1. Project Management Services

New World shall act as Project Manager to assist Customer's management in duplicating the Aegis MSP Software Environment currently at Homewood, AL to a similar facility at Vestavia Hills, AL. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with Customer's management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at Customer's location
 - progress status meeting(s) will occur during implementation via telephone conference or at Customer's location; and
 - a project close-out meeting at Customer's location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 3 months after the Effective Date.

2. Implementation and Training Support Services

Up to 8 days of New World implementation and training support services have been allocated for this project. Additional services requested shall be billed at the Daily Rate.

The installation and training support services are typically performed at Customer's premises but, at Customer's option, may be provided at New World national headquarters in Troy, Michigan. (Other support services often involve services performed at the New World's national headquarters.) Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues.

Services to include:

- a. Duplication of the Aegis MSP Environment currently at Homewood, AL
- b. Systems Administration Training
- c. Data File Migration

Additional support services provided by New World after execution of this Agreement will be provided at the Customer's daily rate in effect at that time, currently \$1,200 per day.

3. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of Customer's Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be Customer's responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, Customer will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
 - Host System install and VM server build

- MSP Server install and configuration
- MMS server build and switch configuration
- Mobile services for State connection, Mapping AVL, In Car Routing, State Photo download, Mugshot download, and admin training
- Interface migration /configuration
- MSP Go-Live prep and Support

4. Other Service Fees

The service fees for Data Migration and Conversion from the Homewood, AL Environment to the Vestavia Hills, AL Environment are included. (Plus all actual and reasonable travel expenses and time incurred by New World divided proportionately between all New World customers visited on a single trip.) The installation and training support services are typically performed at Customer's premises but may be provided at New World national headquarters in Troy, Michigan. Customer agrees to reimburse New World for support trips canceled by Customer less than ten (10) days before the scheduled start date to cover New World's out of pocket costs and lost revenues.

Additional support services provided by New World outside the scope of this Agreement will be provided at the Customer's daily rate in effect at that time, currently \$1,200 per day.

5. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be Customer's responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, Customer will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Accidents / eCrash

6. Additional Services Available at the Daily Rate

Other New World services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with New World technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) New World Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as Customer is going "live".

Customer may request these additional services in writing using New World's Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by Customer and New World).



APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of this **Agreement**, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Vestavia Hills Police Department, AL
Attn: Deputy Chief Tim Holcomb
513 Montgomery Highway
Vestavia Hills, AL 35216-0854

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1
CONFIGURATION

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. GIS Software

Geo-File Maintenance Software (ESRI ArcEditor)
- per workstation

THIRD PARTY HARDWARE

b. Hardware, System Software & Services

Servers (See attached)

TOTAL THIRD PARTY PRODUCTS AND SERVICES

\$84,500

ESRI Notes

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

SYSTEM HARDWARE**SERVERS****INVESTMENT****Host Servers**

- (3) Dell PowerEdge R620 Rack Servers (1U)
 - (2) Intel Xeon E5-2665 2.40GHz, 1600MHz, 8-Core Processors
 - 48GB 1600MHz RDIMMs (Memory)
 - Internal Dual SD Module with 1GB SD Card
 - Embedded SATA Controller
 - (1) Broadcom 5720 Quad Port 1GB NIC (Integrated)
 - (1) Broadcom 5719 Quad Port 1GB NIC (PCIe)
 - Redundant 750W Hot Plug Power Supplies
 - DVD/ROM, SATA, Internal
 - 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite

Storage Area Network

- (1) Dell EqualLogic PS4100XV iSCSI SAN (2U)
 - (12) 600GB 15K-RPM 3.5" SAS Hot Swap Disk Drives (7.2TB Raw)
 - Dual Controllers with 4GB Battery Backed Cache Memory
 - Supports RAID 5, RAID 6, RAID 10, RAID 50
 - 2 GB Ethernet Network Interfaces Per Controller (4 Total)
 - Redundant Hot Swappable Controllers, Power Supplies, Cooling Fans
 - Includes EqualLogic Array, Host, and Management Software
 - 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite

Rack Accessories

- (2) APC Smart-UPS 2200VA XL - UPS - 1.85 kW - 2200 VA (5U)

SYSTEM SOFTWARE**INVESTMENT****Host Servers**

- (3) Windows Server 2012 - Datacenter Edition, 2 Processors
- (50) Microsoft Windows Server 2008 - User/Device CAL (Estimated)
- (2) SQL Server 2012 - Standard Core Edition, 2 Cores (4 vCPUs Total)
- (6) VMware vSphere 5 - Standard Edition, Processor License, 3 Yr. SNS
- (1) VMware vCenter Server 5 - Foundation, 3 Yr. SNS
- (2) Microsoft Word 2007 (Production and Test)

VIRTUAL MACHINE SPECIFICATIONS

SPECIFICATIONS

Aegis Application Server

- 4 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit

Database Server

- 4 vCPUs
- 12GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit
- SQL Server 2008 R1 - Standard Edition, 64-Bit

GIS Server (Pending ESRI 10.1 Release)

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R2 - Standard Edition, 64-Bit

Enterprise Security Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R1 (SP2) or Windows Server 2008 R2, 64-Bit
- Microsoft Internet Information Services (IIS) 7.0
- Microsoft .NET Framework 3.5
- SQL Server 2008 Client Tools

Mobile Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit

Aegis Link Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit

Aegis Test/Training Server

- 2 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (File Storage)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit

Mobile Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R1 (SP2) - Standard Edition, 64-Bit

VMware vCenter Management Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2008 R2 - Standard Edition, 64-Bit

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (**New World**) and **Vestavia Hills, AL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 10/1/13 to (end date) 9/30/18.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- (g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. <i>Aegis</i> ® Computer Aided Dispatch (CAD)	18
2. <i>Aegis</i> ® Law Enforcement Records Software	23
3. <i>Aegis</i> ® Public Safety Interface Software	9
4. <i>Aegis</i> ® Corrections Management Software	12
5. <i>Aegis</i> ® Photo Imaging Software	2
6. <i>Aegis</i> ® Data Analysis/Crime Mapping/Mgt Reporting	1
7. <i>Aegis</i> ® Mobile Management Server Software	3
8. <i>Aegis</i> ® Mobile Software on the RS6000	5
9. <i>Aegis</i> ® Mobile Client Laptop Software	13
10. <i>Aegis</i> ® Mobile Software on the 400 or MSP Server	2
11. <i>Aegis</i> ® Aegis Link Software	7
12. <i>Aegis</i> ® ESRI Embedded Applications - New	2

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
10/1/2013 to 9/30/2014	\$73,418	9/15/2013
10/1/2014 to 9/30/2015	\$77,825	9/15/2014
10/1/2015 to 9/30/2016	\$82,495	9/15/2015
10/1/2016 to 9/30/2017	\$87,445	9/15/2016
10/1/2017 to 9/30/2018	\$92,690	9/15/2017

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Vestavia Hills, AL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Vestavia Hills, AL

Licensed Application Software

At December, 2012

1. **Aegis® Computer Aided Dispatch (CAD)**
 - Combined LE/Fire/EMS CAD MSP
 - Base
 - CAD Messaging Module
 - Call Scheduling Module
 - Call Stacking Module
 - Dispatch Questionnaire Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Interface to Aegis® Law Enforcement Records Module
 - Interface to Aegis® Fire Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendation Module
 - CAD Mapping MSP
 - Briefing Notes CAD MSP (Includes BOLOs)
 - CAD AVL Playback MSP
2. **Aegis® Law Enforcement Records Software**
 - LE Records Multi-Jurisdictional Base MSP
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
 - LE Records Federal & State Compliance MSP
 - Case Management MSP
 - Property Room Bar Coding MSP
 - Career Criminal Registry MSP
 - Narcotics Management MSP
 - Equipment Tracking MSP
 - Vehicle Tracking MSP
 - Gang Tracking MSP

Vestavia Hills, AL

Licensed Application Software
At December, 2012

- 3. Aegis® Public Safety Interface Software**
 - State/NCIC Interface MSP
 - On-Line CAD Interface to State/NCIC MSP
 - E-911 Interface MSP
 - Priority Dispatch ProQA for EMD Interface MSP
 - CAD Pager Interface MSP
 - Livescan Interface MSP
 - Fire Records Interface MSP
 - Ticket Writer Interface MSP
 - On-Line Impounds Interface to State/NCIC MSP
- 4. Aegis® Corrections Management Software**
 - Corrections Management Base MSP
 - Base
 - Interface to Aegis® Law Enforcement Records Module
 - Bookings Module
 - Custody Tracking Module
 - Inmate Classification Module
 - Inmate Property Tracking Module
 - Inmate Tracking and Processing
 - Federal & State Corrections Compliance MSP
 - Base
 - Federal and State Corrections Reporting Module
 - FBI Fingerprint Card Module
 - State Fingerprint Card Module
 - Bar Coding MSP
- 5. Aegis® Photo Imaging Software**
 - Digital Imaging MSP
 - Public Safety Mug Shots/Line-Ups MSP
 - Digital Imaging
- 6. Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
 - Analysis Base With Two Applications
- 7. Mobile Management Server Software**
 - Field Reporting Server
 - Field Reporting Data Merge
 - Base CAD/NCIC/Messaging
- 8. Mobile Software on the RS6000**
 - Base Message Switch to NCIC
 - RS/6000 State/NCIC Interface
 - New World CAD Interface for Aegis/MSP
 - Mobile Upload Software
 - AVL Interface

Vestavia Hills, AL

Licensed Application Software

At December, 2012

9. Mobile Client Laptop Software

- LE State/NCIC via Switch 19 User(s)
- Drivers License Mag Stripe Reader Interface 19 User(s)
- LE Field Reporting 22 User(s)
- LE Accident Field Reporting 22 User(s)
- Mobile Upload of Field Reports 22 User(s)
- LE CAD Via Switch 19 User(s)
- LE Accident Field Reporting Compliance 22 User(s)
- LE Field Reporting Compliance 22 User(s)
- Mugshot Images Download 19 User(s)
- In Car Mapping 16 User(s)
- New World AVL 19 User(s)
- Ticket Writer Interface 13 User(s)
- State Photo Download 19 User(s)

10. Mobile Software on the 400 or MSP Server

- AVL CAD Interface
- MDT/MCT Base CAD/RMS Interface

11. Aegis® Aegis Link Software

- JL Consolidated Search Server
- JL Interface Operability Engine
- JL Additional ORI - Birmingham, AL (New World)
- JL Additional ORI - Hoover, AL (New World)
- JL Additional ORI - Mountain Brook, AL (New World)
- JL Additional ORI - Vestavia Hills, AL (New World)
- JL Additional ORI - Jefferson County, AL (New World)

12. Aegis® ESRI Embedded Applications

- Mobile In-Car Mapping Integration
- ArcGIS Standard Enterprise Server Integration



February 5, 2013

<p>Attention: Chief Dan Rary Vestavia Police Department 513 Montgomery Highway Vestavia Hills, AL 35216</p>	and	<p>Chief Jim Roberson Homewood Police Department 1833 29th Avenue South Homewood, AL 35209</p>
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Subject: Letter of Understanding (LOU) Regarding Standard Software License and Services Agreement

Whereas, New World Systems (“New World”) and Homewood/Vestavia, AL (“Customer”), collectively the “Parties”, are engaged in a project under the Standard Software License and Services Agreement dated September 22, 2008 (the “Agreement”), and in mutual consideration for making changes to the delivery of Licensed Standard Software, the Parties hereby agree as follows:

1. Upon execution of the Additional Services Agreement dated February 5, 2013 (attached), Homewood and Vestavia shall become separate customers each remaining bound by the Terms and Conditions of the 2008 Agreement.
2. Both Parties agree that the attached Exhibit 1 is an accurate account of current Aegis Licensed Standard Software licensed to each entity.
3. Each Party agrees to sign their respective Standard Software Maintenance Agreement (attached) and abide by the terms and conditions therein.

The Parties hereby confirm their acceptance of this LOU by their respective signatures below. Unless otherwise modified by this LOU, the Terms and Conditions of the September 22, 2008 Agreement shall continue to apply and govern the interpretation of this Letter of Understanding, including any terms contained herein. Such Terms and Conditions shall also govern any dispute that may result from this Letter of Understanding.

NEW WORLD SYSTEMS® CORPORATION
(New World)

Signature: _____

Name: Larry Leinweber

Title: President

Date: _____

VESTAVIA POLICE DEPARTMENT, AL
(Customer)

Signature: _____

Name:

Title:

Date: _____

HOMEWOOD POLICE DEPARTMENT, AL
(Customer)

Signature: _____

Name:

Title:

Date: _____

Exhibit 1

Aegis MSP Software	Contract Date	Units	Current SSMA 2012-2013	Proposed Vestavia PD		Proposed Homewood PD	
				Units	SSMA	Units	SSMA
Computer Aided Dispatch (CAD)			\$ 26,951.00		\$ 13,475.50		\$ 13,475.50
Combined LE/Fire/EMS CAD MSP	9/26/2008	8		3		5	
Additional LE CAD MSP View/Inquiry Users	9/26/2008	5		0		5	
Briefing Notes CAD MSP (includes BOLOs)	9/26/2008	1		1		1	
CAD AVL Playback MSP	9/26/2008	1		1		1	
CAD Mapping MSP	9/26/2008	1		1		1	
CAD Pager Interface MSP	9/26/2008	1		1		1	
E-911 Interface MSP	9/26/2008	1		1		1	
Fire Records Interface MSP	12/31/2008	1		1		1	
Priority Disatch ProQA for EMD Interface MSP	9/26/2008	1		1		1	
Law Enforcement Records Software			\$ 27,297.00		\$ 13,648.50		\$ 13,648.50
LE Records Federal & State Compliance MSP	9/26/2008	1		1		1	
LE Records Multi-Jurisdictional Base MSP	9/26/2008	24		9		15	
Career Criminal Registry MSP	9/26/2008	1		1		1	
Case Management MSP	9/26/2008	1		1		1	
Equipment Tracking MSP	9/26/2008	1		1		1	
Gang Tracking MSP	9/26/2008	1		1		1	
Narcotics Management MSP	9/26/2008	1		1		1	
Property Room Bar Coding MSP	9/26/2008	1		1		1	
Ticket Writer Interface MSP	9/26/2008	1		1		1	
Vehicle Tracking MSP	9/26/2008	1		1		1	
Public Safety Interface Software			\$ 5,564.00		\$ 2,782.00		\$ 2,782.00
On-Line CAD Interface to State/NCIC MSP	9/26/2008	1		1		1	
On-Line Impounds Interface to State/NCIC MSP	4/30/2012	1		1		1	
State/NCIC Interface MSP	9/26/2008	1		1		1	
Corrections Management Software			\$ 8,694.00		\$ 4,347.00		\$ 4,347.00
Corrections Management Base MSP	9/26/2008	6		3		3	
Federal & State Corrections Compliance MSP	9/26/2008	1		1		1	
Bar Coding MSP	9/26/2008	1		1		1	
Livescan Interface MSP	9/26/2008	1		1		1	
Photo Imaging Software			\$ 2,608.00		\$ 1,304.00		\$ 1,304.00
Digital Imaging MSP	9/26/2008	1		1		1	
Public Safety Mug Shots/Line-Ups MSP	9/26/2008	1		1		1	
Data Analysis/Crime Mapping/Mgt Reporting			\$ 3,477.00		\$ 1,738.50		\$ 1,738.50
Analysis Base With Two Applications	9/26/2008	1		1		1	
Mobile Software			\$ 2,869.00		\$ 1,434.50		\$ 1,434.50
Mobile Management Server Software			\$ 2,869.00		\$ 1,434.50		\$ 1,434.50
Base CAD/NCIC/Messaging	9/26/2008	100		30		70	
Field Reporting Data Merge	9/26/2008	100		30		70	
Field Reporting Server	9/26/2008	100		30		70	
Mobile Software on the RS6000			\$ 20,691.00		\$ 10,345.50		\$ 10,345.50
Base Message Switch to NCIC	9/26/2008	100		30		70	
RS/6000 State/NCIC Interface	9/26/2008	100		30		70	
New World CAD Interface for Aegis/MSP	9/26/2008	100		30		70	
Mobile Upload Software	9/26/2008	100		30		70	
AVL Interface	9/26/2008	100		30		70	
Mobile Client Laptop Software			\$ 32,602.00		\$ 16,301.00		\$ 16,301.00
Drivers License Mag Stripe Reader Interface	9/26/2008	51		19		32	
Fire CAD via Switch (Messaging)	12/31/2008	21		0		21	
	12/31/08						
In Car Mapping	8/31/09	37		16		21	
In-Car Routing (Fire CAD Units Only)	12/31/2008	21		0		21	
LE Accident Field Reporting (includes 10 In-Station)	9/26/2008	61		22		39	
LE Accident Field Reporting Compliance (includes 10 In-Station)	9/26/2008	61		22		39	
LE CAD Via Switch	9/26/2008	51		19		32	
LE Field Reporting (includes 10 In-Station)	9/26/2008	61		22		39	
LE Field Reporting Compliance (includes 10 In-Station)	9/26/2008	61		22		39	
LE State/NCIC via Switch	9/26/2008	51		19		32	
Mobile Upload of Field Reports (includes 10 In-Station)	9/26/2008	61		22		39	
Mugshot Images Download	9/26/2008	51		19		32	

	9/26/2008					
New World AVL	12/31/08	72	19		53	
State Photo Download	9/26/2008	51	19		32	
Ticket Writer Interface	9/26/2008	26	13		13	
Mobile Software on the MSP Server				\$ 3,478.00	\$ 1,739.00	\$ 1,739.00
AVL CAD Interface	9/26/2008	100	30		70	
MDT/MCT Base CAD/RMS Interface	9/26/2008	100	30		70	
Aegis Link Software				\$ 7,996.00	\$ 3,998.00	\$ 3,998.00
JL Additional ORI - Birmingham, AL (New World)	9/26/2008	1	1		1	
JL Additional ORI - Hoover, AL (New World)	9/26/2008	1	1		1	
JL Additional ORI - Jefferson County, AL (New World)	9/26/2008	1	1		1	
JL Additional ORI - Mountain Brook, AL (New World)	9/26/2008	1	1		1	
JL Additional ORI - Vestavia Hills, AL (New World)	9/26/2008	1	1		1	
JL Consolidated Search Server	9/26/2008	1	1		1	
JL Interface Operability Engine	9/26/2008	1	1		1	
ESRI Embedded Applications - New				\$ 4,608.00	\$ 2,304.00	\$ 2,304.00
ArcGIS Standard Enterprise Server Integration	9/26/2008	1	1		1	
	12/31/08					
Mobile In-Car Mapping Integration	8/31/09	37	16		21	
Mobile In-Car Routing Integration (Fire Mobile Units Only)	12/31/2008	21	0		21	
Total Current Billing Amount		\$ 146,835.00		\$ 73,417.50		\$ 73,417.50

Notes:

1. SSMA will remain unchanged after even 50-50 split between Vestavia and Homewood.
2. Vestavia PD licenses currently in use: CAD-3, LERMS-6, Corrections-2, Mobile/Field Reporting-16, In-Station Field Reporting-2, AVL/In-Car Mapping-16.
3. Homewood PD licenses currently in use: CAD-4, CAD View/Inquiry-5LERMS-15, Corrections-3, Mobile/Field Reporting-29, In-Station Field Reporting-6, AVL-29.
4. Homewood FD licenses currently in use: Fire Records Interface, Fire Mobile/AVL/In-Car Mapping/In-Car Routing-21.

Danny Rary

From: Broady, Vesta <vesta.broady@newworldsystems.com>
Sent: Monday, February 18, 2013 10:08 AM
To: Tim Holcomb
Cc: Danny Rary
Subject: Contract Status Update

Tim,

Just to update you....

*Scott is working on the hardware contract for me now, and I will have the updated service agreement including hardware to you today. I confirmed that you definitely need your own AJL server, and also confirmed that the hardware quote previously provided did include an AJL server. So we don't expect the hardware cost to increase. Just note that you will need to make sure you have a VPN setup to the other agencies in order to use AJL.

*I have spoken with the Systems Assurance and Interfaces teams. If the service agreement is signed immediately, there is currently room on the schedule to get your server build done in March/April. The interfaces team has availability in May and sooner as well. Our conversion team will handle the scripts to remove the Homewood data from the MSP database for testing on your new servers.

Vesta

Hope to see you in Scottsdale!



Vesta Broady

Aegis Customer Care Manager

New World Systems

888 W. Big Beaver, Suite 600

Troy, MI 48084

Office: 248-269-1000 x1413

Mobile: 614-517-3146

Fax: 248-434-3413

Email: vesta.broady@newworldsystems.com



PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

February 20, 2013

By Hand Delivery

City Manager Randy Robertson
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Additional Services and Third Party Hardware Agreement
Between New World Systems Corporation and the City of Vestavia Hills, Alabama

Dear Mr. Robertson:

On February 19, 2013, City Clerk Rebecca Leavings sent to me via electronic mail a proposed Additional Services and Third Party Hardware Agreement by and between New World Systems Corporation and the City of Vestavia Hills, Alabama ("Agreement") with a request that I review the same and provide you with my written legal opinion. The purpose of this letter is to comply with that request.

I. FACTS

On September 22, 2008, New World Systems Corporation ("New World"), the City of Homewood, Alabama ("Homewood") and the City of Vestavia Hills, Alabama ("Vestavia") entered into a Software License and Services Agreement. Homewood and Vestavia now wish to become separate customers of New World. In order to accomplish that, it is necessary that Vestavia and New World execute and deliver the proposed Additional Services and Third Party Hardware Agreement.

If approved, the City of Vestavia Hills will be required to pay a one-time project cost in the amount of \$154,000.00, which consists of the following expenses:

A.	Implementation Services	\$ 69,500.00
B.	Third Party Products and Services	<u>84,500.00</u>
		\$154,000.00.

In addition, the City of Vestavia Hills will be required to pay an amount estimated to be approximately \$13,500.00 for travel expenses for nine (9) contemplated trips by representatives of New World to the City of Vestavia Hills for training. All of the terms, provisions and conditions of the Software License and Services Agreement will remain in full force and effect.

It is my understanding from Vestavia Hills Police Chief Dan Rary and Assistant Police Chief Tim Holcomb that the proposed Additional Services and Third Party Hardware Agreement provides the Vestavia Hills Police Department with exactly what it wants and needs.

II. LEGAL ISSUE ONE

Is the Additional Services and Third Party Hardware Agreement subject to the Alabama Competitive Bid Law?

III. LEGAL OPINION

It is my legal opinion that the Additional Services and Third Party Hardware Agreement is not subject to the Alabama Competitive Bid Law.

IV. BASIS FOR LEGAL OPINION

I base my legal opinion upon the Alabama Competitive Bid Law, which states in pertinent parts as follows:

A. The Alabama Competitive Bid Law applicable to municipalities set forth at Title 41-16-50 (a), *Code of Alabama, 1975*, provides in pertinent parts as follows:

“(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, by or on behalf of any...governing bodies of the municipalities of the state...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.”

B. Title 41-16-51 *Code of Alabama, 1975*, provides a follows:

“§41-16-51. Exemptions—Void contracts—Criminal penalties.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulations, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

V. LEGAL ISSUE TWO

Do the Software License and Services Agreement, dated September 22, 2008, and the proposed Additional Services and Third Party Hardware Agreement meet the requirements of Alabama law?

VI. LEGAL OPINION

It is my legal opinion that the Software License and Services Agreement and the Additional Services and Third Party Hardware Agreement both meet the requirements of Alabama law.

It is my understanding that the City Council will consider the approval of the Additional Services and Third Party Hardware Agreement at its regularly scheduled meeting on Monday, February 25, 2013. I will be happy to answer any questions at that time. In the meantime, should you like to discuss this matter further, please let me know.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand)
Police Chief Dan Rary (by hand)
Assistant Chief Tim Holcomb (by hand)

RESOLUTION NUMBER 4413

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE FIVE (5) CHEVROLET TAHOES FOR THE NEW SCHOOL RESOURCE OFFICERS (SRO'S)

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

1. The City Manager is hereby authorized to purchase five (5) new Chevrolet Tahoes for new School Resource Officers (SRO's) in an amount not to exceed \$132,253.00; and
2. The City Manager is hereby authorized to purchase and install emergency equipment on said vehicles at a cost not to exceed \$26,935.00; and
3. This Resolution Number 4413 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS POLICE DEPARTMENT



To: Mr. Robertson

MEMO

From: Chief Dan Rary

CC: Becky Leavings

Date: 19 Feb 2013

Re: Request for Council agenda

Mr. Robertson,

I am requesting that the following item be placed on the City Councils agenda for 25 Feb 2013 for first read the following.

I am requesting the Council allocate non-budgeted funding for the purchase of five (5) Chevrolet Tahoes for the new SRO's to use in the performance of their duties at the schools.

The total cost for this project will be \$159,188.00 if purchased.

This will come from Capital Purchases.

VESTAVIA HILLS POLICE DEPARTMENT

To: Randy Robertson

MEMO

From: Chief Dan Rary

Date: 19 Feb 2012

Re: Purchase Cost of Chevy Tahoes

CC: Melvin Turner

The costs of purchasing the Chevy Tahoes are as follows.

2013 Alabama State Bid (Capital Chevy)	\$25,619.00
Add Positive Traction	259.60
Spot Lamps	404.80
Dual Batteries	167.20
TOTAL	\$26,450.60

5 Tahoes x 26,450.60 = **\$132,253.00**

Emergency Lighting, prisoner partition & graphics each	\$5,387.00
--	------------

5 Tahoes x 5,387.00= **\$26,935.00**

TOTAL \$159,188.00

The cut off for ordering Tahoes from Chevrolet is 4 April. The delivery is 6-8 weeks from order.

This would come from Capital Purchases.

RESOLUTION NUMBER 4415

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AN AGREEMENT WITH STEPHEN R. MONK, OF
BRADLEY, ARANT, BOULT, CUMMINGS, LLP**

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

1. The Mayor and City Manager are hereby authorized to enter into an agreement with Stephen R. Monk of the law firm Bradley, Arant, Boult Cummings LLP for legal services for the purchase and development of the property located at 1034 Montgomery Highway as a new municipal complex; and
2. A copy of said agreement is attached to and incorporated into this Resolution Number 4415 as though written fully therein; and
3. This Resolution Number 4415 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
—
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

February 22, 2013

Via Electronic Mail

City Manager Randy Robertson
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Engagement/Conflict Letter, dated February 7, 2013, from Bradley Arant
Boult Cummings LLC

Dear Mr. Robertson:

You furnished me with a copy of an Engagement/Conflict Letter, dated February 7, 2013, from attorney, Stephen R. Monk, setting forth the basis upon which the law firm of Bradley Arant Boult Cummings LLP will represent the City of Vestavia Hills in various real estate matters with a request that I review the same and offer my comments.

The letter accurately states the basis of a good attorney-client relationship and I recommend its approval. Steve did masterful work on the Lifetime, Northport and Medvest projects at Patchwork Farm and I welcome his good counsel regarding other real estate matters.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (via electronic mail)



Stephen R. Monk
Partner
Direct: (205) 521-8429
Fax: (205) 488-6429
smonk@babc.com

February 7, 2013

Mr. Randy Robertson, City Manager
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

RE: Relocation of City Hall

Dear Randy:

We are pleased that you have asked this firm to represent the City of Vestavia Hills, Alabama in connection with the matter we have been discussing. If at any time you have any questions or there is some action on our part that will better suit your needs, please contact us promptly. We want you to be sully satisfied with the legal services provided by us.

In our experience, a clear understanding, early in the representation, of the scope of the engagement and the fee arrangement assists both of us to establish a positive professional relationship and helps each of us avoid misunderstandings. It is thus often best to reduce these matters to writing. Accordingly, this letter and the attached printed General Provisions outline the basic scope of this engagement and the fee arrangement.

Scope of Employment

Our client in this matter will be the City of Vestavia Hills, Alabama (the "City" or "you") and we will advise the City in connection with, and the scope of our engagement and duties to the City shall relate solely to, the possible purchase by the City from Vestavia Plaza, LLC of the old "Food World" building and property in Vestavia Hills, Alabama, which will be redeveloped by the City for a new City Hall. The scope of our representation may be limited or expanded at your request from time to time, provided that any substantial expansion must be agreed to by us. You understand that we are not your general counsel and that the acceptance of this engagement does not involve representation of related entities, and our representation of you is limited to the matter described in this letter.

In performing our services we understand you will provide all information necessary for us to perform the requested legal services.

Delegation

During the course of our engagement, we will assign this project to professionals in our office who we believe can successfully accomplish the results you desire. I will be primarily responsible for the work on this matter, though I intend to use other partners, associates and legal

assistants where appropriate. If you request, we will advise you of the names of the persons who are or will be working on your matter.

Fees

We suggest that the fee arrangement be on an hourly basis for the attorneys and legal assistants working on your matter. We customarily charge for time in ¼ hour increments. Our hourly rates vary depending on the experience level of the attorneys and legal assistants involved and are subject to periodic adjustment. My current hourly rate is \$420.00. We expect to utilize associates, or more junior partners, with lower hourly rates to do as much of the work as possible.

If requested, we will provide an estimate of the legal costs. Such estimate is not binding and is intended only to assist you in planning and budgeting, is subject to periodic revision and is not to be regarded as a guarantee of legal costs.

Disbursements

You will be expected to reimburse us for the expenses such as copy charges, computer assisted research, delivery and courier services, secretarial overtime, filing fees, travel expenses, and other costs reasonably incurred. Depending on the nature of the expense, the Firm may ask that certain out-of-pocket charges be billed to you and paid directly by you. Please see the General Provisions section for additional information on these matters.

Billing

Our billings will normally be monthly and will be due upon receipt. If you have any questions about any billing, please contact us immediately.

Conflicts and Possible Adverse Representations

We have made a conflicts check and are not presently aware of any conflicts. As we have discussed, we are a relatively large law firm, and we represent many other companies and individuals in a variety of matters. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City. In particular, our representation of our clients could include representation of those clients in audits and appeals involving state and local sales, use, rental, lodging and other tax issues across the state. It is possible that during the time that we are representing the City, some of our present or future clients will have disputes or transactions with the City involving tax audits, tax abatement requests, zoning issues as well as other tax-related matters. You have agreed that this firm may continue to represent or may undertake in the future to represent other clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. We agree, however, that your prospective consent to conflicting representations shall not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such

other client of ours, could be used in any such other matter by such other client to your material disadvantage. You have also agreed that our representation of you will not preclude us from undertaking any matter for a new client that may be adverse to you, or a related entity, so long as the conditions set forth in the preceding sentence regarding confidentiality of information provided or made available to us in the matter described in this letter have been met. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Termination of Engagement

Following termination of our engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you; our own files, including lawyer work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

Our attorney-client relationship will be considered terminated upon our completion of specific services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so.

While we would prefer to have a signed copy of this letter in our file before beginning work on this matter, we will, of course, begin work earlier if circumstances require. Accordingly, the performance of services with your knowledge will be considered consent to the terms of the letter until or unless we hear to the contrary from you.

Bradley Arant Boult Cummings LLP

By: _____



ACCEPTED:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Title: _____

CONFIDENTIAL

BRADLEY ARANT BOULT CUMMINGS LLP

ENGAGEMENT LETTERS: GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Bradley Arant Boult Cummings LLP and our clients:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the applicable rules of professional conduct. Such fees will be based primarily on our hourly billing rates; there is a different billing rate for each attorney, depending generally on that attorney's experience and years of practice, and these rates are adjusted from time to time by the firm. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or clients, counsel for other parties, witnesses, consultants, and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; preparation of letters, agreements, prospectuses, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. In an effort to reduce legal fees, as appropriate we utilize junior lawyers and legal assistant personnel. Time devoted by legal assistants to client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the firm. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be reimbursed for costs and expenses incurred in performing services such as copy costs, messenger and delivery service, secretarial overtime, Westlaw and Lexis-Nexis research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), court costs and filing fees. We use unit rates or similar charges for some expenses, such as copy(ies) (10 cents per page). For such items, the amount charged approximates our cost as closely as possible. We do not charge for routine incoming or outgoing facsimiles or for long distance phone calls. Items of a non-routine nature such as, but not limited to, conference calls and telephone interviews will be charged at the actual cost to the firm as submitted by the carrier. We have negotiated favorable rates with Westlaw and Lexis-Nexis for the majority of their databases. Client charges for research performed in Westlaw and

Lexis-Nexis are designed to recoup the aggregate cost to the firm for Westlaw and Lexis-Nexis. Unless special arrangements are made at the outset, fees and expenses of others (such as outside copy services, experts, investigators, witnesses, consultants and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time furnish estimates of fees or costs that we anticipate will be incurred, these estimates are by their nature inexact, are subject to periodic review and revision, and are not binding except to the extent expressly set forth in the engagement letter.

4. Fees and expenses will be billed monthly and are payable upon presentation. We expect payment within 30 days. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

ORDINANCE NUMBER 2437

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2420
AUTHORIZING AND DIRECTING THE PURCHASING AND
CLOSING OF THE SALE OF REAL ESTATE.**

THIS ORDINANCE NUMBER 2437 is considered, approved, enacted and adopted on this the 11th day of March, 2013 to amend Ordinance Number 2420 adopted and approved on November 5, 2013 in its entirety as follows:

WITNESSETH THESE RECITALS

WHEREAS, municipalities in Alabama have the legal authority to acquire real estate by purchase pursuant to Title 11-40-1, *Code of Alabama, 1975*; and

WHEREAS, the City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the purchase by the City of the hereinafter described real property (the “Property”) will promote the health, safety and general welfare of the City; and

WHEREAS, Title 11-47-5, *Code of Alabama, 1975*, reads as follows:

“Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality;” and

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

1. PROMOTION OF PUBLIC WELFARE: The City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the purchase by the City of the hereinafter described real property and improvements (the “Property”) will promote the health, safety and general welfare of the City.

2. **CONTRACT FOR PURCHASE OF REAL ESTATE:** The purchasing and closing of the sale of the Property shall be completed all in accordance with the terms, provisions, conditions and limitations of a written Real Estate Sales Contract (the “Contract”) negotiated by the City Manager and City Attorney and ultimately considered for acceptance and approval by the City Council at this regularly scheduled public meeting.

3. **TERMS OF CONTRACT:** The written Real Estate Sales Contract specifically includes, but not be limited to, the following terms, provisions, conditions and limitations:

- A. **SELLER:** Southpace Properties, Inc.
- B. **PURCHASER:** The City of Vestavia Hills, Alabama, a municipal corporation.
- C. **PURCHASE PRICE:** One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00).
- D. **EARNEST MONEY:** None.
- E. **PAYMENT OF PURCHASE PRICE:** In cash at closing.
- F. **THE PROPERTY:**
 - 1. **Street Address:** 1034 Montgomery Highway.
 - 2. **Located In:** Vestavia Hills Shopping Center.
 - 3. **Formerly Occupied By:** Food World Grocery Store.
 - 4. **Map of Property:** Attached hereto as Exhibit A.
 - 5. **Legal Description:** To be furnished by Seller upon completion of survey.
 - 6. **Curtilage:** The Property includes the present “Big Box” building and the real estate surrounding it as shown on the survey.
- G. **TITLE INSURANCE:** To be furnished by Seller at Seller’s expense.
- H. **SURVEY:** To be furnished by Seller at Seller’s expense.
- I. **USE OF PROPERTY:** Municipal Center, City Hall or other municipal purposes determined by the City. Seller shall warrant to City in writing that the Property can be used for said purposes.
- J. **CONDITION OF PROPERTY:** “As is” condition with all faults.

K. PARKING SPACES: Seller shall provide perpetual cross parking easements to the extent that there shall be one parking space per 200 square feet in the building on the property.

L. CONVEYANCE: By Warranty Deed.

M. BROKER COMMISSION: None.

N. ATTORNEY FEES: Each party shall pay its own attorney fees for legal services rendered in connection with the sale, purchase and closing.

O. RESURVEY: To be completed by both Seller and Purchaser.

P. OPERATING AGREEMENT (REGARDING ACCESS, PARKING, LANDSCAPING AND LIGHTING):

1. Vestavia Plaza, LLC: 60%
2. City of Vestavia Hills: 40%

Q. UTILITIES: Vestavia Plaza, LLC will cooperate with City regarding installation of new connections for:

1. Sewer.
2. Water.
3. Utility.

R. CONTINGENCY:

1. Subdivision approval.

S. EASEMENTS AND RIGHTS-OF-WAY: Vestavia Plaza, LLC will grant to City any and all easements and rights of way for the maintenance and installation of utilities.

T. RIGHT OF REFUSAL: Seller grants to Purchaser a right of first refusal to purchase the remaining property of Seller lying south and east of Subject Property. In the event Seller receives a bona fide offer for the purchase of Seller's remaining property, Seller shall immediately provide a true and correct copy of any such offer to Purchaser, and Purchaser shall have a period of ten business days from receipt of such offer to accept the purchaser Seller's remaining property on the same terms and conditions as are contained in the offer.

U. LENDER APPROVAL: Lender shall furnish to the City in writing:

1. That is approves the sale of the property to the City; and
2. That there is no timeline or deadline whatsoever for the City to begin construction on any improvement on the property; and
3. The City may develop and use the property for public purposes, specifically including but not limited to a new City Hall; and
4. City may sell the property to another party.

5. **CONTRACT:** A copy of the proposed contract is attached to and incorporated into this Ordinance Number 2437 as though written fully therein.

9. **POSTING OF ORDINANCE NUMBER 2437:** If the City Council approves, enacts and adopts Ordinance Number 2437, as amended, then in such event, said Ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

10. **EFFECTIVE DATE OF ORDINANCE NUMBER 2437:** Ordinance Number 2437 shall become effective five (5) days after posting in accordance with Title 11-45-8(3), *Code of Alabama, 1975*.

11. **CLOSING DATE:** The Real Estate Sales Contract shall be closed after the effective date of Ordinance Number 2437 on a date mutually agreed upon by Seller and Purchaser.

DONE, ORDERED, APPROVED and ADOPTED, this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

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 # 2437 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 11th day of March, 2013 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

SOUTHPACE PROPERTIES, INC
300 Richard Arrington, Jr. Boulevard, North
Suite 900, Title Building
Birmingham, Alabama 35203
(205-326-2222)

February __, 2013

GENERAL SALES CONTRACT The Undersigned Purchaser(s) City of Vestavia Hills, Alabama, whose address is 513 Montgomery Highway, Vestavia Hills, Alabama 35216, Attention: Mr. Randy Robertson, City Manager, hereby agrees to purchase and the Undersigned Seller Southpace Properties, Inc. whose address is 300 Richard Arrington Jr. Blvd. North, Suite 900, Birmingham, AL 35203, Attn: Mr. John Lauriello, hereby agrees to sell the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances, situated in the City of Vestavia County of Jefferson, Alabama, on the terms stated below:
Address 1034 Montgomery Highway, Vestavia Hills, AL 35216 and described as:

See Attached Site Plan/Exhibit A (collectively, the "Property").

1. **THE PURCHASE PRICE:** shall be \$ 1,150,000.00 which shall be payable as follows:

Earnest Money (the "Earnest Money")\$ 10,000.00

Cash on closing this sale. \$ 1,140,000.00

Total..... \$ 1,150,000.00

2. **TITLE INSURANCE:** The Seller agrees to furnish the Purchaser within 15 days after the Effective Date a standard owner's title insurance commitment for the issuance of an owner's title insurance policy, issued by a company qualified to insure titles in Alabama in the amount of the purchase price, showing Seller has fee simple title to the Property, together with the documents relating to exceptions to title referred to therein ("Title Commitment"). Purchaser shall notify Seller of any unacceptable liens, encumbrances, restrictions, or other defects or matters ("Title Objections") on or before the expiration of the Inspection Period; provided, however, that Purchaser shall not be required to provide any written notice of any Existing Mortgages and Subsequently-Created Title Matters, as herein defined, and Seller shall, at Seller's sole cost and expense, and subject to the Addendum in the case of the existing first mortgage, remove or eliminate on or prior to the closing, any and all Existing Mortgages and Subsequently-Created Title Matters. As used herein, the term "Existing Mortgages and Subsequently-Created Title Matters" means and refers to all mortgages, liens (other than the lien for ad valorem taxes not yet due), judgments or other encumbrances encumbering the Property which can be removed or eliminated by the payment of a fixed sum of money and any matters of title created or allowed to be created by Seller on the Property at any time after the effective date of the owner's title insurance commitment delivered to Purchaser. Except for any Existing Mortgages and Subsequently-Created Title Matters, in the event that Purchaser fails to notify Seller of any Title Objections within said time period, Purchaser shall be deemed to have accepted such title and all matters contained therein shall be deemed to be "Permitted Encumbrances". In the event that Purchaser does provide Title Objections within said time period, within five (5) days following Purchaser's delivery of the Title Objections, Seller shall elect (by written notice to Purchaser) to cure or decline to correct such Title Objections. If Seller advises Purchaser that Seller is unwilling or unable to correct any or all Title Objections or if Seller fails to respond, within five (5) days thereafter, Purchaser may elect to terminate this Agreement by giving written notice to Seller, at which time the Earnest Money shall be returned to Purchaser. In the event that Purchaser fails to provide such notice during such time, Purchaser shall be deemed to have accepted such title and such matters shall be deemed to be "Permitted Encumbrances". At closing, Seller shall pay for the owner's title insurance policy ("Owner's Policy") to be issued by the Title Company pursuant to the Title Commitment which shall contain references to the Permitted Encumbrances. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser provided the mortgagee is not the Seller. Purchaser shall pay for any special endorsements required by Purchaser or Purchaser's lender.

3. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of real estate similar to the Property, including all ad valorem taxes, escrow deposits, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the Closing Date, and any advance escrow deposits held by Mortgagees shall be credited to Seller. The cost of recording the deed shall be paid by the Purchaser. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL TAXES ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE..

4. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered (the "closing") at 10:00 a.m. Central Daylight Savings Time on June 3, 2013 (the "Closing Date") except the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. Possession, subject to any existing leases on the property, is to be given on delivery of the deed unless otherwise agreed to herein.

5. **CONVEYANCE:** The Seller agrees to convey said Property to the Purchaser by Statutory warranty deed free of all encumbrances, except for mineral and mining rights not owned by Seller and the "Permitted Encumbrances" and except as otherwise herein set out. Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds.

6. **INTENTIONALLY OMITTED.**

7. CONDITION OF PROPERTY: Property is being sold in its present "as is" condition, including ordinary wear and tear to the closing date. Neither Seller nor any Agent makes any representations or warranties regarding condition of the Property except to the extent expressly and specifically set forth herein.

8. INTENTIONALLY OMITTED.

9. HAZARDOUS SUBSTANCES: Seller and Purchaser expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and their respective Agent(s) shall not be held responsible therefor.

10. SELLER WARRANTIES Seller warrants that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that Seller is the fee owner of the Property or is authorized to execute this document for the fee owner. Seller also represents that, to the best of its knowledge, except as may otherwise be expressly disclosed herein, Seller has not released or disposed of any hazardous or toxic waste, substance or material, including without limitation any asbestos or any oil or pesticides (collectively, "Hazardous Substances"), on or about the Property; has not disposed of or arranged for the disposition of any Hazardous Substances from the Property except in compliance with all applicable federal, state or local laws; and no Hazardous Substances exist on the Property or about the Property that threaten the Property. Seller makes no warranty that the Property is suitable for any particular purpose, nor that the Property is in compliance with the requirements of the Americans with Disabilities Act. **THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.**

11. EARNEST MONEY & PURCHASER'S DEFAULT: The Seller hereby authorizes the _____ (the "Escrow Holder") to hold the earnest money in trust for the Seller in its general non-interest bearing escrow account, pending the fulfillment of this Contract. In the event the Purchaser fails to carry out and perform the terms of this agreement, then, as the sole and exclusive remedy hereunder to Seller, the Earnest Money shall be forfeited as liquidated damages. Said Earnest Money so forfeited shall be divided equally between the Seller and his Broker however Broker will not receive more than the fee that would have been received if the transaction had closed. If this Contract does not close and the Earnest Money is to be turned over to Seller or refunded to Purchaser pursuant to this Contract, Seller and Purchaser agree to execute a written release to the Escrow Holder affirming the proper disposition of the Earnest Money. If either party unreasonably refuses or fails to tender such written release, and in subsequent proceedings it is ruled the Earnest Money does not belong to them, then they shall be liable for all fees and expenses, including attorney fees, incurred by Escrow Holder and/or the other party in connection with their efforts to effect the proper disposition of the Earnest Money. In the event of a dispute between Seller and Purchaser with respect to the Earnest Money, the Escrow Holder shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such legal proceedings as it deems appropriate, and therefore to be discharged from all further duties under this Agreement. Escrow Holder shall be entitled to deduct or recover from the Earnest Money its court costs, reasonable attorney fees and other out-of-pocket expenses related to this interpleader. Seller and Purchaser agree to indemnify and hold harmless the Escrow Holder against any and all losses, claims, damages, liabilities, and expenses, including without limitation, attorney's fees and expenses, incurred by it in connection with its acceptance of this appointment as Escrow Holder. Purchaser and Seller agree that "Escrow Holder" shall not be required to deposit Purchaser's earnest money check until this Contract has been accepted and signed by all parties. If Purchaser's Earnest Money check is returned by a financial institution as unpaid, Seller shall have the right to void this Agreement and neither party shall have any further obligation to the other.

12. DISCLAIMER: Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to (i) the legal or tax consequences of this Contract and the sale, purchase or ownership of the Property, (ii) the structural condition of the Property, including condition of the roof and basement; (iii) construction materials; (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances; (v) the availability of utilities or sewer service; (vi) the character of the neighborhood; (vii) the investment or resale value of the Property; (viii) the existence of any hazardous or toxic waste, substance, or material, including without limitation any asbestos or any oil or pesticides; (ix) any state of facts which would be disclosed by an accurate survey of the Property; or (x) any other matters affecting their willingness to sell or purchase the Property on the terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

13. SELECTION OF ATTORNEY: Each party shall be responsible for its own attorneys' fees and expenses.

14. SURVEY: Purchaser at its expense may elect to obtain a current survey. In the event a current survey is obtained, all easements and other matters shown on the survey shall be Permitted Encumbrances unless objected to in writing prior to the end of the Review Period. If no survey is obtained, any easements and other matters that would be disclosed by a current and accurate survey shall be Permitted Encumbrances. Broker recommends the Purchaser obtain an ALTA Survey.

15. INTENTIONALLY OMITTED.

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Birmingham, Alabama. Any party may, without any inconsistency with this Agreement, seek from a court any interim or provisional relief that is necessary to protect the rights of property of such party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Such arbitration and determination shall be final and binding on the parties, and the parties agree to abide by the arbitration findings. Judgment may be entered upon such determination and award in any court having jurisdiction thereof, and the parties agree that no appeals shall be taken there from. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees in connection with such arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses, court costs, witness fees and attorney's fees.

17. INSURANCE AND RISK OF LOSS: The Seller will keep in force sufficient hazard insurance on the property to protect all interests until sale is closed and the deed delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or

unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this Agreement and receiving a full refund of the Earnest Money or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, any insurance proceeds (for damage to structures, only) otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

18. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.

19. FACSIMILE AND COUNTERPART SIGNATURES: This agreement may be executed in counterparts and by either party or by both parties by telecopy, electronic scanned email documents or facsimile and shall be binding upon the party so executing it upon receipt by the other party of the signature.

20. NOTICE: All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be deemed to have been served on the date mailed by United States registered or certified mail, return receipt requested, with postage prepaid. All such notices and communications shall be addressed to the parties hereto at the respective addresses set forth at page 1 hereof, or at such other addresses as either may specify to the other in writing. If the parties fax number or email addresses are available notice shall be deemed to have been served when sent by one of these methods.

21. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, Agent nor any other sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. Any further changes or modifications to this Agreement must be in writing and signed by the parties hereto.

22. ADDITIONAL PROVISIONS set forth on any attached Addendum, signed and dated by all parties, are hereby made a part of this Contract.

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles governing conflicts of law, except that it is agreed that the provisions of this Agreement relating to arbitration or disputes hereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and, to the extent not in conflict with the Federal Arbitration Act, by the Commercial Arbitration Rules of the American Arbitration Association.

24. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence of this Agreement.

25. "EFFECTIVE DATE" OF CONTRACT: THE "EFFECTIVE DATE" SHALL BE THE DATE ON WHICH THE SECOND PARTY EXECUTES THIS CONTRACT AS SHOWN ON THE SIGNATURE PAGE OR, IF THE CONTRACT INCLUDES SUBSEQUENT CHANGES SIGNED OR INITIALED AND DATED BY THE PARTIES, THE LATEST SUCH CHANGE AS SO SIGNED OR INITIALED AND DATED.

[Remainder of page left intentionally blank]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

SELLER:

SOUTHPACE PROPERTIES, INC.

By: _____

Its: _____

Date of Execution: _____

Witness to Seller's Signature(s)

Witness to Seller's Signature(s)

PURCHASER:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Its: _____

Date of Execution: _____

Witness to Purchaser's Signature(s)

Witness to Purchaser's Signature(s)

Receipt is hereby acknowledged of the earnest money as hereinabove set forth ____ CASH ____ CHECK

Firm: _____

By: _____

ADDENDUM

This Addendum shall supersede and override any and all language in the original General Sales Contract regarding the subject matter contained herein. This Addendum in its entirety is hereby made a part of this General Sales Contract.

1. Purchaser acknowledges that Seller has contracted to purchase the Property from Vestavia Plaza, LLC ("Owner") pursuant to a General Sales Contract having an effective date of even date herewith (the "Prior Agreement"). An unexecuted copy of the Prior Agreement is attached hereto and made a part hereof. Seller and Purchaser contemplate that the closing under this General Sales Contract shall occur either simultaneously with the closing under the Prior Agreement and that Seller shall obtain title to the Property from Owner and simultaneously transfer title to the Property to Purchaser or, if approved by Purchaser, Purchaser shall accept at the closing under this General Sales Contract an assignment of Seller's rights under the Prior Agreement pursuant to which Purchaser will obtain title to the Property from Owner on the terms and provisions set forth in the Prior Agreement and Purchaser shall pay to Seller the difference between the total purchase price for the Property set forth in this General Sales Contract and the total purchase price for the Property set forth in the Prior Agreement.

2. (a) During the period of time beginning on the Effective Date and ending at 5:00 p.m. Central Standard/Daylight Savings Time on the date which is 60 days following the Effective Date (the "Inspection Period"), Purchaser, Purchaser's authorized agents and employees, as well as others authorized by Purchaser, shall have the right, at Purchaser's sole cost and expense, but subject to the rights of all existing tenants of the Seller's Property, as hereinafter defined, to enter upon the Property and conduct such tests, evaluations, inspections, investigations and reviews of the Property (collectively, the "Inspections") as Purchaser may desire. The Inspections may include, without limitation, negotiation and finalization of the COREA, as hereinafter defined, evaluating and/or conducting all architectural, engineering, topographical, geological, survey, floodway, soil, surface, subsurface, environmental, storm water drainage, traffic, utility availability, zoning and subdivision inquiries and otherwise conducting and performing all other tests and evaluations affecting the Property as Purchaser may require. Purchaser covenants and agrees to promptly repair any physical damage to the Property caused by, arising out of or resulting from any of the Inspections. Purchaser does hereby indemnify, agree to defend and hold Seller harmless from and against any and all claims, costs, expenses and liabilities, including reasonable attorneys' fees and expenses suffered, paid or incurred by Seller arising out of or by virtue of (i) any injury or damage to person (including death) or property caused by any act or omission of Purchaser, its agents, employees, representatives or contractors in conducting or performing any of the Inspections, (ii) Purchaser's failure to pay all bills, invoices, costs and other charges relating to the Inspections and (iii) Purchaser's failure to repair and replace any damage to the Property caused by, resulting from or arising out of any of the Inspections. The indemnification obligations of Purchaser set forth herein shall survive the closing or the termination and cancellation of this Agreement.

(b) If, at any time on or before the expiration of the Inspection Period, Purchaser determines, in its sole and absolute discretion, that the results or findings of any of the Inspections or any other matters or things relating to the Property or Purchaser's acquisition of the Property for Purchaser's intended use are unacceptable to Purchaser, then Purchaser shall have the unqualified right, at its option, to cancel and terminate this Agreement upon written notice to Seller given at any time on or before the expiration of the Inspection Period in which event the Earnest Money shall be promptly returned to Purchaser, this Agreement shall be deemed canceled and terminated and, except for the indemnification obligations of

Purchaser set forth in Paragraph 2(a) above, neither party shall have any further obligation or liability to the other hereunder.

3. All of the terms and provisions of Paragraphs 3 through 7, inclusive, set forth in the Addendum to the Prior Agreement (collectively, the "Prior Agreement Addendum") are incorporated herein by reference as if fully set out herein and any and all capitalized terms set forth herein which are not specifically defined herein shall have the same meanings given to such defined terms in the Prior Agreement Addendum . Purchaser and Seller acknowledge and agree that:

- (a) The obligations of Seller (as purchaser) set forth in Paragraph 3 of the Prior Agreement Addendum shall be performed by Purchaser.

- (b) The Purchaser shall negotiate the terms and provisions of the COREA, as provided in Paragraph 4 of the Prior Agreement Addendum directly with the Owner. If, for any reason, the terms and provisions of the COREA are not fully agreed upon by Owner and Purchaser, each in their sole discretion, by the date which is 45 days following the Effective Date set forth in the Prior Agreement, then this General Sales Contract shall automatically terminate as of the Closing Date, the Earnest Money shall be refunded to Purchaser and neither party shall have any further obligation or liability to the other hereunder (other than the indemnification obligations of Purchaser set forth in Paragraph 2 above).

- (c) The obligations of Seller (as purchaser) set forth in Paragraph 5 of the Prior Agreement Addendum shall be performed by Purchaser.

- (d) Purchaser shall have the right to undertake on behalf of Seller (as purchaser) the reviews contemplated by the provisions of Paragraph 6 of the Prior Agreement Addendum.

- (e) Purchaser acknowledges and agrees to the terms and provisions of Paragraph 7 of the Prior Agreement Addendum and, at the closing, shall have the right to require that Seller (as purchaser under the Prior Agreement) transfer and assign to Purchaser, all of Seller's rights (as purchaser under the Prior Agreement) to enforce the terms and provisions of Paragraph 7 of the Prior Agreement Addendum against Owner.

4. Seller and Purchaser represent and warrant to each other that they have not dealt with any broker or sales agent in connection with this transaction. Seller and Purchaser acknowledge and agree that Seller is a licensed real estate broker. Seller and Purchaser each hereby agree to indemnify, defend and hold the other harmless from and against any and all claims, suits, liabilities, judgments and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by the other party as a result of any claim or claims for brokerage commissions, finder's fees or other compensation asserted by any person, firm or corporation in connection with the execution of this General Sales Contract and the consummation of the transactions contemplated by this General Sales Contract.

[Remainder of Page Left Intentionally Blank]

Seller:

SOUTHPACE PROPERTIES, INC.

Date

By: _____
Its: _____

Purchaser:

CITY OF VESTAVIA HILLS, ALABAMA

Date

By: _____
Its: _____

RESOLUTION NUMBER 4416

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE
ADDITIONAL INSPECTION SERVICES FOR THE CONSTRUCTION
OF HEALTHY WAY/PATCHWORK BRIDGE AND INTERSECTION
IMPROVEMENTS**

WHEREAS, on May 14, 2012, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 4297 to authorize Goodwyn, Mills and Cawood to do inspection services for the construction of the Healthy Way/Patchwork Bridge and Intersection Improvements at a cost not to exceed \$41,600.00; and

WHEREAS, the City Engineer in a memorandum dated February 20, 2013 to the City Manager (copy attached) cited construction delays which have resulted in the need of additional inspection services in an amount estimated at \$15,000.00; and

WHEREAS, the City Manager has reviewed the request from the City Engineer and has recommended approval of said additional inspection services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to approve additional inspection services as detailed in the attached memorandum in an amount not to exceed \$15,000.00; and
2. This Resolution Number 4416 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

February 20, 2013

To: Mr. Randy Robertson, City Manager
CC: Rebecca Leavings, Brian Davis
From: Christopher Brady
RE: Goodwyn Mills and Cawood -- Inspection Services for construction of Healthy Way/
Patchwork Bridge and Intersection Improvements

Mr. Robertson,

In May 2012, we entered into an agreement with Goodwyn Mills and Cawood to perform inspection services to assist with oversight and construction of the Patchwork Bridge and Cahaba River Road intersection improvement project (Resolution 4297). At that time, construction was anticipated to be a 6 to 7 month project. GMC's agreement was to perform these services for approximately 27 weeks at a cost of approximately \$41,600, billed at an hourly rate.

Due to project delays, the construction has exceeded the anticipated timeframe. GMC has continued services, but we anticipate exceeding the previously approved budget. With anticipation that construction may not be fully complete until April 2013, we anticipate total costs of these services to be approximately \$56,600, or an additional \$15,000.

Please review and let me know if you have any questions. Based on the timelines identified for the construction and continuation of these services, I would like to recommend immediate Council consideration of this item.

Thank you,
-Christopher




RESOLUTION NUMBER 4297

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GOODWYN, MILLS AND CAWOOD FOR INSPECTION SERVICES FOR THE HEALTHY WAY ROAD/BRIDGE PROJECT

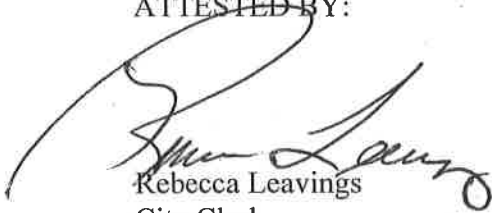
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor is hereby authorized to enter into an agreement with Goodwyn, Mills and Cawood for inspection services for the Healthy Way road/bridge construction project; and
2. A copy of said agreement is attached to and incorporated in this Resolution Number 4297 as though written fully therein; and
3. This Resolution Number 4297 shall become effective immediately upon adoption and approval.


DONE, ORDERED, ADOPTED and APPROVED this the 14th day of May, 2012.


Mary Lee Rice
Council President

ATTESTED BY:


Rebecca Leavings
City Clerk

APPROVED BY:


Alberto C. Zaragoza, Jr.
Mayor



May 7, 2012

Christopher Brady
City Engineer
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Re: Patchwork Farm via: email
Vestavia Hills, AL
Proposal for Part-Time Construction Inspection Services

Dear Christopher:

Thank you for the opportunity to submit a proposal for the Part-Time Construction Inspection Services for the entrance roadway and improvements to Cahaba River Road at the Patchwork Farm development in Vestavia Hills. We have prepared this proposal based on our discussions with you and our professional opinion as to the scope of work that will be required in order to provide construction inspection and oversight of the referenced project. We look forward to working with you throughout this project.

A> PROJECT TEAM:

Construction Inspection: Goodwyn Mills & Cawood, Inc. (GMC)

B> PROJECT SCOPE & SCOPE OF SERVICES:

From our previous conversations and understanding of the infrastructure obligations by the City, we have identified the following primary work items to be addressed in the near term:

PROJECT SCOPE:

GMC understands the scope of the project to be approximately 860 LF of new roadway, including clearing grading, curb and gutter, drainage, base and pave, and a pre- cast bridge structure. Also included is a traffic signal and required improvements to Cahaba River Road.

CONSTRUCTION PERIOD SERVICES:

1. Make visits to the site at intervals appropriate to the various stages of construction as GMC deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. In addition, GMC shall provide the services of a Resident Project Representative (RPR) at the site to assist GMC and to provide more continuous observations of such work. GMC shall not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). GMC's effort will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents, but GMC shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, GMC shall keep OWNER informed of the progress of the work.
2. During such visits and on the basis of such observations, GMC shall have authority to disapprove of or reject Contractor's work while it is in progress if GMC believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a function of the whole as indicated in the contract documents.
3. Issue necessary interpretations and clarifications of the Contract Documents and, act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder; and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of

GOODWYN, MILLS AND CAWOOD, INC.

2701 1st Avenue South, Suite 100
Birmingham, AL 35233
Tel 205.879.4467 Fax 205.879.4493
GMCNETWORK.COM



the work, but GMC shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

4. Conduct a final inspection to determine if the Project is substantially complete and to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that GMC may recommend, in writing, final payments to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable to the best of GMC'S knowledge, information and belief and based on the extent of the services performed and furnished by GMC under this agreement.
5. GMC shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except GMC's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. GMC shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

EXCLUDED SERVICES:

- *As-Built Surveying:* GMC provides these services and will submit a proposal upon request.
- *Construction Management Services:* GMC does not manage the scheduling of construction activities, hire contractors or sub-contractors coordinate the work of contractors or otherwise participate in the management of construction activities. These are the responsibilities of a General Contractor or Construction Management firm, and are specifically excluded from the services we offer.
- *Other services:* not specifically included.

PROJECT SCHEDULE:

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to design your project as defined herein:

	ESTIMATED DURATION:	DEADLINE:
CONSTRUCTION ACTIVITIES: Construction Inspection Services:	Commencing and concurrent with construction for a total 180 days or 26 weeks	Concurrent w/ construction

C> COMPENSATION & FORM OF CONTRACT:

BASIC SERVICES FEES:

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following schedule. We calculate services in one of several manners:

- *Percentage of Construction (%C) fees* which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS) fees* are fixed fees
- *Hourly (H) fees* are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July). We have provided an allowance for anticipated cost of hourly services in the table below.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	UNIT [AREA or ESTIMATED CONST. COST]	BASIC SERVICES FEE		TYPE
		Unit Cost	Value	
CONSTRUCTION ACTIVITIES Construction Inspection Services:	20 hr/wk x 26 wks	x \$80.00/hr	= \$41,600.00	Allow

REIMBURSABLE EXPENSES:



Patchwork Farms - Construction Inspection Services
 Vestavia Hills, AL
 May 7, 2012

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

PAYMENT TERMS:

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and are consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE:

Goodwyn Mills & Cawood Inc. maintains Workmen's' compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate is available upon request.

FORM OF CONTRACT:

We recommend EJCDC E-520 Short Form of Agreement between Owner and Engineer for Professional Services; serve as the basis of our agreement. Through the use of this industry standard document, the contract language and the details of the project delivery method shall be well coordinated.

We will commence work in conjunction with the Contractor's schedule..

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely,
 GOODWYN MILLS AND CAWOOD INC.

J. Coleman Williams, P.E.

Civil Engineering
 Birmingham Division

Cc:
 File

ACCEPTED:	
DATE:	

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

RESOLUTION NUMBER 4417

A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO DEMOLISH THE STRUCTURES ON THE PROPERTY LOCATED AT 3363 MOUNTAINSIDE ROAD

WHEREAS, on October 8, 2012, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4335 to declare the structures on the property located at 3363 Mountainside Drive and to order the demolition of said structures; and

WHEREAS, the Building Safety Official has received proposals for demolition as well as the removal and mitigation of known asbestos materials within the structure and has detailed said proposals in a memorandum to the City Manager dated February 20, 2013; a copy of which is attached to and incorporated into this Resolution Number 4417 as if written fully therein; and

WHEREAS, the Building Official has reviewed the proposals and recommended the acceptance of Slate Barganier Building for the demolition of the structure at a cost not to exceed \$9,850.00 and the acceptance of the proposal from Lakeshore Environmental Contractors for mitigation and removal of known asbestos materials at a cost not to exceed \$4,250.00; and

WHEREAS, the City Manager has reviewed the recommendations of the Building Safety Official and has recommended approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA:

1. The City Manager is hereby authorized to take all actions and execute all documents necessary to demolish and remove the structures on the property located at 3353 Mountainside Road at a total cost not to exceed \$14,100.00; and
2. This Resolution Number 4417 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS BUILDING SAFETY DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Mr. Robertson
FROM: Keith Blanton
CC: Chief St. John
DATE: February 20th, 2013
RE: Asbestos removal and demolishing of 3363 Mountainside Road.

I have received three (3) proposals for the demolishing and one (1) proposal for the asbestos removal for 3363 Mountainside Road.

Demo Contractors:

Crowder Custom Homes 2304 Ridge Trail Birmingham, AL. 35242 Terry Crowder – 229-0484	Declined
New Centennial Reality 3505 Bent River Road Birmingham, Al. 35216 Gary Smith – 612-1509	\$8,500.00
Slate Barganier Building 3172 Cahaba Heights Road Vestavia Hills, AL. 35242 Carmon Eaton – 283-9372	\$9,850.00
Lakeshore Environmental 5513 Eastciff Industrial Loop Birmingham, AL. 35210 Henry Harrison – 281-8702	\$18,185.00

Asbestos Removal Contractors

Lakeshore Environmental

5513 Eastcliff Industrial Loop
Birmingham, AL. 35210
Henry Harrison – 281-8702

\$4,200.00

Building Environments INC.
PO Box 55627
Birmingham, AL. 35255
Lee Clayton – 321-1223

Did not submit

Meredith Environmental
1400 Porter Road
Mulga, Al.
444-1202

Does not perform - Recommended Lakeshore Environmental

My recommendations are as follows:

Demo Contractor

Slate Barganier Building
3172 Cahaba Heights Road
Vestavia Hills, AL. 35243

\$9,850.00

Asbestos Removal

Lakeshore Environmental Contractors
5513 Eastcliff Industrial Loop
Birmingham, AL. 35210

\$4,250.00

Total cost of asbestos removal and demolishing \$14,100.00

The structure must be removed by April 6th in order to comply with city council approval for abatement.

Please advise if I'm clear to move forward with sending this information to Pat Boone.

RESOLUTION NUMBER 4418

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE METAL DETECTORS FOR MUNICIPAL COURT AND TO RETAIN TWO SECURITY OFFICERS FOR THE SECURITY OF PERSONS ENTERING MUNICIPAL COURT

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

1. The City Manager is hereby authorized to accept a quote from Shelsky Metal Detectors Sales and Service, LLC for the purchase of a walk-through metal detector, two handheld wands and equipment to be used with the metal detectors for scanning and security of individuals entering into Municipal Court; and
2. The City Manager is hereby authorized to retain two security guards to utilize the metal detectors for security of individuals entering into Municipal Court; and
3. Funding for the metal detectors and the security guards shall be expensed to the Special Judicial Fund; and
4. This Resolution Number 4418 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 11th day of March, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Shelsky Metal Detectors Sales & Service LLC

PROPOSAL: VESTAVIA
DATE: JANUARY 4, 2013

3640 Northcote Drive
Birmingham, AL 35223
Phone 205 529-1111 Fax 205 538-5278
mshelsky929@gmail.com

LOCATION

TO City of Vestavia Hills
513 Montgomery Highway
Vestavia, Alabama 35216
Rebecca Leavings
205-978-0184
City.clerk@vestavi hills.al.us

Quote

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Marvin Shelsky	Walk Through Metal Detector		Delivered		Net 10 days	

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
1	1168411	PD6500i Walk Through Metal Detector	4,270.00		4,270.00
1	1603900	Stabilizer Base for PD6500i	79.00		79.00
2	1165190	Super Scanner V Hand Held	159.00		318.00
1	1169000	Permanent Magna Dolly	269.00		269.00
Lot		Labor for installation, calibrating, testing and training of personnel	390.00		390.00

Plus Applicable Sales Tax

SUBTOTAL \$5,326.00

SALE TAX N/A

TOTAL

Quotation prepared by: Marvin Shelsky
Shelsky Metal Detectors Sales and Service, LLC DOES NOT supply conduit, electrical service, or trenching unless specified.

Signature Denotes Acceptance: _____

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS QUOTE!

Rebecca Leavings

From: Tommy Spina <tommyspina@bellsouth.net>
Sent: Monday, February 18, 2013 1:45 PM
To: Rebecca Leavings
Subject: Re: court security

Please go forward with your plan

Tommy Spina
1330 21st Way South
Birmingham , Al. 35205
205.939.1330 (Off)
205.933.0101 (Fax)
tommy@tommyspina.com
tommyspina.com

On Feb 18, 2013, at 12:09 PM, "Rebecca Leavings" <city.clerk@ci.vestaviahills.al.us> wrote:

Dear Judge Spina,

I am prepared to bring the request for Court security to the Council as first read Monday and then action on the 11th of March.

The plan is to purchase a walk-through metal detector with two wands to set up in the lobby on court day. I will have two employees of Security Engineers manning the detectors and, if there is a questionable entry, these guys will consult with a Court bailiff to determine entry. These guards are not armed.

The building entrances will be locked down to prevent any entry from the general public other than the primary front entry. A sign will be posted to show anyone entering is subject to search.

In order to bring this forward, I need written confirmation that you are in support or whether or not you have any concerns or comments.

Thanks!!!

Rebecca Leavings, City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills AL 35216
(205) 978-0184 Phone
(205) 978-0122 Fax
city.clerk@ci.vestaviahills.al.us

Interoffice Memorandum

DATE: January 28, 2013
TO: Randy Robertson, City Manager
FROM: Rebecca Leavings, City Clerk



RE: Municipal Court Security

This year, the Alabama Legislature enacted legislation that established a Special Judicial fund for Municipal Courts specifically designated for the "operation of the Court." The revenues for this special fund were never acknowledged in the budget because it went into effect just before the fiscal year and is set to sunset in three years. The Municipal Judge has examined his court and has determined security is needed for the operation of the Courts.

A review of the current as well as anticipated revenues for this fund is detailed below off-set with expected expenditures within this fund over the current fiscal year and into the next:

Judicial Fund Balance:

Balance as of December 31, 2012 - \$14,498.86
Estimated \$2,500 in collections each month through fiscal year will result in balance of:

\$	36,998.86	
(	5,326.00	Cost of Metal Detector (walk through and 2 wands)
(	3,000.00	Est. Cost of Security (2 Sec. Eng officers)
(	15,000.00	Est. Cost of E-Citation System for 2013 year
\$	13,522.86	Est. Remaining Balance as of 9/30/2013

FR 2014

Recommendation is to purchase a walk through metal detector with a permanent magna dolly to allow portability when not in use along with two (2) hand held wands. Retaining two (2) security guards to man the detector and, should the guards be unsure of whether or not to admit an individual due to questionable readings from the equipment, that decision will be made by a court bailiff (an on-duty police officer).

The Municipal Judge and I request this be presented to the City Council for approval. I stand ready and willing to answer any questions and/or address any concerns with this request.

Rebecca Leavings

From: K York
Sent: Wednesday, January 30, 2013 8:58 AM
To: Rebecca Leavings
Subject: Courtroom Security

As per our conversation of the 29th of January I have a few suggestions and comments that I hope will be helpful,

Private Security Officers (Unarmed)

I have no problems with using Private Security Officers in the lobby to control traffic flow of personnel wanting to enter the courtroom and to operate the Scanning Wand and Security Scanner. We should check with Mr. Boone City Attorney, to be sure but they can also have people open their bags or brief cases for a cursory look for weapons. Any problems they may have they can ask one of the Police Officers working Court Baliff that night for assistance. The Baliffs are then free to work the inside of the courtroom unless there is a problem.

Securing the Courtroom and controlling access

First to control access we need to lock the North door of the courtroom/council chambers and lock the door leading from downstairs (Fire and Bldg Insp), there is a problem with that lock in that there appears to be no key to it so it would have to be replaced. However the back door downstairs leading into Fire Admin/inspections will be locked at night. Lawyers and clients can confer in the hallway next to the Magistrates window and the South Conference room. The hallway leading into Police Admin is coded and locked so no personnel will be entering from that area except Police. Signs will be placed at the back door instructing personnel to come around to the front Lobby. All personnel for Court will enter thru the Lobby doors and be processed thru the Scanner and Security Checkpoint. A sign should be place either outside or in the lobby explaining the Scanning procedure and what will be considered contraband and those items prohibited in the Courtroom.

It is my opinion, based on my experience in these areas with Civilian Law Enforcement and the Military that these measures will greatly improve security for our Courtroom and all personnel involved. The amount of inconvenience to the Public is minimal as opposed to the feeling of and actual security these measures will provide.

Any other questions you might have I will be glad to help



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