

**Vestavia Hills
City Council Agenda
May 29, 2013
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Ammons
4. Pledge of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner III, Finance Director
9. Approval Of Minutes – May 13, 2013 (Regular Meeting)

Old Business

10. Ordinance Number 2447 – An Ordinance Authorizing And Directing The Purchase Of Real Estate Situated At 1105 Mayland Lane (*public hearing*)

New Business

11. Resolution Number 4451 – A Resolution Accepting A Bid For Protective Clothing For The Fire Department
12. Resolution Number 4452 – A Resolution Authorizing The Mayor And City Manager To Execute An Agreement For Security Services For Municipal Court

New Business (Unanimous Consent Requested)

13. Resolution Number 4453 – A Resolution Authorizing The City Manager To Purchase A LiveScan System For The City Of Vestavia Hills Police Department (*public hearing*)

First Reading (No Action Taken At This Meeting)

14. Resolution Number 4454 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Republication Of The City’s Municipal Code (*public hearing*)

15. Ordinance Number 2448 – An Ordinance Authorizing And Directing The Sale Of Real Estate More Particularly Described As A Portion Of Vacated Sicard Hollow Right-Of-Way As Recorded In Book 200808, Page 413, Jefferson County (*public hearing*)
16. Citizens Comments
17. Executive Session
18. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MAY 13, 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:

Jim St. John, Interim City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Melvin Turner III, Finance Director
George Sawaya, Dep. Finance Director
Conrad Garrison, City Planner
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Lt. Kevin York, Police Department
Fred Baughman, Economic Dev. Director
Taneisha Young-Tucker, Library Director

Invocation was given by Danny Wood, Shades Mountain Baptist Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- The Mayor announced that the regular meeting of the Vestavia Hills City Council scheduled for Monday, May 27, 2013 has been rescheduled for Wednesday, May 29, 2013 beginning at 5 PM.
- The Mayor stated that former Fire Chief Bill Towers has passed away. He stated that Chief Towers began with the City as one of the two original firefighters and worked his 37 year career with the City of Vestavia Hills Fire Department. A majority of that time he served as the Fire Chief. He will be missed by everyone

who knew him. The Mayor asked that everyone's thoughts and prayers be with the Towers family at this time.

- Chief St. John announced that funeral services will be held for Chief Towers at Southern Heritage, Pelham, Alabama, tomorrow, with visitation beginning at 12 PM and services at 2 PM.
- The Mayor welcomed visiting Boy Scouts Dalton and Chase Adair to the meeting. The Adair brothers were visiting from Scout Troop 1 working on a citizenship badge.

CITY MANAGER REPORT

- Mr. Ben Goldman gave a short presentation on the status of demolition of dilapidated buildings in the City. Out of six homes that have been designated, one was demolished by the City. The others have been remediated by the owners at the request of the City. Photographs of the properties before and after remediation were shown to the Council. Mr. Goldman recognized the efforts of Keith Blanton, Building Official for his hard work in this endeavor.
- Mr. St. John recognized Lt. Scott Farrell, Carin Mayo, Andrew Russell, Julie Harper, Jason Burnett, Betsy Frazer, Mark Hamilton and Leanne Messer for their work on the City's Community Health Fair. He stated that a lot of work went into this Health Fair and it was a tremendous success.
- Mr. St. John also recognized Carin Mayo and Andrew Russell for their work as interns for the City. Both worked diligently for the City and accomplished several projects.
- Chief Rary gave an update to the Council regarding an arrest which should solve several recent burglaries along with vehicle thefts. Chief Rary urged everyone to lock his door when he leaves the house and to lock vehicles whenever they are parked.
- Repairs will begin soon at the Library in the Forest. Mr. St. John stated the repairs have been planned for a while and will require some scaffolding and requested everyone to have patience while the repairs take place.
- The Library is currently opening for extended hours while high school students study for final examinations.

COUNCILOR REPORTS

- Mayor Zaragoza presented a proclamation that designated the week of May 5 – May 11, 2013 as "Municipal Clerks Week." He read the Proclamation and presented it to City Clerk Rebecca Leavings.
- Mr. Ammons thanked Mr. Davis and his Park Staff for their efforts toward a very successful soccer and lacrosse season.

APPROVAL OF MINUTES

The minutes of the April 22, 2013 (Regular Meeting) and May 2, 2013 (Work Session) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the April 22, 2013 (Regular Meeting) and May 2, 2013 (Work Session) 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 – yes
Mayor Zaragoza – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4445

Resolution Number 4445 – A Resolution Ascertain, Fixing And Determining The Amount Of Assessment To Be Charged As A Lien On The Property Known As 3363 Mountainside Road, Vestavia Hills, Alabama 35243; Parcel Id# 28-23-2-4-3-RR-0, In The City Of Vestavia Hills As A Result Of The City Of Vestavia Hills Ordering The Demolition Of The Building On The Property Pursuant To Ordinance No. 2382 (Public Hearing)

MOTION Motion to adopt Resolution Number 4445 was by Mr. Henley and second was by Mr. Ammons.

Ben Goldman, Hand Arendall, explained that this Resolution authorizes the Clerk to file a lien against the property located at 3363 Mountainside Road which represents the charges associated with the abatement of nuisance begun several months ago.

The Mayor opened the floor for a public hearing. There being no one else present to address the Council concerning this issue, the Mayor closed the public hearing and 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 4447

Resolution Number 4447 – A Resolution Authorizing The City Manager To Enter Into A Contract With R&S Food Service Company For The Library In The Forest Café

MOTION Motion to adopt Resolution Number 4447 was by Mr. Sharp and second was by Mr. Pierce.

Taneisha Young-Tucker stated that bids were invited on two separate occasions for a vendor to operate the café at the Library in the Forest. She stated that no bids were received on either occasion. Following that, a potential vendor approached her about operating the café for a test period of 90 days with several ideas on the menu, service, etc. She stated that a binding letter of lease has been presented to him and to the City Attorney for review. The Resolution authorizes the execution of that binding letter of lease.

Wallace Sears, owner of R&S Food Services explained the terms of the proposed period of time and the terms of the agreement. He then answered questions from the Council and described his ideas for the café.

Mr. Boone stated that he has reviewed the agreement and finds no problems.

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 4448

Resolution Number 4448 – Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property

MOTION Motion to adopt Resolution Number 4448 was by Mr. Ammons and second was by Mr. Henley.

Chief Rary stated that two new vehicles were purchased to replace two older vehicles. This request is to declare surplus and authorize the sale of the two older vehicles.

Mr. Pierce asked about the status of the SRO vehicles.

Chief Rary stated that those vehicles have been ordered and should be arriving within the new three or four weeks.

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 4449

Resolution Number 4449 – A Resolution To Rescind Resolution Number 4410 Authorizing The Mayor And City Manager To Execute An Agreement For Architectural Services For A City Garage/Maintenance Facility At Wald Park

MOTION Motion to adopt Resolution Number 4449 was by Mr. Ammons and second was by Mr. Pierce.

Mr. St. John stated that the Council has opted not to build a new garage maintenance facility in Wald Park and this Resolution terminates the agreement with the architect designing the site.

Mr. Henley asked if this will terminate the agreement to this point.

The Mayor stated that the architect will be paid only for the services he has been authorized to perform as of this termination date.

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.

ORDINANCE NUMBER 2444

Ordinance Number 2444 – An Ordinance To Rescind Ordinance Number 2426 Authorizing And Directing The Sale Of Real Estate Situated At 1112 Montgomery Highway

MOTION Motion to adopt Ordinance Number 2444 was by Mr. Henley and second was by Mr. Sharp.

Mr. St. John stated that this Resolution terminates an existing contract for the sale of the old library and allows the earnest money to be returned to the potential purchaser.

Mr. Boone stated that he understands there may be other contracts coming forward on this property and recommended that the same contract be used for each purchaser.

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 (REQUESTING UNANIMOUS CONSENT)

RESOLUTION NUMBER 4450

Resolution Number 4450 – A Resolution Directing The City Manager To Initiate A Consumer’s Use Tax Refund To Charter Communications LP

MOTION Motion to adopt Resolution Number 4450 was by Mr. Henley and second was by Mr. Sharp.

Mr. St. John stated that the Council has discussed this at length in work sessions and has determined that this refund is to be paid at Charter’s request.

Mr. Turner explained the refund request and why it has been determined to be due and payable.

The Mayor opened the floor for a public hearing. There being no one else present to address the Council concerning this issue, the Mayor closed the public hearing and 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.

ORDINANCE NUMBER 2446

Ordinance Number 2446 – General Obligation Warrants (Federally Taxable – Qualified Energy Conservation Bonds – Direct Pay) Series 2013

MOTION Motion to adopt Ordinance Number 2446 was by Mr. Henley and second was by Mr. Ammons.

Heyward Hosch, Maynard Cooper and Gale, was present in regard to this request. He explained the terms of the Warrant issue and indicated that the Council has studied this request in several previous work sessions.

Chris Stevens, Sterne Agee, gave details of the Warrant issue including the term and max interest rate of the project.

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 May 29, 2013 at 5 PM.

- Ordinance Number 2447 – An Ordinance Authorizing And Directing The Purchase Of Real Estate Situated At 1105 Mayland Lane

CITIZENS COMMENTS

Chris Freeman, 512 Eastwood Place, asked about the procedure for reporting vacant properties. He also expressed concern over the due process for the sale of the City Hall property adjacent to his home. He asked about the procedure for the sale and any details involved with it.

Mr. Garrison explained the zoning procedure which would have to be completed before anything was developed on the property and Mr. Boone gave details of the process of the sale.

MOTION Motion to adjourn was by Mr. Pierce. Meeting adjourned at 6:20 PM.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2447

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
PURCHASING AND CLOSING OF THE SALE OF REAL ESTATE**

THIS ORDINANCE NUMBER 2447 is considered, approved, enacted and adopted on this the 29th day of May, 2013.

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 located at 1105 Mayland Lane (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”) ultimately considered for acceptance and approval by the City Council at this regularly scheduled public meeting.

3. **CONTRACT:** A copy of the proposed contract is attached to and incorporated into this Ordinance Number 2447 as though written fully therein.

9. **POSTING OF ORDINANCE NUMBER 2447:** If the City Council approves, enacts and adopts Ordinance Number 2447, 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 2447:** Ordinance Number 2447 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 2447 on a date mutually agreed upon by Seller and Purchaser.

DONE, ORDERED, APPROVED and ADOPTED, this the 29th day of May, 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 # 2447 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 29th day of May, 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

May __, 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. Jim St. John, Interim City Manager, hereby agrees to purchase and the Undersigned Seller _____ whose address is _____, 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 1105 Mayland Lane, Vestavia Hills, AL 35216 and described as:

See Attached Exhibit A (collectively, the "Property").

1. **THE PURCHASE PRICE:** shall be \$825,000.00 which shall be payable as follows:

Earnest Money (the "Earnest Money") \$ 10,000.00

Cash on closing this sale \$ 815,000.00

Total \$ 825,000.00

2. **TITLE INSURANCE:** The Purchaser shall obtain within 14 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, 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, Purchaser 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. Purchaser shall also pay for any special endorsements required by Purchaser or Purchaser's lender.

3. **PRORATIONS: NONE.** All closing costs (other than Seller's attorneys' fees, if any, shall be paid by Purchaser).

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 July 9, 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. **CONDITION OF PROPERTY:** Property is being sold in its present "as is" condition, including ordinary wear and tear to the closing date. Seller makes no representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein.

7. **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 Owner is the current fee owner of the Property. 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.**

8. **EARNEST MONEY & PURCHASER'S DEFAULT:** The Seller hereby authorizes Land Title Company of Alabama (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 paid to Seller. 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.

9. **SELECTION OF ATTORNEY:** Each party shall be responsible for its own attorneys' fees and expenses.

10. **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.

11. **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.

12. **INSURANCE AND RISK OF LOSS:** The Seller will keep in force (or will require that Owner 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 (or Owner) by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

13. **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.

14. **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.

15. **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.

16. **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 nor Seller 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.

17. **ADDITIONAL PROVISIONS** set forth on any attached Addendum, signed and dated by all parties, are hereby made a part of this Contract.

18. **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.

19. **TIME IS OF THE ESSENCE:** The Parties agree that time is of the essence of this Agreement.

20. **"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.

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:

Witness to Seller's Signature(s)

By: _____
Its: _____
Date of Execution: _____

PURCHASER:

CITY OF VESTAVIA HILLS, ALABAMA

Witness to Purchaser's Signature(s)

By: _____
Its: _____
Date of Execution: _____

Witness to Purchaser's Signature(s)

By: _____
Its: _____
Date of Execution: _____

Receipt is hereby acknowledged of the earnest money as hereinabove set forth ____ CASH ____ CHECK

Firm: LAND TITLE COMPANY OF ALABAMA

By: _____

Its: _____

ADDENDUM

This Addendum (this "Addendum") shall supersede and override any and all language in the original General Sales Contract (the "General Sales Contract") dated as of the date of this Addendum between the City of Vestavia Hills, Alabama ("Purchaser") and _____ ("Seller") regarding the subject matter contained herein. This Addendum in its entirety is hereby made a part of this General Sales Contract. *Capitalized terms not otherwise expressly defined herein shall have the same meanings as set forth in the General Sales Contract.*

1. (a) During the period of time beginning on the Effective Date and ending at 5:00 p.m. Central Standard/Daylight Savings Time on June 2, 2013 (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, valuating 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 (and Owner) harmless from and against any and all claims, costs, expenses and liabilities, including reasonable attorneys' fees and expenses suffered, paid or incurred by Seller (or Owner) 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 1(a) above, neither party shall have any further obligation or liability to the other hereunder.
2. Notwithstanding anything provided to the contrary in the General Sales Contract, Purchaser's obligations to close the transaction contemplated by the General Sales Contract and this Addendum shall be subject to and conditioned upon Purchaser acquiring on or before the Closing Date that certain real property situated adjacent to the Property having a street address of 1034 Montgomery Highway, Vestavia Hills, Alabama 35216 which was formerly the location of a "Food World" grocery store (the "Adjacent Property"). If, for any reason, Purchaser has not purchased and acquired the Adjacent Property from Vestavia Plaza LLC on or before the Closing Date set forth in this General Sales Contract or if Purchaser elects to cancel and terminate the prior contract to purchase the Adjacent Property at any time on or before the Closing Date,

then in either event, Purchaser shall have the right to cancel and terminate the General Sales Contract in which event the Earnest Money shall be refunded to Purchaser, the General Sales Contract shall be deemed cancelled and terminated and, except for the indemnification obligations of Purchaser set forth in Paragraph 2(a) of this Addendum, neither party shall have any further obligation or liability to the other hereunder.

3. The purchase and sale transaction contemplated by the General Sales Contract does not include any personal property situated within the building located on the Property. For a four (4) month period following the closing, Seller shall have the right, at Seller's expense, to enter upon the Property and remove any personal property from the Property. After such four (4) month period, all personal property remaining in said building shall be deemed to have been abandoned by Seller and Purchaser may dispose of the same in any manner determined by Purchaser.
4. To the extent the closing occurs, Purchaser agrees to erect and maintain as part of the improvements to be constructed on the Property by Purchaser, a memorial sign or plaque which provides information concerning the prior use of the Property as Joe's Ranch House and its owner, Joe Zarzaur, and his family and their contributions to the City of Vestavia Hills, Alabama.
5. 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 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 the General Sales Contract and the consummation of the transactions contemplated by the General Sales Contract.

Seller:

_____.

Date

By: _____
Its: _____

Purchaser:

CITY OF VESTAVIA HILLS, ALABAMA

Date

By: _____
Its: _____

Date

By: _____
Its: _____

RESOLUTION NUMBER 4451

A RESOLUTION ACCEPTING A BID FOR PROTECTIVE CLOTHING FOR THE FIRE DEPARTMENT

WHEREAS, on May 21, 2013, bids were received and publicly read for Fire Department protective clothing with two bids received; and

WHEREAS, the bids were reviewed by Deputy Chief Lynn Bonner and, in a memorandum to Fire Chief St. John dated May 22, 2013, Chief Bonner recommended the acceptance of the bid package submitted by North American Fire Equipment Company (NAFECO) in the amount of \$1,692.30 per protective clothing ensemble. A copy of said memorandum is attached to and incorporated into this Resolution Number 4451 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the bid package submitted by NAFECO as described in the attached memorandum.

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

1. The bid package submitted by NAFECO is hereby accepted in the amount of \$1,692.30 per protective clothing ensemble; and
2. This Resolution Number 4451 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 29th day of May, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Chief St. John
FROM: Deputy Chief Bonner
DATE: May 22, 2013
RE: Bid 2013-08 – Protective Clothing

Bids from 2 vendors for firefighter protective clothing were received and opened on May 21, 2013. Both vendors' garment is NFPA compliant. However, 1 vendor's garment did not fully comply with our bid specifications.

Sunbelt Fire bid \$1,611.00 per protective clothing ensemble but stated in their bid they were taking "total exception to the Vestavia Hills specifications" and declined to provide the 50 gallons of NFPA compliant cleaning solution per year contained in our bid specifications. NFPA cleaning solution retails for approximately \$40.00 per gallon which leads to an increased cost of approximately \$2,000.00 per year. Our current firefighter protective clothing replacement plan is for 15 ensembles per year. The failure to provide the 50 gallons of NFPA compliant cleaning per year will result in \$133.00 of additional cost per ensemble bringing our out of pocket cost to \$1,744.00 per ensemble.

North American Fire Equipment Company (NAFECO) bid \$1,692.30 per protective clothing ensemble. Their bid met all of our specifications and provides for 50 gallons of NFPA compliant cleaning solution per year at no additional cost.

It is my recommendation to accept the bid from NAFECO for \$1692.30 per protective clothing ensemble.

Funding for protective clothing is available in approved FY13 – 52-5061-000-200.

RESOLUTION NUMBER 4452

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AN AGREEMENT FOR SECURITY SERVICES FOR
MUNICIPAL COURT**

**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 authorized to execute and deliver an agreement with Security Engineers, Inc. (“SEI”) to provide security services for Municipal Court. A copy of said agreement and addenda is attached to and incorporated into this Resolution Number 4452 as though written fully therein; and
2. This Resolution Number 4452 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 29th day of May, 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

May 20, 2013

By Hand Delivery

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

In Re: Service Agreement By and Between the City of Vestavia Hills, Alabama ("City") and Security Engineers, Inc. ("SEI")

Dear Becky:

You have requested that I review the proposed Service Agreement by and between the City of Vestavia Hills, Alabama ("City") and Security Engineers, Inc. ("SEI") and provide you with my written legal opinion. The purpose of this letter is to comply with your request.

I offer no suggestions for any changes to the original Service Agreement submitted by SEI. However, I do recommend that both the City and SEI execute and deliver the enclosed Addendum to Service Agreement, which I have prepared.

Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: Interim City Manager James R. St. John (by hand)
Mayor Alberto C. Zaragoza, Jr. (by hand)



SERVICE AGREEMENT

SEI Corporate Offices

P. O. Box 10231
Birmingham, AL 35202
(205) 251-0566 Main Phone

Customer Number

Job Number

District Office		Address				Manager	
SEI Contact for Account: Joel Morris		Phone: 205 251-0566		Fax: 205 251-6827		Cell: 205 965-5707	
Client Company Name: City of Vestavia Hills						PO#	
Client Billing Address 513 Montgomery Highway		City Vestavia Hills	State AL	Zip Code 35216	Job Site Name		
Client Service Address Same as above		City	State	Zip Code	County Jefferson		
Client Contact Name: Rebecca Leavings		Title City Clerk	Phone 205 978-0184	Cell	E-Mail Address		
Client Accounts Payable Contact:			Phone	Fax	E-Mail Address		
Begin Service		Type of Service:		<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary	<input type="checkbox"/> Renewal	<input type="checkbox"/> INFO CHANGE
Date:		Weapon:		<input type="checkbox"/> Unarmed	<input type="checkbox"/> Armed	<input type="checkbox"/> Both Armed & Unarmed Posts	
Time:		Uniform:		<input type="checkbox"/> Standard	<input type="checkbox"/> Soft	<input type="checkbox"/> Other:	
Special Instructions:	From 3 PM until 7 PM on the first, second and third Tuesday of each month.						
Rates (To Be Invoiced <input type="checkbox"/> Weekly, <input checked="" type="checkbox"/> Bi-Weekly, <input type="checkbox"/> Monthly <input type="checkbox"/> Pre-Payment)							
	HPW	Pay Per Hour	Regular Billing Per Hour	Premium Billing Per Hour	Billable Equipment / Benefits	Amt	Period
Security Officers	4	\$	\$18.50	\$		\$	
Security Officers		\$	\$	\$		\$	
Supervisor		\$	\$	\$		\$	
Supervisor		\$	\$	\$		\$	
Other		\$	\$	\$		\$	
Total Billable HPW: _____							
Premium Rate will be billed for all hours worked on the following Holidays: New Year's Day, Memorial Day, Labor Day, Easter Sunday, Independence Day, Thanksgiving Day and Christmas Day. Other: _____							
Premium Rate may be charged for additional coverage requests with less than 48 hour notice.							
The above rates are inclusive of all costs, to include overtime. Premium Rate will only be charged if the Client requests a specific security officer to work more than forty (40) hours in one work week (Sun – Sat).							
Schedule of Services							
Monday:		Tuesday:		Wednesday:		Thursday:	
Friday:		Saturday:		Sunday:		Holidays:	

TERMS AND CONDITIONS ON BOTH PAGES OF THIS DOCUMENT ARE BINDING ON THE PARTIES OF THIS AGREEMENT

Client: City of Vestavia Hills

Signature: _____

Print Name: Rebecca Leavings

Title: City Clerk

Date: 04/11/13

SEI

Signature: _____

Print Name: Joel Morris

Title: Director of Operations

Date: 04/11/13

**TERMS AND CONDITIONS ON BOTH PAGES OF THIS DOCUMENT ARE
BINDING ON THE PARTIES OF THIS AGREEMENT**

1. The Security Agency agrees to furnish security service to the Client for their sites as outlined on first page.
2. The Client shall determine the number of security officers and security officer hours it desires to use each week and shall advise the Security Agency with sufficient notice for properly trained personnel to be assigned. The Security Agency has a four hour minimum work day.
3. The Client agrees to pay the Security Agency as outlined on first page under Rates. Invoices will be rendered in weekly increments for 52 billing cycles per year unless otherwise noted on the first page of this document. Invoices are due and payable upon receipt. A 1-1/2% late fee will be charged on invoices over 30 days late. Client agrees to pay all reasonable collection and attorney fees which may be incurred by Security Agency in the collection of any unpaid invoices pursuant to the services rendered.
4. The Client agrees that the hourly rates for security services quoted herein are subject to adjustment for any change in any federal, state, or municipal law, regulation or administration ruling requiring any changes in wage rates or other costs to the Security Agency in performing this agreement. In such event, the Security Agency shall give the Client at least thirty (30) days prior written notice of the changes in rates to be charged to the Client and the effective date of the changes.
5. The Security Agency agrees to provide all security officers it assigns to the Client with proper uniforms and all agreed upon equipment at no additional cost to the Client. In the event Security Agency employees are requested to use Client vehicles in the performance of their duties, such vehicles shall be fully insured by the Client and Client assumes any and all liability.
6. The Client and the Security Agency agree that the security officers assigned to the Client by the Security Agency will be unarmed unless first negotiated.
7. The Security Agency agrees to be responsible for all licenses, permits and payroll taxes as required for the service contemplated by this Service Agreement.
8. The Security Agency agrees to comply with all federal, state and local laws, rules and regulations governing its employees with regards to wages, social security, and Workers Compensation insurance, and certifies that it is an equal opportunity employer and its employees are selected, and assigned without regard for the individual's race, creed, sex, sexual orientation, religion, age, and/or national origin, marital status, veteran status, (including disabled and Vietnam Era Vets), availability for service in armed forces, or disability, in compliance with the Americans with Disability Act or any other classification protected by local, state or federal law.
9. The Security Agency agrees that the security officers it provides to the Client will perform all tasks and assignments, including the preparation of reports and forms as may be required of them by the Client, so long as these assignments are within the law, and are commensurate with duties customarily performed by security officers.
10. The Security Agency shall have exclusive right and responsibility to select and assign the security personnel to perform the services under this Service Agreement, provided however that the Security Agency agrees to remove any security personnel upon request by the Client.
11. The Security Agency hereby acknowledges, stipulates and agrees that it, its agents, servants, officers, and employees is an independent Service and are not agents, servants, officers, or employees of the Client, in and about the service contemplated by this Service Agreement. Client agrees that it will not employ directly or indirectly any person who has been employed at Client facility by Security Agency for a period of one hundred eighty (180) days following the last day on which Security Agency employed such person without prior written consent of Security Agency.
12. The Security Agency agrees to carry in full force during the term of this Service Agreement General Liability and Workers Compensation Insurance and provide the Client certificates within fifteen (15) days of the signing of this Service Agreement.
13. It is hereby agreed and understood that this Service Agreement shall remain in full force and effect for a twelve (12) month period and renew thereafter for like periods, but may be cancelled by the Client or the Security Agency at any time it so desires upon thirty (30) days written notice to the other party at its principal address.
14. The Security Agency agrees at all times to indemnify, release, protect, defend and hold the Client harmless from and against any and all losses, liability, including death, or property (including client-owned vehicles operated by Security Agency) damage to any person in any way arising out of or connected with the services to be rendered hereunder due to the sole negligent acts of the Security Agency. Those acts caused by, or to the extent contributed to by the Client, its officers, agents, servants or employees, shall at its expense defend any and all action based thereon and shall pay all charges of attorneys and all cost and other expenses arising there from.
15. Client hereby consents to the jurisdiction of any state or federal court located within the County of Jefferson, State of Alabama for any litigation arising out of the performance of this agreement.
16. Rates shown on the reverse of this Agreement are subject to change based on implementation of the provisions of the Patient Protection and Affordable Health Care Act expected to become effective as of January 1, 2014. As costs associated with implementation of PPAHCA can be accurately determined, SEI will provide detail of actual costs incurred and agrees to treat such costs as a direct pass-through with no additional mark-up to minimize additional costs to client.

CLIENT: City of Vestavia Hills

Signature: _____

Date: 04/11/13

STATE OF ALABAMA

JEFFERSON COUNTY

ADDENDUM TO SERVICE AGREEMENT

WITNESSETH THIS ADDENDUM TO SERVICE AGREEMENT, made and entered into on this the _____ day of _____, 2013, by and between the City of Vestavia Hills, Alabama, a municipal corporation (“City”), and Security Engineers, Inc., an Alabama corporation (“SEI”).

WITNESSETH THESE RECITALS:

WHEREAS, the City Council of the City of Vestavia Hills, Alabama approved and adopted Resolution Number 4418 on March 11, 2013 authorizing the Mayor and City Manager to execute retain two security guards to utilize the metal detectors for security of individuals entering into Municipal Court; and

WHEREAS, both the City and SEI executed and delivered the Service Agreement on _____, 2013; and

WHEREAS, the City and SEI wish to amend the Service Agreement by the execution and delivery of this Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the City and SEI hereby mutually and expressly amend the Service Agreement as set forth below.

This Addendum is a part of the principal Service Agreement referred to above, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal Service Agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on SEI than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Vestavia Hills City Council.

Notwithstanding anything contained in the Service Agreement to the contrary, the City and SEI agree to add the following terms, provisions and conditions to the said Service Agreement:

17. **IMMIGRATION:** By signing this Service Agreement, the contracting parties affirm, for the duration of the Service Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Service Agreement and shall be responsible for all damages resulting therefrom.

18. **LIABILITY INSURANCE:** SEI shall carry 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 SEI 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 Service Agreement as amended. The City of Vestavia Hills, Alabama shall be added as “an additional insured” to the general comprehensive liability insurance policy of SEI.

19. **COMPLIANCE WITH APPLICABLE LAWS:** SEI shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Agreement between City and SEI.

20. **ARBITRATION; MEDIATION; ALTERNATE DISPUTE RESOLUTION:** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (a) the rights and remedies available under such arbitration rules or processes do not afford SEI greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (b) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (c) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

21. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. **MISCELLANEOUS:**

(a) **Non Waiver:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

(b) **Waiver of Modification:** Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Agreement may be amended at any time by written agreement of the parties signatory hereto.

(c) **Notices:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

(d) **Governing Law:** This Service Agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

(e) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** The City and SEI negotiated the terms, provisions and conditions of this Service Agreement and both parties had the equal opportunity for input for the drafting of this Agreement. Therefore, any ambiguities of this Service Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

(g) **Execution in Counterparts:** The Service Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) **Binding Effect:** The Service Agreement shall inure to the benefit of, and shall be binding upon City and SEI and their heirs, successors and assigns.

(i) **Entire Agreement:** This written Service Agreement contains the entire agreement between the City and the SEI.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama and Security Engineers, Inc. have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on this the _____ day of _____, 2013.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Alberto C. Zaragoza, Jr.
Its Mayor

By _____
James R. St. John
Its City Manager

ATTESTED

By _____

SECURITY ENGINEERS, INC.

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Addendum to Service Agreement, 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 City of Vestavia Hills, Alabama.

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James R. St. John, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Addendum to Service Agreement 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 City of Vestavia Hills, Alabama.

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

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of Security Engineers, Inc., an Alabama corporation, is signed to the foregoing Addendum to Service Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said Security Engineers, Inc.

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

Notary Public

My Commission Expires:

SEAL

RESOLUTION NUMBER 4453

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
PURCHASE A LIVESCAN SYSTEM FOR THE VESTAVIA HILLS
POLICE DEPARTMENT**

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

1. The City Manager is authorized to purchase a LiveScan System for the Vestavia Hills Police Department in an amount not to exceed \$15,816.00; and
2. The expense of the above-described LiveScan System shall be reimbursed to the City from an approved ADECA grant in the amount of \$15,816.00; and
3. This Resolution Number 4453 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 29th day of May, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Memo

To: Rebecca Leavings
From: Deputy Chief Holcomb
CC: Chief Rary
Date: 5/22/2013
Re: Live Scan

Please see the attached memo from Lt. Stewart. We would like to request a resolution to approve purchasing the listed LiveScan System with the cost to be 100% reimbursed through the approved grant from ADECA be added to the next Council agenda for immediate consideration with unanimous approval.

Deputy Chief Holcomb,

In February of this year, is submitted a grant application to ADECA in the amount of \$15,816.00. This grant was for 100% reimbursement on the purchase of a new LiveScan system for the booking room. On April 10, 2013 we received a grant award from ADECA for the total amount requested. The signed Award Acceptance documents were returned to the state on April 23rd.

On today's date I spoke with Bryan Forester of ADECA regarding the steps we need to take moving forward. Mr. Forester informed me that we need to proceed with the purchase of the system. Once payment has been made by the city, a copy of the invoice, method of payment (check), and the appropriate Request for Funds documents will need to be submitted to the state. At that time, the state will issue a check to the City of Vestavia Hills to cover the cost of the purchase.

I am requesting authorization to issue a Purchase Order to DataWorks for the price of the system. Current pricing based on state bid is as follows:

LiveScan 500P	14,366.00
Xerox 4510 Duplex Printer	<u>1,450.00</u>
Total	15,816.00

I have contacted Becky Houston with DataWorks and request confirmation of the listed pricing, as well as a quote detailing same.

Respectfully,

Lt. Jeff Stewart

RESOLUTION NUMBER 4454

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER
TO EXECUTE AND DELIVER AN AGREEMENT FOR
REPUBLICATION OF THE CITY'S MUNICIPAL CODE**

**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 Municipal Code Corporation ("Municode") for republication of the City's Code and Zoning Ordinance in an amount not to exceed \$14,990.
2. A copy of said agreement is attached to and incorporated into this Resolution Number 4454 as if written fully therein; and
3. The expense of the above-described agreement shall be spread over two fiscal years beginning with a \$7,000 deposit to be remitted upon execution of the agreement and the remainder to be due and payable following completion and/or after October 1, 2013; and
4. This Resolution Number 4454 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of June, 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

May 20, 2013

By Hand Delivery

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

In Re: Agreement With Municode for Republishing the City Code

Dear Becky:

I agree with you that professional services contracts for codification and publication of the laws and ordinances of municipalities are exempt from the Alabama Competitive Bid Law by virtue of Title 41-16-51(a), *Code of Alabama, 1975*.

After a careful review of the proposal, dated April 24, 2013, submitted by Municode, it is my legal opinion that said proposal meets the requirements of Alabama law. It is my further legal opinion that the City Council may legally select any of the options outlined in the proposal.

Please call me if you have any questions regarding this matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: Interim City Manager James R. St. John (by hand)
Mayor Alberto C. Zaragoza, Jr. (by hand)

INTEROFFICE MEMORANDUM

DATE: May 23, 2013
TO: Jim St. John, Interim City Manager
FROM: Rebecca Leavings, City Clerk
RE: Republication of City Code and Zoning Ordinance

Attached you will find a copy of a proposed agreement with Municipal Code Corporation (“Municode”) for republication of the City’s code of ordinances. This agreement proposes two options: (1) republication of the City’s Code; and (2) republication of the City’s Code and Zoning Ordinance.

I am requesting this to be placed on the City Council agenda as a first read on Wednesday, May 29, 2013 for Option 2 which includes the City’s Zoning Code. The Zoning Code has never been included in the City’s Code and this makes it difficult for the general public to locate the Code in order to answer questions concerning zoning and permitted uses of property. As this Department develops a GIS zoning map, the intent is to place this zoning map online to provide complete access to zoning information. The inclusion of the Zoning Code is an additional \$4,750 expense but I believe it will make it easier for the general public to locate and access this information.

The agreement allows the City to spread the \$14,990 cost over 2 fiscal years. The \$7,000 required deposit is within the approved budget for the current fiscal year and the remainder will need to be committed by the City Council for the next fiscal year.

Republication was last completed in 2008 and currently there are 78 Ordinances held in NOW which need to be incorporated into the City’s Code. The expense of holding so many Ordinances within the NOW internet based storage currently will cost the City approximately \$6,000 this next year to continue to hold these ordinances. This will clear that NOW expense and bring the City’s Code back up to date.

Please let me know if you need any other information.

Reply



municode

Municipal Code Corporation • PO Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.575.8852 • www.municode.com

April 24, 2013

Ms. Rebecca Leavings
City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Sent Via Email: city.clerk@ci.vestaviiahills.al.us

Dear Ms. Leavings:

Thank you for corresponding with our Sales and Marketing Representatives, Faye Creel and Alicia Bywaters. Per your request, we are pleased to submit the following information and pricing to update and republish the City's Code of Ordinances.

Republication. In addition to updating the text, Index and tables of the Code to reflect the new ordinances, the preliminary pages of the Code will be appropriately updated. The updated volume will be repaginated and proofs will be provided for review prior to printing the new Code volumes.

The republication project does not include reorganizing Code content, renumbering Code chapters or proofreading unamended Code text. Code pages that are not impacted by the inclusion of an ordinance or by the inclusion of a current state law reference (see below) will be printed with no substantive changes.

Electronic Media. The existing media orders will carry over to the republished Code – Code on Internet. Additionally, the Code can be furnished in any electronic medium and format (PDF, RTF, HTML, or integrated with search engine, etc.) as selected by the City.

Distribution Services. With Municode as Total Code Administrator (TCA), we provide inventory for sale (Codes and/or reprint pamphlets) and we provide all services for outside subscribers. The TCA service is provided at no cost to you and totally at our expense.

Supplement Service. Supplementation of the Code will resume upon shipment of the new volume. In addition to providing traditional supplements, we offer an alternative supplementation option to those who receive their Code electronically – electronic updates provide current electronic data without preparing paper supplements.

We also offer a variety of specific publication schedules – a specific supplement publication schedule helps to ensure that supplements are provided regularly and it simplifies the transmission of ordinances. With a schedule in place, ordinances can be sent as enacted and we hold them in our files until it is time to proceed with work on the next scheduled supplement. Our records currently reflect an annual schedule (June) for publication of supplements to the Code. The schedule can be adjusted, as needed, to reflect current needs.

New Ordinances on the Web (NOW). Municode can post your ordinances on the web between supplements so that anyone viewing your Code will find the most current legislation. Although your ordinances will be a part of your Code database, Municode will not edit the Code to include the new ordinances – we will simply post the ordinances in their original form as a PDF. The ordinances are included in the opening page of the Code in a table to include ordinance title, adoption date and description. This table also contains a link directly to the ordinance for viewing. Once ordinances posted through the NOW service are included in a supplement to the Code, they will be removed from the web. We recommend sending legislation in an editable format via email for inclusion in the Code and posting for the NOW system. No setup fee is required.

OrdLink. As described in our NOW service above, Municode can post the ordinances passed between Printed Supplements or Electronic Updates on our website. OrdLink expands the NOW service to highlight the Code's Table of Contents and create a link from the amended section in the Code text to the ordinance(s) in the table and from the ordinance table to the amended text sections of the Code. Once the posted ordinances are incorporated

into the Code, they are removed from the website. We recommend sending legislation in an editable format via email for inclusion in the Code and posting for the OrdLink system. No setup fee is required.

OrdBank. Is a permanent collection of all ordinances sent to Municode, listed chronologically and organized by Supplement number, presented on-line with number, date with a brief description. Each ordinance in the list is linked to the actual ordinance as enacted, and from the History Note of the section derived from the ordinance.

CodeBank. Is a code management tool available on municode.com that allows anyone to easily recreate a Code *as it existed after a previous update or Supplement*. Previous versions are accessible from a drop down box that appears with the on-line Code and when a previous version is selected, users are alerted that they are looking at an older version of the Code. The historic version of the Code is fully searchable and printable, making the task of researching past versions of your Code more efficient

If you have questions, or should you desire additional information, contact Steffanie, via e-mail at info@municode.com. Municode values its relationship with the City of Vestavia Hills and appreciates every opportunity to be of service.

Sincerely,

Dale Barstow
Vice President – Sales

DMB/amb
Enc.

PROFESSIONAL SERVICES QUOTATION SHEET ¹ - CITY OF VESTAVIA HILLS, ALABAMA

[] REPUBLISHING THE CODE, Base Cost Includes:

\$10,240

- Incorporation of Material (Updating State Law References; 2220; 2224; 2236; 2241; 2248; 2255; 2256; 2257; 2258; 2259; 2260; 2261; 2262; 2263; 2265; 2266; 2279; 2280; 2281; 2282; 2283; 2284; 2285; 2286; 2287; 2288; 2289; 2290; 2291; 2292; 2293; 2294; 2295; 2296; 2297; 2298; 2299; 2300; 2301; 2302; 2303; 2304; 2305; 2306; 2307; 2308; 2309; 2310; 2311; 2312; 2313; 2314; 2315; 2316; 2317; 2318; 2326; 2329; 2330; 2332; 2333; 2338; 2339; 2340; 2342; 2361; 2372; 2377; 2378; 2382; 2395; 2396; 2411; 2418; 2419; 2427; 2429 & 2434);
- Updating of preliminary pages (title page, officials' page, and preface);
- Repagination;
- Graphics² & Tabular³ matter;
- Updated Index;
- Printing 15 copies (pages only)⁴;
- Code posted online (existing order);
- NOW postings⁵ (73 ordinances)
- Base number of pages, as established in the table below

Estimated pages based on page format and font size	
Page Format	Font Size
Single Column	10 point, New Century Schoolbook font 586

Base cost does not include:

- Reorganizing, renumbering or legally reviewing Code content
- Adding ordinances to the Code not listed under Base Cost⁶
- Pages in excess of the base, per page \$16
- 3-post expandable binders, \$54 each qty _____ \$ _____
- Select Binder color: [] Semi-Bright Black, [] Maroon, [] Brittany Blue, [] Deep Green
- Freight
- Sales Tax, if applicable

Elections to be made applying to the Republication:

- [] **Inclusion of Ordinance No. 2331 – Zoning** \$4,750
 - Based on 232 single column pages, graphics & tabular matter and providing 15 sets of two new divider tabs (Appendix A & Appendix A – Zoning)
- [] **Printing 3 pages in color at \$15.00 per page**, will be an additional cost and is optional \$45

Electronic Code Options - data provided via ftp unless requested otherwise

- [] Database in Adobe (PDF files – entire Code) \$150
- [] RTF/HTML/XML (entire Code) \$150
- [] Municode Desktop (entire Code) \$295

**Payment for Republication:
Code only \$10,240**

**Payment for Republication – Code & Zoning Ordinance
(\$10,240 + \$4,750 = \$14,990)**

Execution of Agreement = \$7,000
Upon delivery (or after 10/1/2013) = Balance due

Execution of Agreement = \$7,000
Upon delivery (or after 10/1/2013) = Balance due

¹ Applicable sales taxes and actual shipping charges will be added.
² Includes printing all copies. Additional fee if graphic includes color.
³ Tabular matter is defined as tables, Algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
⁴ Municode uses only acid-free paper.
⁵ There are a total of 78 ordinances posted on NOW and the City has already paid for five of those postings in 2009.
⁶ New ordinances may be added, but will be charged at \$24.89 per page affected. This fee applies even if base page allowance is not exceeded. An estimate will be provided upon request.

PROFESSIONAL SERVICES QUOTATION SHEET CONTINUED¹ - CITY OF VESTAVIA HILLS, ALABAMA

Supplement Service Base Page Rate²

Page Format	Base Page Rate
Single Column	\$19.89 per page

Base page rate above includes:

- Acknowledgement of Material
- Data conversion, as necessary
- Editorial Work
- Proofreading
- Updating the Index
- Schedule as selected by Client³
- Updating Electronic versions⁴ (CDs and Internet)
- Printing⁵ 15 copies

Base page rate does not include:

- | | |
|---|----------------|
| • Freight, prebilled | Actual freight |
| • State Sales Tax | If applicable |
| • Graphics ⁶ & Tabular ⁷ matter, per graphic or table | \$10 |

Optional Services to Supplement Service (please check)

- | | | |
|--------------------------|---|-------|
| <input type="checkbox"/> | Code on the Internet with CodeBank, invoiced annually in November | \$700 |
| <input type="checkbox"/> | Electronic delivery handling fee, per delivery ⁸ | \$75 |
| <input type="checkbox"/> | New Ordinances on the Web (NOW)/OrdBank, per ordinance | \$35 |
| <input type="checkbox"/> | OrdLink/OrdBank ⁹ , per ordinance | \$60 |

Payment for Supplements and Additional Services:

- Invoices will be submitted upon shipment of project(s).

¹ Applicable sales taxes and actual shipping charges will be added.

² All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.

³ Schedule for Supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur more frequently than printed Supplements.

⁴ We do not charge a per page rate for updating CDs or the Internet, however a handling fee is charged.

⁵ Municode uses only acid-free paper.

⁶ Includes printing all copies. Additional fee if graphic includes color of \$15 per page.

⁷ Tabular matter is defined as tables, Algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁸ "delivery" is defined as delivering electronic data available to the City on CD-ROM or via FTP. Fee applies whenever updated content is delivered via one of the above-defined products.

⁹ If OrdLink is selected the NOW service is unnecessary.



municode

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Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years thereafter. In the absence of notice of cancelation, this Agreement shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: _____

Title: _____

Witness: _____

Date: _____

Accepted by:

CITY OF VESTAVIA HILLS, ALABAMA

By: _____

Title: _____


Witness: _____

Date: _____

WEBSITE SERVICES

Cross Reference Hyperlinking – Cross references within the Code will be linked to their respective destination Article, Chapter, or Section. *This feature is offered to you as part of your annual Internet fee.*


Static Hyperlinking to your Code – Each level of the code has a static link that will enable your users to easily create "Hot Links" to any section of the code. Simply click the permalink icon to the right of each heading level and paste the URL into the destination of your choice. *This feature is offered to you as part of your annual Internet fee.*

Sec. 2-73. - Same—To reconsider.  **Static Link**

In all cases, a motion to reconsider will be entertained only when made by a member who voted with the prevailing side. A majority of those present can reconsider any vote, but the motion to do so shall be made at the same session of the council during which such vote was taken. A motion to reconsider shall have precedence of all other questions, and when it has once been put and lost, it shall not be renewed. This rule, however, is subject to [section 2-74](#). **Cross Reference Link**

(Code 1976, § 2-24)

Mouseover (cluetips) - Navigate to a code and any linked cross reference will display the pop-up after a 1 second delay. You'll need to clear your browser cache to enable them (Tools -> Internet Options -> Delete -> Temporary Internet Files). *This feature is offered to you as part of your annual Internet fee.*

Sec. 2-386. - Definition. 

As used in this article th
(Code 1976, § 2-114; 9-4-07)
Cross reference— Definitions and

Sec. 2-387. - Created; name.

There is hereby created
Development Authority of the C
(Code 1976, § 2-114; 9-4-07)
State law reference— Authority for

Sec. 2-388. - Board of direct

The authority shall be governed by board of directors in which all powers of the authority shall be vested, composed of seven (7) members appointed by the city council as provided by general law.

Sec. 2-387. - Created; name.


There is hereby created a political subdivision of the commonwealth to be known and designated as the Economic Development Authority of the City of Charlottesville, Virginia.

(Code 1976, § 2-114; 9-4-07)
State law reference— Authority for above section, Code of Virginia, § 15.1-1376.

created by [section 2-387](#).
design

Navigate to any linked cross reference, which will display the pop-up after a 1 second delay

Email (from the Web) – Chapters, Articles or individual Sections may be selected for emailing. The functionality is very intuitive and easy to use and *is included in your annual Internet fee.*

Current Version  Hide TOC RESULTS HISTORY ORD. BANK Save Print **Email**

Charlottesville, Virginia - Code of Ordinances

- CODE OF THE CITY OF CHARLOTTESVILLE (19
- SUPPLEMENT HISTORY TABLE
- CHARTER
 - Sec. 1. - Enactment.
 - Sec. 2. - Boundaries; corporate status.
 - Sec. 3. - University of Virginia excluded from c
 - Sec. 4. - Wards.
 - Sec. 5. - Elective officers; qualifications and te


CODE OF ORDINANCES
City of
CHARLOTTESVILLE, VIRGINIA

Codified through
Ordinance of July 16, 2012.
(Supp. No. 43)

The listing below includes all legislation received by Municipal Code since the last legislation has been enacted, but has not yet been codified.

E-Mail Button & Menu

Print or Save – Similar to Emailing, Chapters, Articles or individual Sections may be selected for Printing or Saving. Save (as compared to "blocking & copying") preserves the formatting when the document is edited using your word processing software. *These features are offered to you as part of your annual Internet fee.*

Current Version  Hide TOC RESULTS HISTORY ORD. BANK **Save** **Print** Email

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CODE OF ORDINANCES
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Print and Save Button & Menu

Collapsible TOC– The Table of Contents collapses and is re-sizeable providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item and this is included in your annual Internet fee.

Pinpoint Searching – Easily search any individual Code with our advanced search options: revisit previously conducted searches using the “Search History” button; or narrow the scope of your search to find more specific legislation. Once again these features are offered to you as part of your annual Internet fee.

In-line Images & PDFs – Municode takes great care to ensure that your images match online and in print, and are captured at the highest quality possible. Our online graphics can be enlarged with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements. These PDFs are fully searchable within our search engine, and are typically utilized with form-based Land Development Codes. This service is included in your annual Code on the Internet fee.

San Buenaventura, California - Code of Ordinances
24V.100.030 - Transect Zone Descriptions

TABLE A: Transect Zone Descriptions. This table provides a generalized transect for Ventura. A detailed description of the transect refinements used in this Development Code is in Section 24V 100 030, subsections A through D

<p>T1 THE NATURAL ZONE consists of the natural and permanent open space areas within Ventura that are intended for preservation. These include the sand beach along the ocean, the Ventura River corridor, the Santa Clara River corridor, the hillsides to the north, and the Ventura/Oxnard Greenbelt to the south, and certain barrancas within the City fabric. The T1 zone may also include lands unsuitable for settlement due to topography, hydrology or vegetation.</p>	
<p>T2 THE RURAL ZONE consists of areas of Ventura that are reserved for agricultural use (SOAR), and have an open "country road" character and are sparsely settled. Significant T2 areas are present between the 101 Freeway and the Santa Clara River in the Olivas, Northbank, Montalvo and Serra Communities; in the "internal greenbelt" running north to Foothill Road through the Serra, and Poinsettia Communities; south of Foothill Road in the Juanamaria and Wells Communities, and in small patches of the North Avenue Community.</p>	
<p>T3 THE SUB-URBAN ZONE consists of low-density suburban residential areas within the College, Thille Montalvo, Poinsettia, Juanamaria, Serra, Saticoy and Wells Communities. Planting is naturalistic with relatively deep setbacks. Blocks may be large and the roads irregular to accommodate natural conditions.</p>	

Mobile Friendly Site – The Municode.com Online Library offers a mobile friendly version of your Code. This is a frameless version that is accessible from your mobile device and is formatted for a better viewing experience on today’s modern Smartphone’s. The website knows when a visitor is viewing the content on a mobile device, and automatically changes the view to maximize the capabilities of the hand-held device. This service is included in your annual Code on the Internet fee.

Municode Mobile

Search:

CONTENTS **DOCUMENT** **RESULTS**

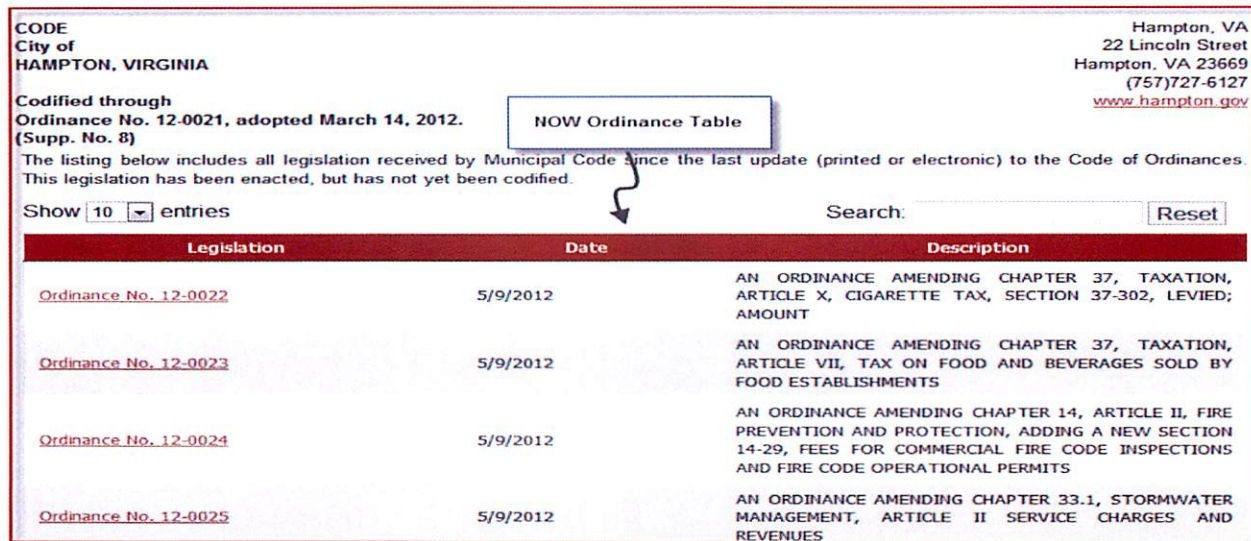
←CHANGE LOCATION

- CODE OF THE CITY OF CHARLOTTESVILLE (1990)
- SUPPLEMENT HISTORY TABLE
- CHARTER
- CODE
- CODE COMPARATIVE TABLE - 1976 CODE
- CODE COMPARATIVE TABLE - ORDINANCES
- STATE LAW REFERENCE TABLE

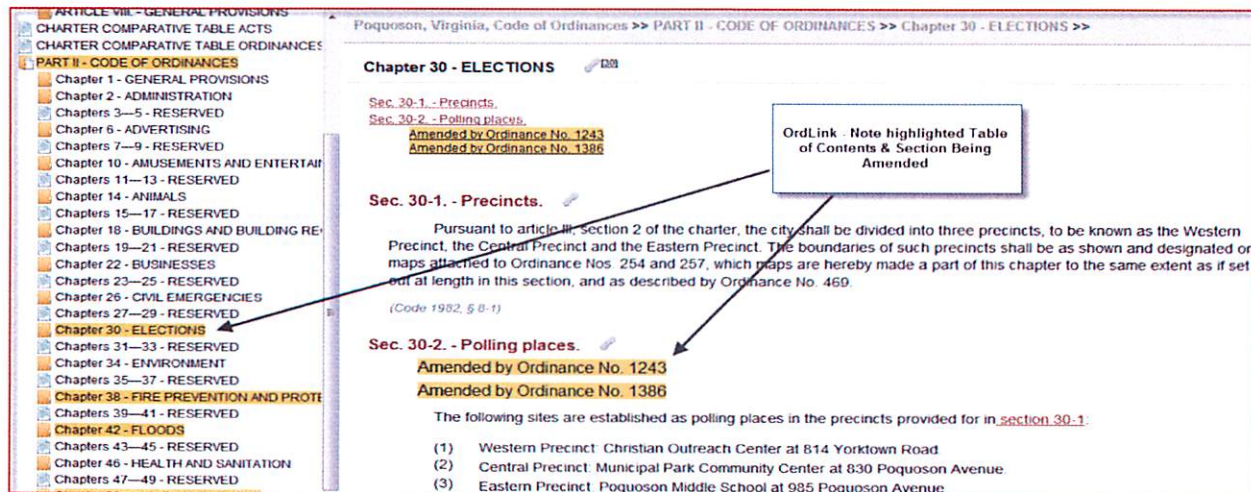
Site Customization – Municode can customize the look and feel of your Code on municode.com to more closely match your web site. This is accomplished by posting a banner image (provided by the client) over the top portion of our site. Initial set up fee of \$250 with no annual charge, unless the client changes their banner.



New Ordinances on the Web (NOW). Municode can post newly enacted ordinances on the web between supplements so that anyone viewing your Code will find the most current legislation. The NOW ordinances are not be edited into the Code; they are posted as a PDF in their original form. A list of NOW ordinances is presented in the opening page of the Code in a table to include ordinance title, adoption date and description. This table also contains a link directly to the ordinance for viewing. Once NOW ordinances are included in a supplement or electronic update to the Code, they will be removed from the web. No setup fee is required and the cost for this service is \$25 per ordinance.



OrdLink. OrdLink links a NOW ordinance to the section being amended. Linked Sections will be highlighted in the Table of Contents and a link is created from the amended section to the new ordinance. Once the linked NOW ordinances are incorporated into the Code they are removed from the website. For the linked NOW ordinance to be searchable, they must be sent in an editable format. Scanned documents can be included in the list and are viewable, but not searchable. No setup fee is required and the cost for this service is \$50 per ordinance.



OrdBank. Is a permanent collection of all ordinances sent to Municode, listed chronologically and organized by Supplement number, presented on-line with number, date with a brief description. Each ordinance in the list is linked to the actual ordinance as enacted, and from the History Note of the section derived from the ordinance. The cost of this service is \$10 per ordinance and requires participation in the NOW or OrdLink Service.

Ord Bank

OrdBank is a permanent repository of ordinances submitted by this municipality (this may include all ordinances or simply those designated by the municipality). OrdBank has two key components – the table you see below, and a link from the history note within the code to the referenced ordinance. Both references will display the PDF of the original ordinance as it was adopted. Additionally, you may use the search box below to locate ordinances by supplement, number, adopted date, description.

OrdBank is a feature provided by the municipality to all users of the online code. If you do not see any ordinances listed below, your municipality may contact our Sales Department at info@municode.com for more information about this valuable service.

Show 10 entries

Search

Supplement	Legislation	Date	Description
Supplement 23	Ordinance No. C-7-2011	8/8/2011	FREEWAY REDEVELOPMENT OVERLAY DISTRICT 2
Supplement 23	Ordinance No. C-8-2011	8/8/2011	FREEWAY REDEVELOPMENT OVERLAY DISTRICT 3
Supplement 23	Ordinance No. C-5-2011	6/13/2011	HISTORIC DISTRICTS AND HISTORIC DISTRICT COMMISSION ORDINANCE
Supplement 23	Ordinance No. C-6-2011	6/13/2011	CITY PLANNING COMMISSION ORDINANCE
Supplement 23	Ordinance No. C-4-2011	4/11/2011	FREEWAY REDEVELOPMENT OVERLAY DISTRICT ORDINANCE

CodeBank. Is a code management tool available on municode.com that allows anyone to easily recreate a Code as it existed after a previous update or Supplement. Previous versions are accessible from a drop down box that appears with the on-line Code and when a previous version is selected, users are alerted that they are looking at an older version of the Code. The historic version of the Code is fully searchable and printable, making the task of researching past versions of your Code more efficient. Each archived copy will contain the entire Code as up-to-date through that supplement, and will be fully searchable. If CodeBank is enabled, any user of the Code will be able to browse past versions, with a clear indication when they are not in the most up-to-date version of the Code. No set up fee is required and the cost for this service is \$150 per annum.

Supplement 27

Current Version
Supplement 28 (01/05/2012)

Supplement 27

Ordinances

Past Versions Drop Down List

Note to User that they are looking at a historic version of Code

YOU ARE VIEWING AN OLDER VERSION OF THE CODE.

Code of Ordinances
City of
FORT LAUDERDALE, FLORIDA

Codified through
Ordinance No. C-11-25, enacted September 20, 2011
(Supp. No. 27)
(Includes UNIFIED LAND DEVELOPMENT REGULATIONS)

Codified through
Ordinance No. C-11-24, enacted September 20, 2011
(Supp. No. 21))

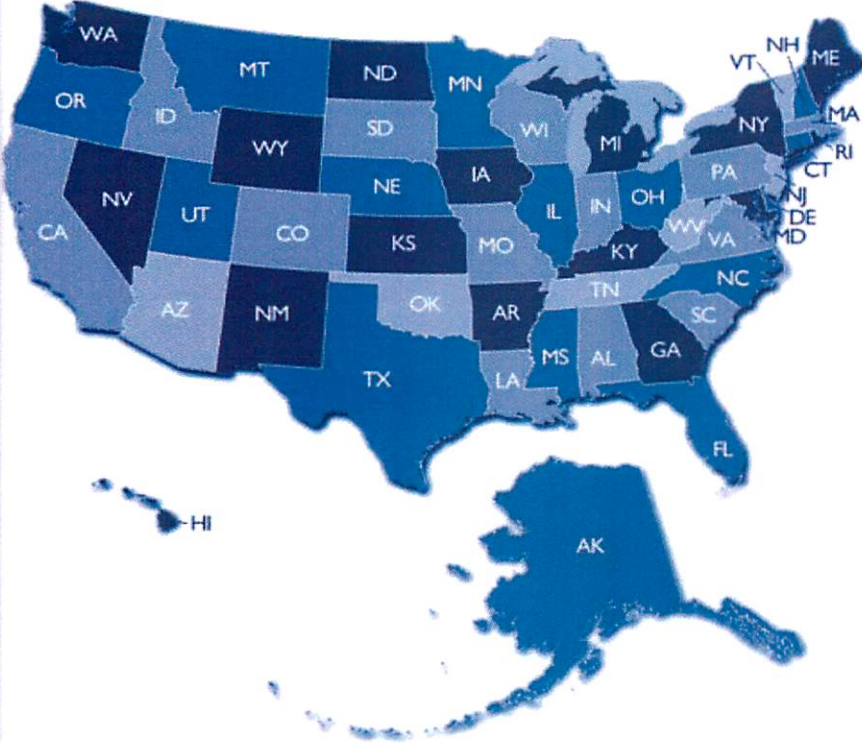
[CODE OF ORDINANCES - OF THE - CITY OF - FORT LAUDERDALE, FLORIDA](#)
[SUPPLEMENT HISTORY TABLE](#)
[CHARTER OF THE CITY OF FORT LAUDERDALE, FLORIDA](#)
[CODE OF ORDINANCES](#)
[UNIFIED LAND DEVELOPMENT REGULATIONS](#)
[UNIFIED LAND DEVELOPMENT REGULATIONS - COMPARATIVE TABLE - ORDINANCES](#)
[UNIFIED LAND DEVELOPMENT REGULATIONS - STATE LAW REFERENCE TABLE](#)
[CODE COMPARATIVE TABLE - 1953 CODE](#)
[CODE COMPARATIVE TABLE 1953 CODE](#)
[CODE COMPARATIVE TABLE - LAWS OF FLORIDA](#)
[CODE COMPARATIVE TABLE LAWS OF FLORIDA](#)
[CODE COMPARATIVE TABLE - RESOLUTIONS](#)
[CODE COMPARATIVE TABLE - ORDINANCES](#)
[CODE COMPARATIVE TABLE RESOLUTIONS](#)
[STATE LAW REFERENCE TABLE](#)

MuniPro Searching – MuniPro Searching allows you to search all of the Codes we host (the entire country, a single state, a specified population range, or individually selected Codes of your choosing). MuniPro Searches are ideal for researching local regulations of special interest, or to find out how other communities are dealing with similar issues. There is an annual subscription for this service; User Name and Password required. MuniPRO provides subscribers with the following tools:

- ④ **MuniPRO Search.** Search all codes within one state, multiple codes within one state, or search all codes in the entire US! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ④ **MuniPRO Favorites.** Create a "favorites" list of frequently visited Codes or sections. This will save time by making navigation a one-click process from the Dashboard.
- ④ **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the Table of Contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication, and a global listing of notes can be accessed with a single click from the Dashboard.
- ④ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons will appear in the Table of Contents and search results, and can also be accessed from a single click.

MuniPro Dashboard

Select a Single State OR [Select Multiple States](#)
or click on your state below.



[VIEW QUICK TUTORIAL](#)

RECENT NOTES

[Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed...](#)
[Consectetur adipiscing elit...](#)

[VIEW ALL NOTES](#)

RECENT DRAFTS

[Tallahassee, Florida, Code of Ordinances > Part II - Code of Gen...](#)
[Saco, Maine, Code of Ordinances > Land Development Code > Chapter...](#)

[VIEW ALL DRAFTS](#)

RECENT FAVORITES

[Sec. 6-64 - Standards for areas of shallow flooding \(AH and AO zones\)](#)
[Sec. 4-141 - Dangerous dog classification](#)

[VIEW ALL FAVORITES](#)

RECENT SEARCHES

[flood damage protection](#)
[traffic and parking violations](#)

RECENT CODES

[Tallahassee Code of Ordinances](#)
[Lauderdale-By-The-Sea Code of Ordinances](#)

ORDINANCE NUMBER 2448

AN ORDINANCE AUTHORIZING AND DIRECTING THE SALE OF REAL ESTATE, MORE PARTICULARLY DESCRIBED AS A PORTION OF VACATED SICARD HOLLOW RIGHT-OF-WAY AS RECORDED IN BOOK 200808, PAGE 413, JEFFERSON COUNTY.

THIS ORDINANCE NUMBER 2448 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of June, 2013.

WITNESSETH THESE RECITALS:

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, declares municipalities corporate and gives them the power to contract and be contracted with; 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 on 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-28, *Code of Alabama, 1975*, provides that the City Manager shall be the head of the administrative branch of the government of the City of Vestavia Hills and shall be responsible to the City Council for the proper administration of all municipal affairs; 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, Title 11-45-8(b), *Code of Alabama, 1975*, provides that if an ordinance is published by posting, then in such event said ordinance shall take effect five days thereafter; and

WHEREAS, the City of Vestavia Hills, Alabama (“City”) is the owner of real property situated in the City of Vestavia Hills, Jefferson County, Alabama, which said real estate shall hereinafter be referred to as the “subject property” and is more particularly described as follows:

A part of the right of way of Sicard Hollow Road vacated by Book LR 200808 Pg 413, as recorded in the Probate Office of Jefferson County, Alabama. Being a part of the vacated right to way lying in the NE ¼ of the NE ¼ of Section 18 Township 18 South, Range 1 West and being more particularly described as follows:

A parcel of land situated in the NE ¼ of Section 18, Township 18 South, Range 1, West Jefferson County Alabama being more particularly described as follows:

Commence at the NE corner of said Section 18 and run south 00 degrees 42 minutes 50 seconds East along the east line thereof for a distance of 747.23 feet to the POINT OF BEGINNING of said parcel, said point also being on a curve turning to the left, said curve having a radius of 612.96 feet, a central angle of 11 degrees 13 minutes 14 seconds, a chord bearing of South 51 degrees 57 minutes 12 seconds West, and a chord length of 119.85 feet; thence run in a Southwesterly direction along said arc for a distance of 120.04 feet; thence run South 46 degrees 19 minutes 48 seconds West for a distance of 208.07 feet to the point of beginning of a curve to the right having a radius of 278.31 feet, a central angle of 43 degrees 19 minutes 40 seconds, a chord bearing of South 67 degrees 59 minutes 19 seconds West, and a chord length of 205.48 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 210.46 feet; thence run South 89 degrees 38 minutes 30 seconds West for a distance of 74.56 feet to a point on a curve turning to the left having a radius of 278.73 feet, a central angle of 37 degrees 55 minutes 57 seconds, a chord bearing of South 70 degrees 40 minutes 57 seconds West, and a chord length of 181.18 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 184.53 feet; thence run North 89 degrees 49 minutes 08 seconds East for a distance of 317.36 feet to the currently existing Northeasterly right of way of Sicard Hollow Road; thence run North 47 degrees 22 minutes 58 seconds East along said right of way for a distance of 500 feet, more or less, to the Easterly line of said Section 18; thence turn left and run North 00 degrees 42 minutes 50 seconds West along said Easterly line of Section 18 to the point of beginning and end of this parcel; and

WHEREAS, Jordy Henson, Managing Member of HCI Holdings LLC, an Alabama limited liability corporation, has requested that the City declare said property as

surplus and offer for sale to Harris Doyle Homes, Inc., for development of a subdivision;
and

WHEREAS, the City finds and determines that it is willing to accept the offer by Harris Doyle Homes, Inc.; for an amount equivalent to \$2,400 with the purchaser paying all costs associated with closing of said property; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama finds and determines that the subject property is not needed for municipal or public purposes; and

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

1. The subject property is found and determined to not be needed for public or municipal purposes by the City of Vestavia Hills and is hereby declared as surplus property all in accordance with the requirements of Title 11-47-20, *Code of Alabama, 1975*.

2. The Mayor and City Manager are hereby authorized and directed to execute and deliver all documents required to close said sale for and on behalf of the City of Vestavia Hills, Alabama.

3. A copy of said Real Estate closing documents along with said payment will be submitted upon closing and kept on file in the office of the City Clerk of the City of Vestavia Hills, Alabama for inspection by members of the general public.

4. Upon approval, adoption and enactment of this Ordinance Number 2448 the Mayor and City Manager are 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 previously described.

5. 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*.

6. 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 10th day of June,
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 # 2448 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 10th day of June, 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

HCI Holdings LLC
2644 Old Rocky Ridge Road
Birmingham, AL 35216

June 21, 2013

Mayor & Vestavia Hills City Council
c/o Mayor Butch Zaragoza
513 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mayor Zaragoza and City Council:

I am the owner of a parcel of property off Sicard Hollow Road in the Cotswold Subdivision. Parcel is otherwise referred to as Stanton Parcel. The parcel is under contract to be purchased by Harris Doyle Homes Inc.

It has come to my attention that a small rear portion of the property is reportedly owned by the City of Vestavia Hills. The subject piece was reportedly granted to the City when Sicard Hollow Road was rerouted and the Right of Way was rededicated. The piece is between the Stanton parcel and the drop off at the rear of the Liberty Park Fields. It appears to be surplus and of no real potential use to the City.

I am requesting that the City declare the piece as surplus and offer to sell it to Harris Doyle Homes Inc. immediately.

Thank you for your consideration.

Sincerely,



Jordy Henson
Managing Member

Serving the citizens of Jefferson County, Alabama

Tax Assessor - Parcel ID for Legal Information

Inquiries to Tax Assessor recordings

[Return to Electronic Courthouse Search Home](#)

Tax Assessor County Tax Inquiry - Tax Year - 2011-			
Mailing Address			
VESTAVIA HILLS CITY OF 513 MONTGOMERY HWY VESTAVIA AL / 352161807			
Site Address			
4690 SICARD HOLLOW RD 35242 Fire District (ESN): #490 OREX LAKE F.D.			
Legal Discription			
COM NE COR SEC 18 TP 18 R1W TH S 790 FT TH SW 380 FT TO POB TH SWLY 105 FT TH W 317.4 FT TH NE 140 FT TH NELY 75 FT TH			
Miscellaneous Information			
Section:	18	Parcel:	27-18-1-0-226-RR-0
Township:	18S	Map Book:	0
Range:	1W	Map Page:	0
Tax Year:	2011		
Land Value:	\$2400.00	Tax District:	002
Improvements Value:	\$0.00	Sub District:	0
Total Value:	\$2400.00	Deed Book:	200901
		Deed Page:	5619
		Deed Date:	20081230
Land Use Information			
Land Use One:	COMMERCIAL		
Land Use Two:	UNAVAILABLE		
Class One:	2		
Class Two:			

Disclaimer: All values are subject to change. If you feel that there is a technical error on the site, please [contact us](#). For general information, please call the office of interest:

The Board of Equalization (205) 325-5566
 Tax Assessor's Office (205) 325-5505
 Tax Collector's Office (205) 325-5500

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

May 23, 2013

To: Rebecca Leavings, City Clerk
CC: Brian Davis, Director of Public Services
From: Christopher Brady, City Engineer
RE: Sicard Hollow property adjacent to Liberty Park Sports Complex

I have reviewed the request of the City potentially releasing this property. I do not see any intended uses of this property for City needs.

Please let me know if you have any questions or need additional information.

-Christopher



RESOLUTION NUMBER 4042

**A RESOLUTION ACCEPTING DEDICATION OF PROPERTY
FOR PUBLIC PURPOSES**

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

1. The City Council hereby accepts dedication offered by Cotswold Development LTD, An Alabama limited partnership) more particularly described as follows:

A part of the right of way of Sicard Hollow Road vacated by Book LR 200808 Pg 413, as recorded in the Probate Office of Jefferson County, Alabama. Being a part of the vacated right to way lying in the NE ¼ of the NE ¼ of Section 18 Township 18 South, Range 1 West and being more particularly described as follows:

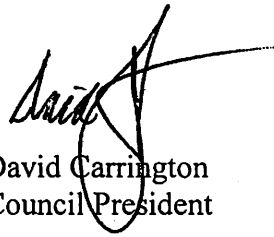
A parcel of land situated in the NE ¼ of Section 18, Township 18 South, Range 1, West Jefferson County Alabama being more particularly described as follows:

Commence at the NE corner of said Section 18 and run south 00 degrees 42 minutes 50 seconds East along the east line thereof for a distance of 747.23 feet to the POINT OF BEGINNING of said parcel, said point also being on a curve turning to the left, said curve having a radius of 612.96 feet, a central angle of 11 degrees 13 minutes 14 seconds, a chord bearing of South 51 degrees 57 minutes 12 seconds West, and a chord length of 119.85 feet; thence run in a Southwesterly direction along said arc for a distance of 120.04 feet; thence run South 46 degrees 19 minutes 48 seconds West for a distance of 208.07 feet to the point of beginning of a curve to the right having a radius of 278.31 feet, a central angle of 43 degrees 19 minutes 40 seconds, a chord bearing of South 67 degrees 59 minutes 19 seconds West, and a chord length of 205.48 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 210.46 feet; thence run South 89 degrees 38 minutes 30 seconds West for a distance of 74.56 feet to a point on a curve turning to the left having a radius of 278.73 feet, a central angle of 37 degrees 55 minutes 57 seconds, a chord bearing of South 70 degrees 40 minutes 57 seconds West, and a chord length of 181.18 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 184.53 feet; thence run North 89 degrees 49 minutes 08 seconds East for a distance of 317.36 feet to the currently existing Northeasterly right of way of Sicard Hollow Road;

thence run North 47 degrees 22 minutes 58 seconds East along said right of way for a distance of 500 feet, more or less, to the Easterly line of said Section 18; thence turn left and run North 00 degrees 42 minutes 50 seconds West along said Easterly line of Section 18 to the point of beginning and end of this parcel; and

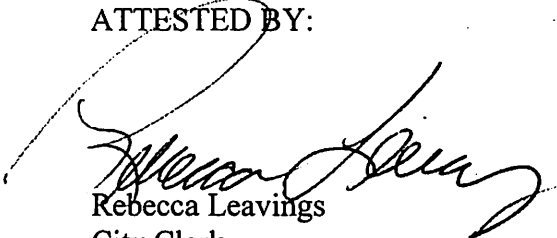
2. That Cotswold Development LTD shall prepare and execute all instruments necessary to deed the property to the City of Vestavia Hills; and
3. That the property described be used only for public purposes as approved by the Vestavia Hills City Council; and
4. This Resolution shall become effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 28th day of December, 2009.



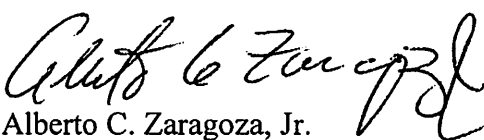
David Carrington
Council President

ATTESTED BY:

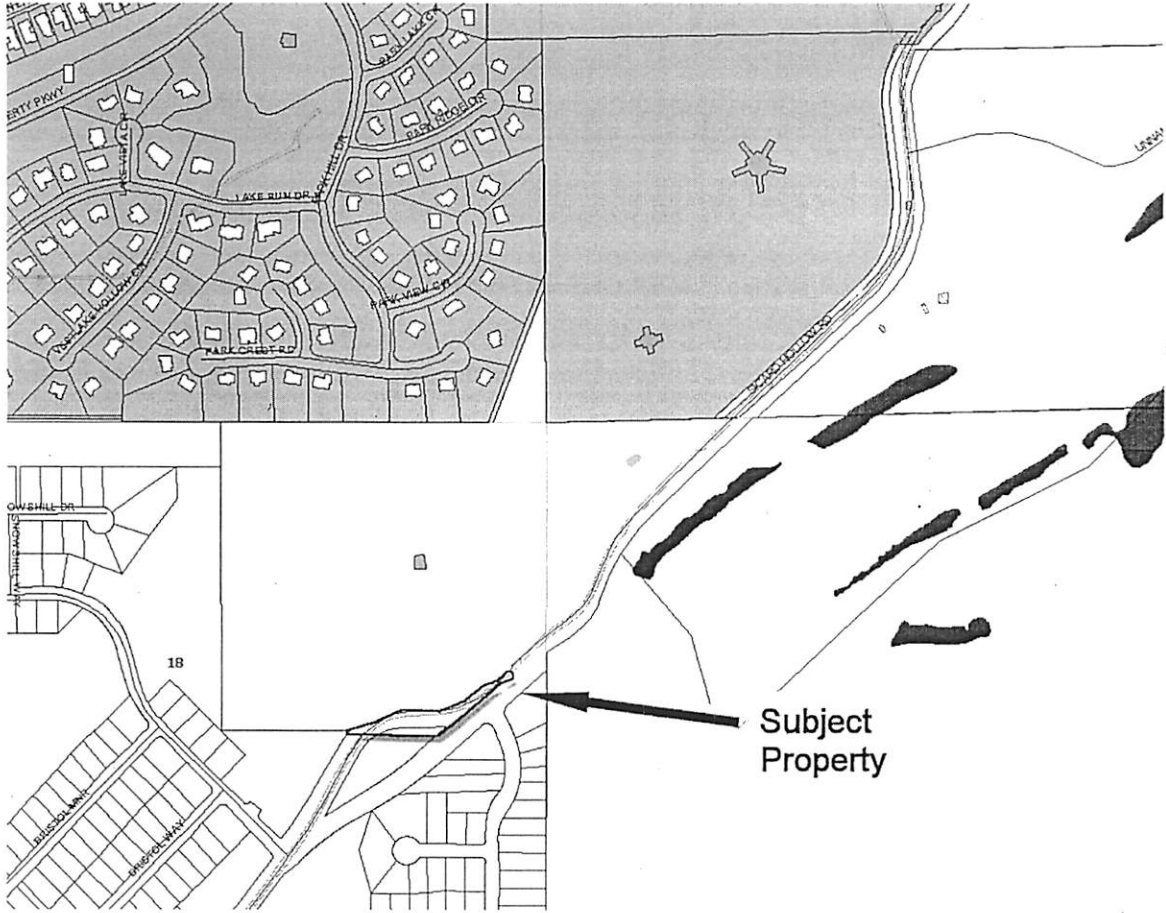


Rebecca Leavings
City Clerk

APPROVED BY:



Alberto C. Zaragoza, Jr.
Mayor



CITY OF VESTAVIA HILLS
ENGINEERING DEPARTMENT
INTER-DEPARTMENT MEMO

December 10, 2009

To: Rebecca Leavings

From: Christopher Brady

**RE: Sicard Hollow property adjacent to existing Liberty Park Sports Complex
Dedication to City**

Becky,

I am recommending the City's acceptance of the portion of property described by the attached map. This property was offered by the Cotswald Development upon the relocation of Sicard Hollow right-of-way. The abandoned asphalt roadway has been graded over. There are no additional engineering concerns regarding this property.

Please let me know if you have any questions or need additional information.

-Christopher

